



# CalOptima Health

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

**NOVEMBER 2, 2023  
2:00 P.M.**

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

**BOARD OF DIRECTORS**

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

**CHIEF EXECUTIVE OFFICER**  
Michael Hunn

**OUTSIDE GENERAL COUNSEL**  
James Novello  
Kennaday Leavitt

**CLERK OF THE BOARD**  
Sharon Dwiers

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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](http://www.caloptima.org). Board meeting audio is streamed live on the CalOptima Health website at [www.caloptima.org](http://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\\_3AWYzyY9TpWf5sYEqH98nA](https://us06web.zoom.us/webinar/register/WN_3AWYzyY9TpWf5sYEqH98nA) and Join the Meeting.**

**Webinar ID: 897 6277 0461**

**Passcode: 622029 -- Webinar instructions are provided below.**

## **CALL TO ORDER**

Pledge of Allegiance  
Establish Quorum

## **PRESENTATIONS/INTRODUCTIONS**

## **MANAGEMENT REPORTS**

1. 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**

2. Minutes
  - a. Approve Minutes of the October 5, 2023 Regular Meeting of the CalOptima Health Board of Directors
  - b. Receive and File Minutes of the June 14, 2023 Regular Meeting of the CalOptima Health Board of Directors' Quality Assurance Committee
3. Approve Appointment to the CalOptima Health Board of Directors' Investment Advisory Committee
4. Approve CalOptima Health's Calendar Year 2024 Member Health Rewards
5. Approve Actions Related to the Comprehensive Community Cancer Screening and Support Program
6. Ratify Amendments to CalOptima Health's Primary and Secondary Medi-Cal Agreements with the California Department of Health Care Services Related to Rate Changes
7. Ratify CalOptima Health's Agreement for Disclosure and Use of Department of Health Care Services Data (2023 Post – Expiration Data Use Agreement (DUA)) and 2024 Operational Readiness (OR) DUA with the California Department of Health Care Services
8. Approve Modifications to Policy GA.5004: Travel and Other Reimbursable Expenses
9. Approve New CalOptima Health Policy GA.7111: Health Network Certification Process
10. Receive and File:
  - a. September 2023 Financial Summary
  - b. Compliance Report
  - c. Federal and State Legislative Advocates Reports
  - d. CalOptima Health Community Outreach and Program Summary

## **REPORTS/DISCUSSION ITEMS**

11. Approve Policy for Election of Officers
12. Election of Officers of the Board of Directors for Fiscal Year 2023-24
13. Approve Actions Related to the New Clinical Care Management System (ZeOmega Inc)
14. Authorize Payments to Health Networks for Fiscal Years 2017-18 through 2019-20 Medi-Cal Shared Risk Pools
15. Approve updates to the CalOptima Health Provider Dispute Resolution Process Effective January 1, 2024, and Impacted Policies MA.9006, MA.9009, HH.1101, FF.2001 and MA.3101
16. Adopt Resolution No. 23-1102-01 Approving and Adopting Updated CalOptima Health Human Resources Policies
17. Approve New Medi-Cal Long Term Care Facility Services Contract Template for Intermediate Care Facility Services

## **ADVISORY COMMITTEE UPDATES**

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

## **CLOSED SESSION**

- CS-1. Pursuant to Government Code Section 54957(b)(1): PERFORMANCE REVIEW OF CHIEF EXECUTIVE OFFICER MICHAEL HUNN
- CS-2. CONFERENCE WITH LEGAL COUNSEL – STRATEGY ON EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)

## **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 November 2, 2023 at 2:00 p.m. (PST)**

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

[https://us06web.zoom.us/webinar/register/WN\\_3AWYzyY9TpWf5sYEqH98nA](https://us06web.zoom.us/webinar/register/WN_3AWYzyY9TpWf5sYEqH98nA)

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

<https://us06web.zoom.us/j/89762770461?pwd=rD3TdbJP4wfppwYBpNV7vm9XR8dT6D.1>

**Passcode: 622029**

Or One tap mobile:

+16694449171,,89762770461#,,, \*622029# US

+17207072699,,89762770461#,,, \*622029# 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 +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968 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

**Webinar ID: 897 6277 0461**

**Passcode: 622029**

International numbers available: <https://us06web.zoom.us/j/keBgcwZHy8>

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## MEMORANDUM

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DATE: October 26, 2023

TO: CalOptima Health Board of Directors

FROM: Michael Hunn, Chief Executive Officer

SUBJECT: CEO Report — November 2, 2023, Board of Directors Meeting

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

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### **A. Medi-Cal Renewal Efforts Include Specific Populations, Outreach in South Orange County**

CalOptima Health and the County of Orange Social Services Agency (SSA) continue to actively partner on the Medi-Cal renewal process. CalOptima Health is maintaining established activities for the broad membership while exploring the needs of certain target populations, such as supporting renewals among members experiencing homelessness and those in skilled nursing facilities. Because renewal efforts are purposefully fluid, I will share further updates at the Board meeting on November 2. Below are summaries of recent outreach activities.

- **City Presentations**

In October, SSA Director An Tran, Chief Operating Officer Yunkyung Kim and I made presentations about Medi-Cal renewal to city councils in Orange and Costa Mesa. CalOptima Health intends to host a Medi-Cal renewal event in Orange in the coming months.

- **Irvine Event**

On Saturday, October 21, CalOptima Health partnered with the City of Irvine to host a Medi-Cal Renewal and CalFresh Enrollment Event in the parking lot of Free Chapel Church. More than 500 members attended to get support from SSA with their coverage and access community resources from more than 15 organizations. The event also featured flu shots, dental screenings and naloxone distribution. This was CalOptima Health's first event in a location more accessible to members in south Orange County. It was highlighted in this news report on NBC.

- **Targeted Member Populations**

Staff is using internal reporting to identify targeted member populations that may need focused outreach to boost renewal rates. For example, CalOptima Health met with SSA to discuss ways to collaborate on reaching members experiencing homelessness via outreach conducted by SSA's community-based workers. Separately, staff are working on an effort to engage and educate skilled nursing facilities in supporting renewals among their members.

- **Community Navigators**

CalOptima Health's contracted community-based navigators program is now fully launched, and 33 navigators are engaged to support members with Medi-Cal renewal. They are assisting members with establishing accounts on BenefitsCal.com, confirming and updating contact information with SSA, conducting phone outreach to members due for renewal within two weeks, and attending

community events to support renewal. Further, we have established a process for CalOptima Health staff to refer members to the community navigators for assistance.

#### **B. CSA Audit Implementation Update Submitted on November 2**

On November 2, CalOptima Health is submitting to the California State Auditor (CSA) a six-month status update on the implementation of CSA's audit recommendations. This is the second of three updates due 60 days, six months and one year after the release of the audit report on May 2, 2023. Following submission of the 60-day update on July 2, CSA confirmed that CalOptima Health fully implemented three of the seven recommendations relating to grant management, hiring and recruitment, and fraud, waste and abuse (FWA) policies. I am pleased to share that this six-month update will report that we have implemented additional recommendations relating to Board-designated reserve funds and non-retaliation policies. I will share further details at the Board meeting on November 2, and the full update will be publicly posted on the CalOptima Health website following its submission to CSA.

#### **C. CalOptima Health Improves Behavioral Health Access for Our Members**

In light of the Department of Managed Health Care's [\\$50 million fine on Kaiser Permanente](#) for behavioral health access failures, I want to highlight CalOptima Health's longstanding commitment to members' behavioral health care. These efforts are led by Carmen Katsarov, Executive Director of Behavioral Health Integration, who was recently selected to serve as a member of Gov. Gavin Newsom's Behavioral Health Task Force. Please see below:

- CalOptima Health is planning an RFP for a behavioral health (BH) virtual vendor, with a goal to launch by mid-2024. This will increase our network and improve access to BH appointments within timely access standards.
- We approved BH provider rate increases in 2022 and 2023.
- The Student Behavioral Health Incentive Program (SBHIP) launched in 2023.
- Our Pay for Value Program for BH and Applied Behavior Analysis providers is slated to go live in 2024.
- Staff will bring a COBAR for the new dyadic care benefit to the Board no later than Q1 2024.
- The NAMI Orange County peer mentor program was approved in June 2023 and is now live, offering support for members who present at the emergency room.
- Our grant-funded Allcove Center in south Orange County is projected to open by June 2024.
- CalOptima Health invested \$15 million in the Be Well OC Irvine campus, which held a groundbreaking event on October 16.
- The CalAIM and BH teams are effectively collaborating on anything related to BH.
- CalOptima Health is considering the need for future BH professionals as part of our workforce grant program development.
- CalOptima Health is working with the county on an intensive level of care outpatient pilot.

#### **D. Legislative Activities Impact CalOptima Health**

##### **Federal Earmark Notice of Award**

The U.S. Department of Health and Human Services has formally approved and released a Notice of Award to CalOptima Health in the amount of \$2 million for the development of our Care Traffic Control Command Center in the 500 building. This follows August's ceremonial check presentation with U.S. Reps. Lou Correa and Young Kim who jointly sponsored the federal earmark. Next, staff are required to submit ongoing documentation to secure the funding as well as several post-award reports as conditions of the grant.

- **Governor Completes 2023 Legislative Actions**

October 14 was the deadline for Gov. Newsom to sign or veto any legislation passed by the State Legislature in 2023. Upon initial review, the governor vetoed many health care-related bills due to their high state costs that were not considered during the annual state budget process earlier this year. Specifically, out of the bills included on CalOptima Health's 2023–24 Legislative Tracking Matrix and sent to the governor's desk at the end of session, 11 were signed and 12 were vetoed. Next, staff will conduct a full review of all signed legislation and provide an update to the Board and impacted departments.

**E. InfoSeries Informs Health Care Professionals and Stakeholders About Opioid Poisoning**

CalOptima Health hosted an InfoSeries on Opioid Poisoning for health care professionals and community stakeholders on October 19. Drawing an audience of nearly 130 attendees, the InfoSeries shared the latest information about the opioid epidemic, naloxone (a life-saving medicine that revives someone who is overdosing) and CalOptima Health's plans for naloxone distribution.

**F. Stakeholder Listening Sessions Gather Input on Workforce Development**

CalOptima Health's \$50 million Workforce Development Initiative will increase access to high-quality, equitable care for our members by investing in workforce development initiatives over five years. In October, we hosted three stakeholder listening sessions to obtain valuable input into the design of the initiative. This will aid in identifying workforce shortages and opportunities for grant investments to help increase the health care workforce in Orange County.

**G. Be Well OC Irvine Campus Holds Groundbreaking Ceremony**

On October 16, CalOptima Health attended the groundbreaking ceremony for Be Well OC's new Irvine campus and was recognized for our \$15 million investment in the project. The new site will be used as a community health center and offer urgent mental health care for adults and adolescents, a sobering center, residential treatment for adults, and outpatient programming for adults and adolescents. The campus is scheduled to open in early 2025.

**H. Salvation Army Center of Hope Celebrates Grand Opening**

On October 9, I spoke at the Salvation Army's grand opening of the Center of Hope in Anaheim. During the ribbon-cutting event, I presented CalOptima Health's ceremonial \$4.1 million grant check that helped the Salvation Army construct 72 units of supportive housing for people experiencing homelessness. Awarded earlier this year, this grant helped accelerate the completion of a Wellness Center at the Center of Hope. The [Orange County Register covered the event and ran this article](#).

**I. National Latino Physician Day Recognized in Full Page Ads**

CalOptima Health and UCI School of Medicine partnered to recognize National Latino Physician Day on October 1. We ran co-branded full-page ads in the Orange County Register in English and Excelsior in Spanish. Additional messages were also shared through our social media and communications channels to providers and community stakeholders.

**J. Two Recent Press Releases Cover Services for Members Experiencing Homelessness**

- **Grant Funding** — CalOptima Health distributed a press release announcing the Board-approved \$52.3 million in grants to accelerate the creation of affordable and permanent supportive housing units. Fifteen organizations were selected to receive funds that will be used to acquire, construct and upgrade a total of 706 housing units. News coverage was shared online by leading industry

trade publications Payers & Providers and Becker's Payer Issues as well as on the radio, with [KFI Radio](#) interviewing Kelly Bruno-Nelson, Executive Director of Medi-Cal/CalAIM

- **Street Medicine Expansion** — CalOptima Health distributed a press release announcing the Board-approved process to expand Street Medicine to two additional Orange County cities and identify providers to deliver the services. The new programs are anticipated to launch in the selected new cities in spring 2024.

#### **K. CalOptima Health Gains Media Coverage and Public Recognition**

Reflecting our ongoing innovation and program development, CalOptima Health received recent positive and valuable media coverage, including the following:

- On September 28, CalOptima Health and Community Action Partnership of Orange County (CAP OC) hosted a press conference to showcase the impact of our collaboration. CAP OC received one of our HHIP grants to rehabilitate low-income housing units to provide permanent supportive housing with wraparound services to formerly unhoused tenants. The following TV stations covered the event:
  - [KCAL 9 News](#)
  - [Noticias 62 Estrella TV](#)
  - [Telemundo 52](#)
- On October 2, CalOptima Health's Street Medicine Program was featured on the [front page of the Orange County Register](#). Reporter Destiny Torres spent a morning with the Street Medicine team riding along in Healthcare in Action's van to witness the care firsthand and hear the stories. The article also covers CalOptima Health's plans for a Street Medicine Support Center.
- On October 13, [Invisible People](#) quoted Kelly Bruno-Nelson in an article on homelessness.
- On October 17, [Modern Healthcare](#) ran an article on how California's health care system is preparing to expand Medi-Cal coverage for undocumented adults. CEO Michael Hunn was interviewed and quoted.
- The news of our \$52.3 million investment in permanent supportive housing received media coverage in the following outlets:
  - On October 19 in [Fierce Healthcare](#)
  - On October 12 in [New Santa Ana.com](#)
  - On October 11 in the [Huntington Beach News](#)

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

### Membership Data\* (as of September 30, 2023)

| Total CalOptima Health Membership | Program  | Members |
|-----------------------------------|--|---------|
|                                   | Medi-Cal   | 960,875 |
|                                   | OneCare (HMO D-SNP)                                  | 17,836  |
|                                   | Program of All-Inclusive Care for the Elderly (PACE) | 437     |

**979,148**

\*Based on unaudited financial report and includes prior period adjustment

### Operating Budget (for three months ended September 30, 2023)

|                                 | YTD Actual      | YTD Budget      | Difference                        |
|---------------------------------|-----------------|-----------------|-----------------------------------|
| Revenues                        | \$1,227,643,964 | \$1,069,494,271 | \$158,149,963                     |
| Medical Expenses                | \$1,121,935,884 | \$993,255,230   | (\$128,680,654)                   |
| Administrative Expenses         | \$53,606,826    | \$61,576,959    | \$7,970,133                       |
| Operating Margin                | \$52,101,254    | \$14,662,082    | **\$278,860,214<br>**\$37,439,172 |
| Medical Loss Ratio (MLR)        | 91.4%           | 92.9 %          | (1.5%)                            |
| Administrative Loss Ratio (ALR) | 4.4%            | 5.8%            | 1.4%                              |

### Reserve Summary (as of September 30, 2023)

|                                      | Amount (in millions) |
|--------------------------------------|----------------------|
| Board Designated Reserves            | \$580.5*             |
| Capital Assets (Net of depreciation) | \$91.1               |
| Resources Committed by the Board     | \$596.5              |
| Resources Unallocated/Unassigned     | \$461.7*             |
| <b>Total Net Assets</b>              | <b>\$1,729.8</b>     |

\*Total of Board designated reserves and unallocated resources can support approximately 92 days of CalOptima Health's current operations.

\*\*Operating Margin numbers revised at 11/2/2023 Board meeting

**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

November 2023

### Personnel Summary (as of October 21, 2023, pay period)

|                 | Filled  | Open  | Vacancy % |
|-----------------|---------|-------|-----------|
| Staff           | 1,307.8 | 83.1  | 5.97%     |
| Supervisor      | 79      | 5     | 5.95%     |
| Manager         | 114     | 12    | 9.52%     |
| Director        | 58      | 6.5   | 10.08%    |
| Executive       | 22      | 0     | 0.00%     |
| Total FTE Count | 1,580.8 | 106.6 | 6.32%     |

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

### Provider Network Data (as of September 30, 2023)

|                           | Number of Providers |
|---------------------------|---------------------|
| Primary Care Providers    | 1,300               |
| Specialists               | 9,046               |
| Pharmacies                | 553                 |
| Acute and Rehab Hospitals | 44                  |
| Community Health Centers  | 52                  |
| Long-Term Care Facilities | 104                 |

### Treatment Authorizations (as of August 31, 2023)

|                               | Mandated | Average Time to Decision |
|-------------------------------|----------|--------------------------|
| Inpatient Concurrent Urgent   | 72 hours | 12.39 hours              |
| Prior Authorization – Urgent  | 72 hours | 14.41 hours              |
| Prior Authorization – Routine | 5 days   | 1.59 days                |

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

### Member Demographics (as of September 30, 2023)

| Member Age |     | Language Preference |     | Medi-Cal Aid Category                   |     |
|------------|-----|---------------------|-----|---|-----|
| 0 to 5     | 8%  | English             | 59% | Temporary Assistance for Needy Families | 39% |
| 6 to 18    | 24% | Spanish             | 27% | Expansion                               | 38% |
| 19 to 44   | 35% | Vietnamese          | 9%  | Optional Targeted Low-Income Children   | 8%  |
| 45 to 64   | 20% | Other               | 2%  | Seniors                                 | 9%  |
| 65 +       | 13% | Korean              | 1%  | 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**

**October 5, 2023**

A Regular Meeting of the CalOptima Health Board of Directors (Board) was held on October 5, 2023, 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. Vice Chair Contratto called the meeting to order at 2:01 p.m., and Director Jose Mayorga, M.D., led the Pledge of Allegiance.

**ROLL CALL**

Members Present: Blair Contratto, Vice Chair; Debra Baetz (non-voting); Isabel Becerra; Supervisor Doug Chaffee; Norma García Guillén; Jose Mayorga, M.D.; Trieu Tran, M.D.

(All Board members in attendance participated in person, except for Director Tran, who participated remotely for Just Cause using his first of two Just Causes for the calendar year)

Members Absent: Clayton Corwin, Chair; Supervisor Vicente Sarmiento

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

Vice Chair Contratto noted for the record that Agenda Item 11, Approve Policy for Election of Officers, is continued until the November 2, 2023, Board meeting to allow for all Board members to participate in the discussion.

**PRESENTATIONS/INTRODUCTIONS**

**1. Celebrating Employee Milestone Work Anniversaries – November 2022 through October 2023**

Brigitte Hoey, Chief Human Resources Officer, noted that it is rare to have employees stay at an organization for some time, but at CalOptima Health that is not the case. Today, CalOptima Health is celebrating milestone work anniversaries for 15, 20, and 25 years of service reached between November 2022 through October 2023. Ms. Hoey reported that the following employees are celebrating 15 years of service at CalOptima Health: Sabrina Brannon, Joanna Lake, Renato Layug, Abraham Manase, Victor Mendez, Brenda Nemeth, Fabiola Nunez, Ryan Prest, Astrid Sanchez, and Blanca Trujillo. Next Ms. Hoey reported that the following employees are celebrating 20 years of service: Marie Jeannis, Malanie Laase, Sally Menchaca, Julie Newman, Maria Oseguera, Olga Trujillo, and Terri Wong. Ms. Hoey reported that the following employees are celebrating 25 years of service: Angie Becerra, Holly Dinh, Kris Gericke, Helen Nguyen, and Frank Vega. All employees received a certificate commemorating their years of service, and those employees in attendance at the Board meeting were congratulated by Michael Hunn, Chief Executive Officer (CEO), and Yunkyung Kim, Chief Operating Officer (COO). Each group took a photo with Mr. Hunn, Ms. Kim, and the CalOptima Health Board. Ms. Hoey added that hopefully CalOptima Health will be celebrating employees who have completed 30 years of service.

Vice Chair Contratto commented that it is wonderful to see employees who have such dedication to one another, their team, and serving CalOptima Health members. She added that it was nice to include the Board in that celebration.

## **MANAGEMENT REPORTS**

### **2. Chief Executive Officer Report**

Michael Hunn, CEO, started his report with another recognition. On October 1, 2023, CalOptima Health celebrated National Latino Physician Day in collaboration with the University of California Irvine (UCI) School of Medicine. Mr. Hunn noted that in the state of California 39% of the population is Latino, but only 6% of all United States physicians are Latino. He added that CalOptima Health is very fortunate to have a serving Board member who is a physician and who is Latino. Mr. Hunn presented Director Jose Mayorga, M.D., with recognition for National Latino Physician Day and asked Director Mayorga if he would like to say a few words.

Director Mayorga thanked Mr. Hunn and everyone for the recognition. He added that he was surprised to receive the recognition but noted that National Latino Physician Day is an important day to reflect on for himself and the hundreds of Latino physicians across this country. Director Mayorga also shared with the Board that only 3% of physicians are Latina. So, an even smaller representation of women of that demographic. He noted that his entire professional career has been in Orange County, and he is proud to have interacted with many physicians who are committed to working with the Latino community. As Orange County continues to elevate everyone, with the help of CalOptima Health and its partners, its physicians, and its hospitals, it is important to remember why CalOptima Health is here, and that is to improve the overall health and address the social determinants that really influence people's health. Director Mayorga thanked CalOptima Health, and UCI for giving him the chance to be able to represent the community. Director Mayorga noted that is a distinguished honor and provided his thanks.

Mr. Hunn reviewed the Fast Facts data, noting that currently CalOptima Health serves 990,241 individuals. CalOptima Health spends 89.8% of every dollar on medical care, and 4.7% is the overhead cost to administer the program.

CalOptima Health's Board-designated reserves are \$581.0 million; its capital assets are \$84.6 million; its resources committed by the Board are \$608.3 million; and its unallocated and unassigned resources are \$443.2 million. Mr. Hunn noted that CalOptima Health's total net assets are currently \$1.7 billion.

Mr. Hunn also reviewed the CalOptima Health personnel data and noted that there are over 1,600 employees with a vacancy/turnover rate of about 3.77% as of the September 9, 2023, 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 over 9,885 providers, 1,289 primary care providers, and 8,596 specialists; 561 pharmacies; 43 acute and rehab hospitals; 52 community health centers; and 104 long term care facilities.

Mr. Hunn reviewed CalOptima Health's treatment authorizations, noting that this data is as of July 31, 2023. For urgent inpatient treatment authorizations, the average approval is within 10.97 hours; the state-mandated response is 72 hours. For urgent prior authorizations, the average approval is within 16.23 hours; the state-mandated response is 72 hours. And for routine prior authorizations, the average approval is 1.75 days; the state-mandated response is 5 days.

Mr. Hunn updated the Board on several other topics, which included Street Medicine Program success and the attention the program is getting on the front page of the Orange County Register on October 2, 2023. He added that CalOptima Health is really making a meaningful difference in people's lives. Mr. Hunn thanked Kelly Bruno-Nelson and her team for the amazing work being done with regard to the Street Medicine Program.

Mr. Hunn also updated the Board on CalOptima Health's National Committee for Quality Assurance (NCQA) annual survey, noting that CalOptima Health received four out of five stars for the ninth year in a row. He added that staff is working on a methodology that would allow CalOptima Health to achieve five stars, which no other plan in California has achieved, and will bring a proposal to a future Board meeting for consideration. Mr. Hunn also provided updates on redetermination efforts and noted that Supervisor Chaffee attended a redetermination presentation in the City of Fullerton, along with CalOptima Health and the Social Services Agency, on the criticality of redetermination and efforts CalOptima Health is taking.

Mr. Hunn welcomed CalOptima Health's new Chief Health Equity Officer, Dr. Michael Rose, and provided details on her extensive background, noting that CalOptima Health is very fortunate to have her. He asked Dr. Rose if she would like to say a few words.

Dr. Michael Rose thanked Mr. Hunn for the warm welcome. Dr. Rose noted that this is week two and she has had the benefit of meeting many of the Board members before beginning and added it was an absolute pleasure. She noted that the first couple of weeks were fantastic and has found that CalOptima Health has an amazing and very talented group of people. Dr. Rose commented that it is a privilege and honor to be at CalOptima Health and that she is eager to learn and serve. She thanked the Board for the opportunity.

Mr. Hunn also updated the Board on CalOptima Health's PACE Program that recently celebrated its 10<sup>th</sup> anniversary. Mr. Hunn read a letter from a CalOptima Health PACE member who does not read or write, but with the help of one of CalOptima Health's PACE staff wanted to express her appreciation. The following sentences are from the member, "I am very grateful for PACE and all the amazing and caring staff are always willing to go above and beyond for me and my husband and for others. These past nine months since I enrolled PACE has completely changed my point of view in my life. There have been times in my life when I felt like giving up due to conditions of medical problems but coming to PACE makes me forget all about it and focus on the positive. I am very content with the music activities, rehab food and the care that the staff provides for me. You all have given me a reason to smile and live longer. Que viva CalOptima PACE." Mr. Hunn thanked PACE Director, Monica Macias; Medical Director, Dr. Frisch; and the PACE staff for the amazing work they do at CalOptima Health's PACE center.

Next, Mr. Hunn announced that CalOptima Health's Chief Information Officer (CIO) Wael Younan was named CIO of the Year and was presented a Global Leadership Institute Award by HMG Strategy at the HMG Strategy Conference in Huntington Beach, California. Mr. Hunn thanked Mr. Younan for his great work. Mr. Hunn also announced that CalOptima Health Behavioral Health Executive Director Carmen Katsarov was appointed by Dr. Mark Ghaly, Secretary, California Health and Human Services, to serve on the Behavioral Health Task Force, as requested by Governor Newsom. Her selection reflects her qualifications and demonstrates a commitment to making a meaningful impact in Orange County and throughout California.

Mr. Hunn updated the Board on a letter that the CalOptima Health Board received dated September 5,

2023, from the Hospital Association of Southern California (HASC) and received public comment on at the September Board meeting. Mr. Hunn received a note from Chair Corwin requesting that he make some comments on the September 5, 2023, letter received from HASC. Mr. Hunn reviewed the key points contained in the letter in detail.

HASC proposed that CalOptima Health establish a permanent Board Ad Hoc Safety Net Subcommittee, with the charge of developing needed short term and long-term safety net resources.

Mr. Hunn noted that he will provide some background and then he and Yunkyung Kim, COO, will offer some input at the request of Chair Corwin.

By way of background, Mr. Hunn noted that in June of 2022, after receiving feedback from a host of CalOptima Health's key stakeholders, including its hospitals, the Board adopted CalOptima Health's three-year strategic tactical priorities that clearly outline the roadmap for resource allocation and investments going forward. These priorities are reflected, and will be reflected, in CalOptima Health's annual budgets, its spending plans, and its financial plans, all of which are approved by the Board and made fully public as part of its finance disclosures. Mr. Hunn also noted the history of CalOptima Health from the early days when it was basically an insurance plan that was intended to be transactional, to receive claims, adjudicate them, and pay them and then report them. CalOptima Health has changed over time and current day, with the California Advancing and Innovating Medi-Cal (CalAIM) Program, it has expanded its role to services and programs, 14 community supports, including recuperative care, street medicine, outreach, rent assistance, and food sustainability, and medically tailored meals. Mr. Hunn added that he will ask Yunkyung Kim, COO, to comment on a number of points going forward. He also added that there are three topics that were noted in the HASC letter that CalOptima Health will address: 1) Rates; 2) a Request for the Safety Net Ad Hoc Subcommittee; and 3) On-time payments.

### 1. Rates

Mr. Hunn noted that CalOptima Health negotiates rates and holds joint operating meetings with providers directly. He added that every hospital CEO, whether they are contracted with CalOptima Health or not, has a direct line to CalOptima Health's executives, including himself, COO, Yunkyung Kim, and Chief Financial Officer, Nancy Huang. Mr. Hunn also added that if there are operational issues, CalOptima Health has a host of staff and executive directors that make themselves available to meet with colleagues on any topic from revenue to discharge planning and everything in between. As all of CalOptima Health's hospitals, health networks, and providers are aware, any future investments outside of negotiated rates must be approved by the Board and tied to quality or access.

### 2. Safety Net Ad Hoc Board Subcommittee

Mr. Hunn addressed the request for a safety net ad hoc Board subcommittee, noting that to better fulfill CalOptima Health's mission, CalOptima Health receives guidance from its standing advisory committees that represent its member and provider communities. These committees meet regularly to make recommendations, review programs, and discuss issues appointed by the Board. The individuals serving on the committees represent a broad spectrum of health care expertise. The committees include the Provider Advisory Committee (PAC), the Member Advisory Committee (MAC), the Whole-Child Model Family Advisory Committee (WCM PAC), and the Investment Advisory Committee (IAC). The PAC has 15 voting members, each representing an essential component of the health care delivery system. The PAC includes seats for allied health services providers, behavioral mental health providers, community health centers, health networks, hospitals, long term services and support providers, nurses, non-physician medical practitioners, physicians, pharmacists, safety net providers, and a representative from the Orange

County Health Care Agency. CalOptima Health continues to welcome recommendations on how to improve its PAC meetings, including recommendations for agenda items and any other guidance that would be helpful to its Board. The Chair of the CalOptima Health Board may appoint an ad hoc committee, consisting of Board members as part of the Brown Act, and ad hoc or temporary advisory committees are advisory only and serve a limited or single purpose. The Board has not delegated any decision-making authority to these ad hoc committees. Mr. Hunn added that CalOptima Health will be sending out invitations to CalOptima Health's contracted hospitals and long-term care facilities to be part of its hospital and provider consortiums. He noted that CalOptima Health recently sent out an invitation to providers regarding transitions of care.

### 3. On-Time Payments

Mr. Hunn commented on the on-time payments referenced in the HASC letter. He noted that on average CalOptima Health processes about 650,000 claims a month for services that it provides to members in its direct network. The direct network includes CalOptima Health Direct, CalOptima Health Community Network, shared risk networks, behavioral health services, and long-term care services. Mr. Hunn added that CalOptima Health is required by the Department of Health Care Services (DHCS), its regulator, to process these claims within 30 days. He noted that CalOptima Health's claims department works to process these claims each month in 15 days or less and that the average claims completion in 30 days is 99.2%. Only eight tenths of a percent of these claims take longer than 30 days, usually due to additional documentation needed or questions regarding eligibility. Mr. Hunn also pointed to the CalOptima Health Fast Facts, which is reviewed every Board meeting and is uploaded monthly on the CalOptima Health website to ensure transparency in its operations and performance.

Ms. Kim provided additional information regarding various Board-approved incentive programs for hospitals and other providers to improve quality and access for CalOptima Health members.

Mr. Hunn and Ms. Kim responded to Board member questions and provided additional details on the three main topics referenced in the HASC letters.

### **PUBLIC COMMENTS**

1. Nishtha Mohendra, Families Forward: Oral re: Agenda Item 14 Approve Actions Related to the Housing and Homelessness Incentive Program

### **CONSENT CALENDAR**

#### 3. Minutes

- a. Approve Minutes of the September 7, 2023 Regular Meeting of the CalOptima Health Board of Directors
- b. Receive and File Minutes of the May 22, 2023 Special Meeting of the CalOptima Health Board of Directors' Finance and Audit Committee

#### 4. Authorize Actions Related to Emergency Repair for CalOptima Health Facility

#### 5. Authorize Actions Related to Permanent Supportive Housing Pilot Program

#### 6. Approve Actions Related to CalOptima Health Street Medicine Program

7. Adopt Resolution No. 23-1005-01 Approving the Revised 2024 CalOptima Health Compliance Plan; 2024 CalOptima Health Code of Conduct; 2024 CalOptima Health Anti-Fraud, Waste, and Abuse Plan; and the 2024 CalOptima Health HIPAA Privacy and Security Program, and the Revised CalOptima Health Office of Compliance Policies and Procedures

**8. Receive and File:**

- a. August 2023 Financial Summary
- b. Compliance Report
- c. Federal and State Legislative Advocates Reports
- d. CalOptima Community Outreach and Program Summary

**Action:**            *On motion of Director Becerra, seconded and carried, the Board of Directors approved the Consent Calendar Agenda Items 3 through 8, as presented. (Motion carried 6-0-0; Chair Corwin and Supervisor Sarmiento absent)*

**REPORTS/DISCUSSION ITEMS**

9. Recommend that the Board of Directors Accept, Receive and File Fiscal Year 2022-23 CalOptima Health Audited Financial Statements

Finance and Audit Committee (FAC) Chair, Isabel Becerra, introduced this item, noting that at the September 21, 2023, FAC meeting, the committee members received a detailed report and presentation from CalOptima Health's independent auditors, Moss Adams. FAC Chair Becerra added that she is happy to report that CalOptima Health had a clean audit and commended Nancy Huang, Chief Financial Officer, and her team for their great work. FAC Chair Becerra noted that representatives from Moss Adams are here today to answer any questions.

**Action:**            *On motion of Director Becerra, seconded and carried, the Board of Directors Accepted, received and filed the Fiscal Year (FY) 2022-23 CalOptima Health consolidated audited financial statements as submitted by independent auditors Moss Adams, LLP (Moss Adams). (Motion carried; 6-0-0; Chair Corwin and Supervisor Sarmiento absent)*

10. Ratify Actions Related to Purchasing the Garden Grove Street Medicine Support Center  
Ms. Kim introduced this item.

**Action:**            *On motion of Supervisor Chaffee, seconded and carried, the Board of Directors: 1.) Ratified expenditure of \$39,836.50 for the overage in the final purchase price above the Board authorized amount of \$8 million for acquisition of real property located at 7900 Garden Grove Boulevard, Garden Grove, California. (Motion carried; 6-0-0; Chair Corwin and Supervisor Sarmiento absent)*

11. Approve Policy for Election of Officers

This item was continued to the November 2, 2023, Board meeting.

12. Authorize the Chief Executive Officer to Execute a Contract Amendment with Ankura Consulting Group, LLC to Provide Professional Services to Review External Grants and Other

Internal Initiatives

John Tanner, Chief Compliance Officer, introduced this item, noting that it is a contract to review CalOptima Health's grant management process oversight and to look for opportunities for improvement and validation.

Mr. Hunn added that he checked in with LA Care and Inland Empire Health Plan to see how they handle their grants, and both responded that they use internal staff for managing their grants. However, due to the size of CalOptima Health's grants, best practice is to use a third party entity to manage the grant process.

***Action: On motion of Supervisor Chaffee, seconded and carried, the Board of Directors: 1.) Authorized the Chief Executive Officer to execute a contract amendment with Ankura Consulting Group, LLC (Ankura) to consult and conduct grant funds review for compliance and audit readiness; and 2.) Authorized allocation of budgeted but unused funds in the amount of \$200,000 from Medi-Cal: Professional Fees in the Internal Audit Department to fund the contract amendment through June 30, 2024. (Motion carried; 6-0-0; Chair Corwin and Supervisor Sarmiento absent)***

13. Approve Actions Related to the CalOptima Health Community Reinvestment Program for Medi-Cal Members for Calendar Year 2024

Mr. Hunn introduced this item, noting that the DHCS is going to establish what they call a community reinvestment program for all health plans in the state of California that administer the Medi-Cal benefit as funded by the state. Mr. Hunn noted that 90% of CalOptima Health dollars come from the state. The state wants to make sure that a portion of excess revenues, after expenses, gets reinvested. This requirement begins in 2024. CalOptima Health is waiting for final guidance from the state on the percentage to be reinvested but does know that it is going to be a minimum of 13%. Mr. Hunn added that what CalOptima Health is proposing, given the fiscal prudence at which the organization operates, is that CalOptima Health has the ability to go as high as 20%.

Director Bates asked if staff had an idea on when the state is going to provide the final guidance. Mr. Hunn responded that staff is hoping to receive final guidance from the state between now and the end of the year, but there is no guarantee. Director Bates added for Board clarity that once CalOptima Health receives the final guidance, staff will report back to the board on any differences in what was approved and if changes are necessary. Mr. Hunn confirmed that a full accounting will be brought to the Board to ensure that funds do not get spent without Board approval.

***Action: On motion of Vice Chair Contratto, seconded and carried, the Board of Directors: 1.) Directed the Chief Executive Officer, or designees, to make an initial commitment of up to \$38 million from undesignated reserves for the purpose of community reinvestment activities to be implemented in Calendar Year (CY) 2024 for Medi-Cal members; and 2.) Directed the Chief Executive Officer, or designees, to make subsequent funding allocations to ensure that CalOptima Health complies with the California Department of Health Care Services (DHCS) minimum contract requirements and CalOptima Health's commitment of up to 20% of***

***annual Medi-Cal net operating income for future years. (Motion carried; 6-0-0; Chair Corwin and Supervisor Sarmiento absent)***

**14. Approve Actions Related to the Housing and Homelessness Incentive Program**

Kelly Bruno-Nelson, Executive Director, Medi-Cal/CalAIM, introduced this item. Ms. Bruno-Nelson provided background regarding this funding opportunity and noted that CalOptima Health is thrilled to receive 27 proposals totaling over \$100 million. Today, CalOptima Health is happy to present to the Board 15 proposals that staff is recommending for funding. Through these 15 proposals CalOptima Health is funding 704 units of affordable and permanent housing across the county. Today, staff recommends that the Board approve the grant funding, the contracts would be awarded in December. CalOptima Health will have a third notice of funding opportunity that will focus primarily on equity grants and system change grants that the Board approved previously, which would go out in November 2023. Ms. Bruno-Nelson reviewed the 15 proposals, including the name of the grantee and the proposed funding amount.

Director García Guillén inquired if there was a breakdown of unit per jurisdiction or cities and also the dollar amounts that were allocated per city. She also requested the number of CalOptima Health members per city. Ms. Bruno-Nelson and Mr. Hunn provided additional details available on hand. Ms. Kim noted that staff will provide additional details about the breakdown in terms of the city's membership and the funding that is being proposed with this opportunity.

After hearing public comment on this item, the Board took the following action:

***Action: On motion of Vice Chair Contratto, seconded and carried, the Board of Directors approved CalOptima Health staff recommendations to administer grant agreements and total award payments up to \$52.3 million to selected grant recipients (listed in Attachment 2) for Capital Projects to increase the current affordable and permanent housing pool. (Motion carried; 6-0-0; Chair Corwin and Supervisor Sarmiento absent)***

**15. Approve Actions Related to the Street Medicine Program Expansion**

Ms. Kim introduced this item noting that CalOptima Health launched the Street Medicine Program in Garden Grove on April 1, 2023. It has only been five months since the program has been live, and it has been phenomenally successful. With the partnership of the city of Garden Grove, as well as the entire community and CalOptima Health's Street Medicine provider, there are 95 individuals experiencing homelessness in the city of Garden Grove who are enrolled in the program. Given the success of the Street Medicine program in Garden Grove, CalOptima Health is now ready to expand the program to two cities in Orange County. The request before the Board is for approval to release a notice of interest based on criteria laid out in the materials.

Ms. Kim responded to Board member questions and comments. After a robust discussion, the Board took the following action:

***Action: On motion of Supervisor Chaffee, seconded and carried, the Board of Directors: 1.) Approved a notice of interest opportunity to identify two additional host-cities for the expansion of CalOptima Health's Street Medicine Program; and 2.) Approved the scope of work for the request for proposals (RFP) to identify additional providers to implement***

***CalOptima Health's Street Medicine Program. (Motion carried; 6-0-0; Chair Corwin and Supervisor Sarmiento absent)***

**16. Approve Amendments to Hospital Services Contract with Kindred Hospitals**

***Action: On motion of Director Becerra, seconded and carried, the Board of Directors: 1.) Authorized the Chief Executive Officer to amend CalOptima Health's Hospital Services Contracts with Kindred Hospitals (Kindred) to update reimbursement rates and contract terms for Medi-Cal, effective October 5, 2023; and 2.) Authorized unbudgeted expenditures in an amount up to \$650,000 from existing reserves to fund the increase to reimbursement rates for Medi-Cal Kindred Hospital Services Contracts through June 30, 2024. (Motion carried 6-0-0; Chair Corwin and Supervisor Sarmiento absent)***

**BOARD MEMBER COMMENTS AND BOARD COMMITTEE REPORTS**

Director Mayorga commented that he was in several state-level meetings earlier this week and can proudly say that once again it reaffirmed that CalOptima Health is leading the way. Director Mayorga commended Michael Hunn, the leadership team, and everyone else including the Board members present as CalOptima Health pushes ahead.

Vice Chair Contratto commented that the Board Governance Ad Hoc Committee has had three successful meetings led by Jim Novello, Outside Legal Counsel, with Director Becerra, Supervisor Sarmiento, and Vice Chair Contratto. Vice Chair Contratto noted that she believes the committee's work was very productive and the Board will hear the Board Elections Policy at the November 2, 2023, Board meeting. The committee has also considered rules of engagement and processes for the Board and will be sending the materials out to the Board for consideration. Vice Chair Contratto thanked the Board Governance Ad Hoc Committee members and Mr. Novello for their work.

**ADJOURNMENT**

Vice Chair Contratto adjourned the meeting in a somber tone, sharing sad news that again this month, one of CalOptima Health's Information Technology Services (ITS) team members, Gerardo Sarmiento, passed away unexpectedly on September 19, 2023. Gerardo Sarmiento was an integral part of the CalOptima Health team for more than 21 years, contributing not only as a dedicated professional but also as a friend and mentor to many within the organization. On behalf of the Board, Vice Chair Contratto offered her sincere condolences to Gerardo's family and friends.

Hearing no further business, Vice Chair Contratto adjourned the meeting in recognition of Gerardo Sarmiento's longtime service to CalOptima Health and in his memory, at 4:23 p.m.

/s/ Sharon Dwiers  
Sharon Dwiers  
Clerk of the Board

*Approved: November 2, 2023*

**MINUTES**  
**REGULAR MEETING**  
**OF THE**  
**CALOPTIMA BOARD OF DIRECTORS’**  
**QUALITY ASSURANCE COMMITTEE**  
  
**CALOPTIMA**  
**505 CITY PARKWAY WEST**  
**ORANGE, CALIFORNIA**

**June 14, 2023**

A Regular Meeting of the CalOptima Health Board of Directors’ Quality Assurance Committee (Committee) was held on June 14, 2023, 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.

Chair Trieu Tran, called the meeting to order at 3:11 p.m., and Director Mayorga led the Pledge of Allegiance.

**CALL TO ORDER**

**Members Present:** Trieu Tran, M.D., Chair; José Mayorga, M.D.; Nancy Shivers, R.N.  
(All Committee Members participated in person, except Director Shivers, who participated remotely under “Just Cause” using her second of two uses for the Committee)

**Members Absent:** None

**Others Present:** Michael Hunn, Chief Executive Officer; Yunkyung Kim, Chief Operating Officer; Richard Pitts, M.D., Chief Medical Officer; Troy R. Szabo, Outside General Counsel, Kennaday Leavitt; Monica Macias, Director, PACE; Sharon Dwiers, Clerk of the Board

**MANAGEMENT REPORTS**

**1. Chief Medical Officer Report**

Richard Pitts, D.O., Ph.D., Chief Medical Officer, reviewed his Chief Medical Officer Report with the Committee, starting with a Skilled Nursing Facilities (SNF) Team Update. Dr. Pitts noted that a SNF Action Team has been formed, and CalOptima Health has added Dr. Steven Arabo, a medical director with expertise in Medicare, Medi-Cal, and SNFs, to the SNF Action Team. Dr. Pitts added that the SNF Action Team held its kick-off meeting on June 6, 2023, which included attendees from UCI and Illumination Foundation. During the kick-off meeting the group identified several barriers to the current process and key steps needed to overcome those barriers, which included improved communications and creating a flow chart of how SNF patients receive care.

Dr. Pitts provided an update on the Cancer Screening Program, noting that CalOptima Health’s Population Health Management (PHM) department is leading the Comprehensive Cancer Screening and Support Program approved by the Board in December 2022. CalOptima Health’s physicians leading the program are Dr. Richard Lopez and Dr. Shilpa Jindani. PHM is working to partner with a

variety of stakeholders, including, but not limited to, The Orange County Cancer Coalition, UCI Chao Family Comprehensive Cancer Center, Vietnamese American Cancer Foundation, American Cancer Society, Susan G. Komen Foundation, and Coalition of Community Health Centers. Dr. Pitts noted that the mammography pilot with City of Hope that launched on May 1, 2023, has been going very well.

### **PUBLIC COMMENTS**

There were no requests for public comment.

### **CONSENT CALENDAR**

2. Approve the Minutes of the March 15, 2023 Special Meeting of the CalOptima Board of Directors' Quality Assurance Committee

***Action: On motion of Director Mayorga, seconded and carried, the Committee approved the Consent Calendar as presented. (Motion carried 3-0-0)***

### **REPORTS/DISCUSSION ITEMS**

3. Recommend that the Board of Directors Approve the 2022 CalOptima Health Utilization Management Program Evaluation and the 2023 CalOptima Health Integrated Utilization Management/Case Management Program Description

Kelly Giardina, Executive Director, Clinical Outcomes, introduced the item, starting with the short and long-term accomplishments of the 2022 Utilization Management (UM) Program. Some of the accomplishments and interventions included: daily prior authorization and inventory management protocols, turnaround time monitoring, staff education and inter-rater reliability testing, enhanced staff coaching with an added clinical trainer, weekend non-clinical, nursing and M.D. coverage, and command center monitoring for timely notification of determinations. Ms. Giardina noted that CalOptima Health's medical directors' responsibilities and capacity were expanded, and behavioral health staff have an enhanced role in the development and oversight of the UM Program. Ms. Giardina reviewed various metrics with the Committee, including areas for improvement.

Stacie Oakley, R.N., Director, Utilization Management, introduced the 2023 CalOptima Health Integrated UM and Case Management (CM) Program Description. Ms. Oakley provided a brief overview of the newly integrated 2023 UM and CM programs.

***Action: On motion of Director Mayorga, seconded and carried, the Committee recommended Board of Directors' approval of the 2022 CalOptima Health Utilization Management Program Evaluation, and recommended Board of Directors' approval of the 2023 CalOptima Health Integrated Utilization Management and Case Management Program Description. (Motion carried 3-0-0)***

4. Recommend Board of Directors Appointments to the CalOptima Health Whole-Child Model Family Advisory Committee

Yunkyung Kim, Chief Operating Officer, introduced the item.

***Action: On motion of Director Tran, seconded and carried, the Committee recommended that the Board of Directors: The Whole-Child Model Family Advisory Committee recommends: 1.) Reappointment of the following individuals to each serve two-year terms on the Whole Child Family Advisory Committee, effective upon Board approval: a.) Monica Maier as an Authorized Family Member Representative for a term ending June 30, 2025; and b.) Lori Sato as an Authorized Family Member Representative for a term ending June 30, 2025. 2.) New appointment of the following individuals to each serve a two-year term on the Whole-Child Model Family Advisory Committee, effective upon Board approval: a.) Cally Johnson as an Authorized Family Member Representative for a term ending June 30, 2025; b.) Jennifer Heavner as an Authorized Family Member Representative for a term ending June 30, 2025; c.) Sofia Martinez as a Community Based Organization Representative for a term ending June 30, 2025; and d.) Janis Price as a Consumer Advocate Representative for a term ending June 30, 2025; and 3.) Reappoint Kristen Rogers an Authorized Family Member as the Committee Chair through June 30, 2024. (Motion carried 3-0-0)***

## **INFORMATION ITEMS**

### **5. Update on Assessment of Quality**

Ms. Kim presented an update on CalOptima Health's Assessment of Quality. She noted that the assessment took place during the first quarter of the year and that CalOptima Health had restructured and created a new standalone quality function with new leadership. Ms. Kim discussed CalOptima Health's Medicare star rating and noted that it had dropped by one star from four stars to three stars. She noted that the star ratings were based on quality and performance measures largely from HEDIS measures, which are the service measures and patient satisfaction and performance. Ms. Kim indicated that the OneCare program had a rating decrease for both Medicare Part C and Part D based on patient satisfaction. She noted that CalOptima Health has implemented interventions to improve the member experience.

### **6. National Committee for Quality Assurance (NCQA) Health Plan Accreditation Update**

Ms. Kim also presented an update on the CalOptima Health NCQA health plan accreditation. She noted that the Department of Health Care Services (DHCS) will require all Medi-Cal health plans and all subcontracted entities to be accredited by 2025. Ms. Kim noted that CalOptima Health is currently accredited and has been since 2012. Ms. Kim reviewed the criteria to be accredited which includes file reviews and six areas where CalOptima Health must obtain at least 80% of the points in those six areas in addition to providing Healthcare Effectiveness Data and Information Set (HEDIS), patient satisfaction scores and the corrective action plan (CAP) results annually. Ms. Kim noted that CalOptima Health had been NCQA accredited every two years since beginning the accreditation process in 2010. She also noted that CalOptima Health was last accredited in 2021 and will begin the accreditation process in 2023 for 2024.

7. HEDIS® MY2022 Preliminary Results

Ms. Kim reviewed the HEDIS® MY2022 preliminary results with the committee and noted that CalOptima Health had submitted its HEDIS results for 2022 to NCQA. Ms. Kim reviewed the preparation that went into the submission of the HEDIS results and noted that it was anticipated that the actual results would come out sometime in the Fall of 2023. She reminded the committee that HEDIS results also play into the Medicare star rating.

8. Program of All-Inclusive Care for the Elderly Member Advisory Committee Update

Ms. Macias provided an update on the recent activities of the PACE Member Advisory Committee.

The following items were accepted as presented.

9. Quarterly Reports to the Quality Assurance Committee

a. Quality Improvement Committee Report

b. Program of All-Inclusive Care for the Elderly Report

c. Member Trend Report

**COMMITTEE MEMBER COMMENTS**

The Committee members thanked staff for the work that went into preparing for the meeting. Chair Tran thanked Marsha Choo and Monica Macias for their reports.

**ADJOURNMENT**

Hearing no further business, Chair Tran adjourned the meeting at 4:40 p.m.

/s/ Sharon Dwiers

Sharon Dwiers

Clerk of the Board

*Approved:      October 17, 2023*

## **CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL**

### **Action To Be Taken November 2, 2023**

#### **Meeting of the CalOptima Health Board of Directors**

##### **Consent Calendar**

3. Approve Appointment to the CalOptima Health Board of Directors' Investment Advisory Committee

##### **Contact**

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

##### **Recommended Action**

Appoint Rick Fulford to the Investment Advisory Committee (IAC) for a two (2)-year term, beginning November 3, 2023.

##### **Background**

At a Special Meeting of the Board held on September 10, 1996, the Board authorized the creation of the CalOptima Health IAC, established qualifications for committee members, and directed staff to proceed with the recruitment of the volunteer members of the committee.

When creating the IAC, the Board specified that the committee would consist of five (5) members. One (1) member would automatically serve by virtue of his or her position as CalOptima Health's Chief Financial Officer. The remaining four (4) members would be Orange County residents who possess experience in one (1) or more of the following areas: investment banking, investment brokerage and sales, investment management, financial management and planning, commercial banking, or financial accounting.

At the September 5, 2000, meeting, the Board approved expanding the composition of the IAC from five (5) members to seven (7) members in order to have more diverse opinions and backgrounds to advise CalOptima Health on its investment activities.

##### **Discussion**

As part of the process of filling the vacancies, staff conducted a recruitment process intended to solicit a diverse applicant pool of candidates. The recruitment included an announcement on the CalOptima Health website, referrals from current Board and IAC members, and an advertisement in the local business journal. Staff received applications from two (2) interested candidates and submitted them to the IAC Nominations Ad Hoc Committee (Ad Hoc Committee) for review and recommendation. This Ad Hoc Committee was comprised of IAC members Rodney Johnson, James Meehan and Nancy Huang, and CalOptima Health staff.

Prior to conducting virtual interviews in July 2023, the Ad Hoc Committee evaluated each of the applications submitted. The Ad Hoc Committee recommends one candidate to the IAC for consideration and approval.

If appointed, the Ad Hoc Committee believes that the recommended candidate will provide leadership and service to CalOptima Health's investment policy oversight through his participation as an IAC member. The recommended candidate also has proven leadership and expertise in finance and asset management.

Rick Fulford retired in 2021 from PIMCO, where he was Head of Defined Contribution (401k Business) and led a 30-person team. During his twenty-one-year tenure at PIMCO, he served as Executive Vice President, Head of Public Pension, and Executive Vice President, Client Management in London, England. Mr. Fulford holds an MBA from the University of California, Irvine, a B.S. in Civil Engineering from California Polytechnic State University, San Luis Obispo, a Chartered Financial Analyst Designation, and a Professional Civil Engineer License.

**Fiscal Impact**

There is no fiscal impact. An individual appointed to the IAC assists CalOptima Health in suggesting updates to and ensuring compliance with CalOptima Health's Board-approved Annual Investment Policy, and to monitor the performance of CalOptima Health's investments, investment advisor and investment managers.

**Rationale for Recommendation**

The individual recommended for CalOptima Health's IAC has extensive experience that meets or exceeds the specified qualifications for membership on the IAC.

**Concurrence**

Troy R. Szabo, Outside General Counsel, Kennaday Leavitt  
Board of Directors' Investment Advisory Committee  
Board of Directors' Finance and Audit Committee

**Attachment**

N/A

/s/ Michael Hunn  
**Authorized Signature**

10/27/2023  
**Date**

## CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

**Action To Be Taken November 2, 2023**

### **Regular Meeting of the CalOptima Health Board of Directors**

#### **Consent Calendar**

4. Approve CalOptima Health's Calendar Year 2024 Member Health Rewards

#### **Contacts**

Richard Pitts, D.O., Ph.D., Chief Medical Officer, (714) 246-8491

Linda Lee, Executive Director, Quality Improvement, (657) 900-1069

#### **Recommended Action**

1. Approve CalOptima Health's Calendar Year 2024 Member Health Rewards for Medi-Cal and OneCare.

#### **Background**

CalOptima Health provides health rewards and incentives in the form of physical gift cards to eligible members to improve member health and quality outcomes. In calendar year 2023, CalOptima Health provided members with health rewards for preventive services in both Medi-Cal and OneCare, including breast cancer screening, cervical cancer screening, colorectal cancer screening, diabetes tests, postpartum care, osteoporosis testing, and annual wellness visits.

#### **Discussion**

Health rewards and incentives (R&I) motivate members to establish primary care relationships and get recommended preventive care and screenings. Rewards may encourage members to receive important tests and reinforce health behaviors. Incentives were selected based on clinical areas with the largest opportunity for improvement and those measures where CalOptima Health had performed below established benchmarks.

Staff recommends maintaining the following incentives from 2023 for calendar year 2024:

| <b>Medi-Cal</b>                 | <b>OneCare</b>  |
|---------------------------------|---|
| Annual Wellness Visit- \$50     | Annual Wellness Visit- \$50                               |
| Breast Cancer Screening- \$25   | Breast Cancer Screening- \$25                             |
| Cervical Cancer Screening- \$25 | Colorectal Cancer Screening (colonoscopy)- \$50           |
| Diabetes A1c Test- \$25         | Diabetes A1c Test- \$25                                   |
| Diabetes Eye Exam- \$25         | Diabetes Eye Exam- \$25                                   |
| Postpartum Check Up- \$50       | Osteoporosis Management for Members with a Fracture- \$25 |

Staff also recommends adding incentives for the following:

| <b>Medi-Cal</b>   | <b>OneCare</b>               |
|---|------------------------------|
| Colorectal Cancer Screening (colonoscopy)- \$50   | Health Risk Assessment- \$25 |
| Lead Screening- \$25  |                              |
| Diabetes Screening for People With Schizophrenia or Bipolar Disorder Who Are Using Antipsychotic Medications-\$25 |                              |
| Follow-Up Care for Children Prescribed ADHD Medication- \$25  |                              |

Members will receive R&I gift cards contingent upon complete member encounters with appropriate and complete coding. At the time of budgeting, staff assumed a member participation rate of 15% based on past participation rates and an anticipated increase in member participation. In the event participation rates are higher than assumed and exceed the budgeted amounts, staff will return to the Board for additional funding requests at future meetings.

### **Fiscal Impact**

The total estimated cost for the calendar year 2024 member health reward program is \$4.76 million for Medi-Cal and \$550,000 for OneCare. Funding for the recommended action for the period of January 1, 2024, through June 30, 2024, is a budgeted item under the CalOptima Health Fiscal Year (FY) 2023-24 Operating Budget. Management will include expenses for the period of July 1, 2024, through December 31, 2024, in the FY 2024-25 Operating Budget.

### **Rationale for Recommendation**

A member health reward program will strengthen the primary care provider-patient relationship, improve the quality of care delivered to CalOptima Health members by promoting preventive care, early identification, chronic care management, and identify opportunities to coordinate care based on an annual wellness visit.

### **Concurrence**

Troy R. Szabo, Outside General Counsel, Kennaday Leavitt  
Board of Directors' Quality Assurance Committee

### **Attachment**

None.

/s/ Michael Hunn  
**Authorized Signature**

10/27/2023  
**Date**

## **CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL**

**Action To Be Taken November 2, 2023**

**Regular Meeting of the CalOptima Health Board of Directors**

### **Consent Calendar**

5. Approve Actions Related to the Comprehensive Community Cancer Screening and Support Program

### **Contacts**

Richard Pitts, D.O., Ph.D., Chief Medical Officer, (714) 246-8491

Deanne Thompson, Executive Director, Marketing and Communications, (714) 954-2141

### **Recommended Actions**

1. Authorize up to \$5.3 million from the previously Board-allocated \$50.1 million for CalOptima Health Comprehensive Community Cancer Screening and Support Program to develop and implement a four-year Comprehensive Cancer Screening Awareness and Education Campaign.
2. Authorize the Chief Executive Officer to execute a contract amendment with Maricich Health to implement the four-year campaign, including extending the contract term through June 30, 2028.

### **Background and Discussion**

In December 2022, the CalOptima Health Board of Directors (Board) approved the Comprehensive Community Cancer Screening and Support Program with a reallocation from IGT 9 funds and an allocation from IGT 10 funds not to exceed \$50.1 million, in aggregate, over five years. The goal of the program is to increase early detection through improved awareness and access to cancer screening, decrease late-stage cancer diagnosis rates and mortality, and improve quality and member experience during cancer screening and treatment procedures among Medi-Cal members for breast, cervical, colon, and lung cancer in certain smokers.

CalOptima Health sought community input from stakeholders such as the University of California, Irvine Chao Family Comprehensive Cancer Center, Orange County Cancer Coalition (comprised of 19 organizations), and the Coalition of Orange County Community Health Centers. Stakeholders shared that members' willingness to get screened presents one of the biggest barriers. As such, staff identified an opportunity to invest in awareness and education on the importance of cancer screening and early detection.

In Spring 2022, CalOptima Health conducted a request for proposals to identify vendors for outside advertising agency services. CalOptima Health engaged Maricich Health to implement a General Awareness and Brand Development Campaign. The current three-year contract with Maricich Health began August 17, 2022, and expires on July 31, 2025, with two one-year renewal options.

To improve members' willingness to get screened, CalOptima Health staff propose to develop and implement a multichannel marketing cancer screening awareness and education campaign. Upon approval of the recommended action, CalOptima Health staff will execute a contract amendment with Maricich Health to modify the scope of work, revise payment terms and extend the contract

through June 30, 2028. Maricich Health will develop and implement the campaign with the following parameters:

1. Include community feedback and insight into the campaign strategy and design process;
2. Design and launch an impactful cancer awareness campaign that promotes screenings for breast, cervical, colon and lung cancer;
3. Deliver a clear message in multiple languages to effectively reach and engage individuals, leading to increased participation in cancer screening programs with emphasis on breast, cervical, colon, and lung cancer; and
4. Make a tangible and measurable impact on the overall health of the community by encouraging early detection and education to support saving lives in the fight against cancer.

The campaign will include the development of the following multimedia promotion elements:

- Television and video ads;
- Radio and audio advertisements;
- Out-of-home ads (billboards);
- Digital banner advertisements;
- Social media advertisements;
- Print advertisements; and
- Member communications.

Additionally, a campaign toolkit will be developed to share with external stakeholders, so that messaging can be amplified by trusted community partners. Materials shared with stakeholders will ensure a unified and clear message is spread across all residents of Orange County, including CalOptima Health members.

This campaign will provide a starting point to the overall Comprehensive Community Cancer Screening and Support Program. Staff will provide the Board with additional updates on the implementation of the screening program at future meetings.

### **Fiscal Impact**

The recommended action has no additional fiscal impact. A previous Board action on December 1, 2022, authorized program funding from IGT 9 and 10 funds in an amount not to exceed \$50.1 million to the Comprehensive Community Cancer Screening and Support Program. CalOptima Health has already received IGT 9 and 10 funds.

### **Rationale for Recommendation**

CalOptima Health is committed to improving cancer screening rates, health outcomes, and member experience. Funding this recommended action will improve cancer screenings, early cancer diagnosis and treatment for CalOptima Health members and the broader community. Staff will bring additional opportunities related to the Community Cancer Screening and Support Program to the Board in the future.

### **Concurrence**

James Novello, Outside General Counsel, Kennaday Leavitt

**Attachments**

1. Previous Board Action December 1, 2022, “Authorize Actions Related to the CalOptima Health Comprehensive Community Cancer Screening and Support Program for Medi-Cal Members.”
2. Entities Covered by this Recommended Action
3. Cancer Screening Awareness and Education Campaign Proposal

/s/ Michael Hunn  
**Authorized Signature**

10/27/2023  
**Date**

## **CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL**

### **Action To Be Taken December 1, 2022**

### **Regular Meeting of the CalOptima Health Board of Directors**

#### **Report Item**

28. Authorize Actions Related to the CalOptima Health Comprehensive Community Cancer Screening and Support Program for Medi-Cal Members

#### **Contacts**

Richard Pitts, D.O., Ph.D., Chief Medical Officer, (714) 246-8491

Katie Balderas, Director III, Population Health Management, (657) 235-6907

#### **Recommended Actions**

1. Approve the recommended expenditure plan for the CalOptima Health Comprehensive Community Cancer Screening and Support Program for Medi-Cal Members in an amount not to exceed \$50.1 million; and
2. Authorize funding the program over the five-year period from:
  - a. A reallocation of \$19,134,815 from Intergovernmental Transfer (IGT) 9 funds previously allocated for the Whole Child Model (WCM) program and the 24/7 Virtual Urgent Care Services After Hours Initiative; and
  - b. An allocation of the remaining IGT 10 funds, estimated at \$31.0 million.

#### **Background & Discussion**

CalOptima Health strives to be the healthcare exemplar for all Orange County (OC) residents. The goal is for all of Orange County to have the lowest in the nation late-stage cancer incidence rate for breast, cervical, colon, and lung cancer in certain smokers. In other words:

- With rare exception, no one should die from breast cancer.
- With rare exception, no one should die from cancer of the cervix.
- With rare exception, no one should die from cancer of the colon.
- With rare exception, no one should die from lung cancer in certain heavy smokers.

CalOptima Health seeks to create a new OC health ethos with respect to cancer care by going after these four specific cancers that are relatively easy to detect compared to many more occult cancers. Early detection of these specific cancers has an incredible return on investment. CalOptima intends to build this new ethos by leveraging the key cancer centers and community opinion makers to the point where cancer detection for these specific cancers is part of the community's daily discussions. Additionally, having the lowest late-stage cancer detection in the nation will be a source of intense community pride.

CalOptima Health proposes a five year, approximately \$50.1 million Comprehensive Community Cancer Screening and Support Program. The program will increase early detection through improved awareness and access to cancer screening, decrease late-stage cancer diagnoses rates and mortality, and improve quality and member experience during cancer screening and treatment procedures among Medi-Cal members.

The proposed Comprehensive Community Cancer Screening and Support Program will create a culture of cancer prevention, early detection and collaboration with partners towards a shared goal of

dramatically decreasing late-stage cancer incidence and ensuring that all Medi-Cal members have equitable access to high quality care. The Program will use a phased-in approach to invest approximately \$10 million per year over the next five years toward the following three pillars:

- 1) Increasing community and member awareness and engagement;
- 2) Increasing access to cancer screening; and
- 3) Improving member experience throughout cancer treatment.

As of November 14, 2022, 3,925 CalOptima Health members were newly diagnosed with cancer. Of these cases, 480 are lung cancer, 565 are breast cancer, 120 are cervical cancer, and 477 are colorectal cancer. The COVID-19 pandemic has significantly disrupted preventive care and cancer screenings, leading to a decrease in early detection and treatment<sup>1</sup>. Between 2019 and 2021, Medi-Cal Healthcare Effectiveness Data and Information Set (HEDIS) rates decreased by approximately 5% for breast and cervical cancer screenings. Currently, more than one-third of eligible members have not received their cervical, breast, or colorectal cancer screenings.

Increasing these cancer screening rates is crucial for the early diagnosis and treatment of cancer, ultimately increasing life expectancy, quality of life, and reducing healthcare costs. For example, the five-year survival rate for colorectal cancer that has spread is only 15 percent, compared to a 90 percent survival rate when detected earlier at a localized stage. Yet every year in Orange County, an average of 1,500 community members are diagnosed with late-stage cancer of the breast, cervix, or colon<sup>2</sup>. Additionally, trends in late-stage colorectal cancer diagnoses significantly increased over the most recent ten-year period in Orange County, and in 2022, colorectal cancer will likely continue to be the second leading cause of cancer-related deaths following lung cancer<sup>1</sup>.

Staff plan to collaborate with the Orange County Cancer Coalition, providers, health networks, and community-based organizations to ensure that funds are utilized equitably to address disparities and build sustained capacity in the cancer screening and treatment community infrastructure.

#### Recommended Funding Source

Staff recommends reallocation of unused IGT 9 funds and allocation of the remaining IGT 10 funds in order to support this program over a five-year period. Specifically, there is \$19,134,815 available in two initiatives previously approved by the Board on April 2, 2020 (see table below). After finalizing the state funding and risk corridor settlement for the WCM program with our health networks, the actual need for IGT 9 funds for this purpose was lower than originally anticipated. Additionally, after conducting user research, management directed staff to end the 24/7 Virtual Urgent Care Services After Hours Initiative due to competing priorities and limited value to CalOptima Health members at this time.

CalOptima Health's share of IGT 10 funds is \$67.82 million, of which \$45.15 million was received in May 2021, \$18.42 million was received in December 2021 and \$4.25 million was received in March 2022. As of February 3, 2022, the Board has allocated \$36.90 million of IGT 10 funds, leaving

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<sup>1</sup> <https://www.science.org/doi/10.1126/science.abd3377>

<sup>2</sup> <https://statecancerprofiles.cancer.gov/index.html>

approximately \$30.92 million unallocated. More information on IGT 10 is attached. The total program funding requested from IGT funds over five (5) years is approximately \$50.1 million.

| IGT  | Amount              |
|--|---------------------|
| IGT 9: Proposed Reallocation                               |                     |
| • Whole Child Model  | \$17,134,815        |
| • 24/7 Virtual Urgent Care Services After Hours Initiative | <u>\$2,000,000</u>  |
| <i>Subtotal</i>  | \$19,134,815        |
| IGT 10: Proposed Allocation                                | \$30,916,053        |
| <b>Total</b>   | <b>\$50,050,868</b> |

Staff will return with additional recommended actions and a more detailed implementation plan for Board review and approval at a future meeting.

### **Fiscal Impact**

The recommended action to authorize reallocation of \$19,134,815 in IGT 9 funds and allocation of the remaining IGT 10 funds, estimated at \$31.0 million does not have a net fiscal impact to CalOptima Health's total net assets since the IGT revenue has been or will be recognized in the fiscal year the funds are received.

### **Rationale for Recommendation**

CalOptima Health is committed to improving cancer screening rates and health outcomes for members. The recommended action will improve access to cancer screenings, early cancer diagnosis, and treatment for CalOptima health members.

### **Concurrence**

James Novello, Outside General Counsel, Kennaday Leavitt

### **Attachments**

1. Previous Board Action February 3, 2022, "Authorize Allocation of Intergovernmental Transfer (IGT) 10 Funds to the Coronavirus (COVID-19) Member Vaccination Incentive Program (VIP)"
2. Intergovernmental Transfers (IGT) 10 Summary

/s/ Michael Hunn  
**Authorized Signature**

11/23/2022  
**Date**

## **CALOPTIMA BOARD ACTION AGENDA REFERRAL**

### **Action To Be Taken February 3, 2022**

### **Regular Meeting of the CalOptima Board of Directors**

#### **Consent Calendar**

13. Authorize Allocation of Intergovernmental Transfer (IGT) 10 Funds to the Coronavirus (COVID-19) Member Vaccination Incentive Program (VIP)

#### **Contacts**

Richard Helmer, Chief Medical Officer (Interim), 714-468-1100

Marie Jeannis, Executive Director, Quality and Population Health Management, 714-246-8591

#### **Recommended Action**

Authorize the allocation of Intergovernmental Transfer (IGT) 10 funds in an amount not to exceed \$421,200 for staffing resources for the COVID-19 Member VIP.

#### **Background**

In 2021, the CalOptima Board of Directors approved CalOptima's COVID-19 Member VIP. The goal of this program was to motivate members to get the required doses of COVID-19 vaccines by providing \$25 non-monetary gift card per vaccine and booster. Additionally, on March 4, 2021, the Board approved the use of Intergovernmental Transfer (IGT) 10 funds for two temporary staff in support of administrative assistance for the COVID VIP Program. Although CalOptima has made significant strides in vaccination, the COVID-19 pandemic continues to impact the well-being of our members.

In 2021, CalOptima membership grew from 800,000 to over 860,000. Additionally, the number of CalOptima members eligible for the COVID-19 vaccine increased, from 408,000 to over 810,000, as a result of the Food and Drug Administration approving vaccines for members 5 – 11 years of age and boosters for all individuals 16 years and older. Eligible members can receive up to three \$25 non-monetary gift cards (one gift card per dose and one for the booster). Depending on the vaccine dose requirement and member participation, CalOptima may potentially distribute over 1.6 million gift cards.

As of January 14, 2022, CalOptima has distributed more than 578,000 gift cards to eligible members with the assistance of our fulfillment vendor. CalOptima's contracted fulfillment vendor is responsible for mailing gift cards to the largest Medi-Cal threshold language populations (i.e., English, Spanish, and Vietnamese). Of the 578,000 gift cards distributed, Population Health Management (PHM) staff has manually processed over 114,000 mailings to the smaller threshold language populations as well as processing returned mail. The volume of return mail averages 1,500 per month. Staff are also responsible for data entry, tracking and responding to member inquiries. Additionally due to the increase in gift card processing volumes, the ongoing pandemic and additional vaccine booster doses, the PHM Department call center has experienced a significant increase in incoming calls (see Attachment 4). As the number of members eligible for vaccines continues to grow, management anticipates that the volume of calls and returned mail will continue to increase.

### **Discussion**

To ensure timely and accurate processing for the COVID-19 Member VIP, staff recommends that the Board allocate additional funding for temporary staffing, not to exceed \$421,200, for calendar year (CY) 2022 through the end of the first quarter of CY 2023.

CalOptima staff proposes to allocate staffing resources through the utilization of Intergovernmental Transfer (IGT) 10 funds. CalOptima's share of IGT 10 funds is \$63.57 million (\$45.15 million was received in May 2021 and \$18.42 million was received in December 2021). As of December 20, 2021, the CalOptima Board of Directors has allocated \$36.48 million of IGT 10 funds, leaving \$27.09 million unallocated. More information on IGT 10 is in Attachment 5.

### **Fiscal Impact**

The recommended action to allocate up to \$421,200 in IGT 10 funds for staffing resources for the COVID-19 Member VIP has no net fiscal impact to CalOptima's Fiscal Year 2021-22 Operating Budget approved by the Board on June 3, 2021. Expenditure of IGT funds is for covered Medi-Cal services provided to CalOptima members and does not commit CalOptima to future budget allocations.

### **Rationale for Recommendation**

Authorization of the expenditures will allow CalOptima to process and assist members with their COVID-19 Member VIP questions and concerns in a timely manner. The recommended action will support CalOptima's efforts to help achieve community immunity and continue providing access to quality health care for members during the ongoing pandemic.

### **Concurrence**

Gary Crockett, Chief Counsel

### **Attachments**

1. Previous Board Action January 7, 2021, "Consider Authorizing Coronavirus (COVID-19) Vaccination Member Incentive Program for Calendar Year 2021"
2. Previous Board Action March 4, 2021, "Consider Ratification and Authorization of Additional Unbudgeted Expenditures Related to Coronavirus (COVID-19) Member Vaccination Incentive Program"
3. Previous Board Action December 20, 2021, "Consider Recommending that the Board of Directors Authorize Extension of CalOptima's Coronavirus (COVID-19) Member Vaccination Incentive Program (VIP) for Calendar Year 2022"
4. Population Health Management Weekly Incoming Call Volume Analysis 2020-2021 & Customer Service Incoming Call Volumes
5. Intergovernmental Transfers (IGT) 10 Summary

CalOptima Board Action Agenda Referral  
Authorize Allocation of Intergovernmental Transfer  
(IGT) 10 Funds to the Coronavirus (COVID-19)  
Member Vaccination Incentive Program (VIP)  
Page 3

**Board Actions**

| <b>Board Meeting Dates</b> | <b>Action</b>   | <b>Term</b> | <b>Not to Exceed Amount</b>                |
|----------------------------|---|-------------|--|
| January 7, 2021            | Consider Authorizing Coronavirus (COVID-19) Vaccination Member Incentive Program for Calendar Year 2021   | CY 2021     | \$35,000,000                               |
| March 4, 2021              | Consider Ratification and Authorization of Additional Unbudgeted Expenditures Related to Coronavirus (COVID-19) Member Vaccination Incentive Program                          | CY 2021     | \$1,179,619                                |
| December 20, 2021          | Consider Recommending that the Board of Directors Authorize Extension of CalOptima's Coronavirus (COVID-19) Member Vaccination Incentive Program (VIP) for Calendar Year 2022 | CY 2022     | The original funding level of \$35 million |

/s/ Michael Hunn  
**Authorized Signature**

01/27/2022  
**Date**

## **CALOPTIMA BOARD ACTION AGENDA REFERRAL**

### **Action To Be Taken January 7, 2021** **Special Meeting of the CalOptima Board of Directors**

#### **Report Item**

5. Consider Authorizing Coronavirus (COVID-19) Vaccination Member Incentive Program for Calendar Year 2021

#### **Contacts**

Emily Fonda, M.D., MMM, CHCQM, Interim Chief Medical Officer, 714-246-8887

Betsy Ha, Executive Director, Quality and Population Health Management, 714-246-8574

Ladan Khamseh, Chief Operating Officer, (714) 246-8866

#### **Recommended Actions**

1. Authorize the development and implementation of a COVID-19 Vaccination Incentive Program (VIP) for Calendar Year (CY) 2021, as described below, to increase member participation and ensure community safety amid the COVID-19 pandemic, subject to DHCS approval prior to implementation;
2. Approve the recommended allocation of Intergovernmental Transfer (IGT) 10 funds, not to exceed \$20 million, to provide two \$25 nonmonetary gift cards to individual Medi-Cal members age 14 and older for receiving the two required doses of the COVID-19 vaccine (one gift card per shot); and
3. Authorize implementation of the VIP prior to CalOptima's receipt of IGT 10 funds from the State of California.
4. Authorize the Chief Executive Officer, with the assistance of Legal Counsel, to enter into an Memorandum of Understanding (MOU), and/or contract or contract amendment with the Orange County Health Care Agency (OCHCA) as appropriate for administration and implementation of the VIP.

#### **Background**

In late December 2020, the first doses of the COVID-19 vaccines arrived in Orange County. Vaccines will be distributed according to a phased approach, with high-priority groups vaccinated first and eventually the general public as determined by the California Department of Public Health and local health department. The U.S. Food and Drug Administration issued an emergency use authorization (EUA) for the Pfizer-BioNTech and Moderna vaccines, both of which offer more than 94% protection against COVID-19 when two doses are taken. Public health experts recommend that at least 70% of the population needs to get vaccinated to develop herd community, which can bring an end to the pandemic.

As the only Medi-Cal plan serving Orange County's most vulnerable residents, CalOptima is responding in collaboration with the Orange County Health Care Agency (OCHCA) to support the community in achieving herd immunity. The first step is a strategy that promotes COVID-19 vaccination, including tailoring member education on the importance of vaccination, dispelling misconceptions, and providing nonmonetary member incentives to ensure health equity across race, ethnicity and socioeconomic status. To support this effort, CalOptima staff is seeking an allocation of IGT 10 funds.

Intergovernmental Transfers (IGT) are transfers of public funds between eligible government entities, which are used to draw down federal funds for the Medi-Cal program. To date, CalOptima has participated in ten Voluntary Rate Range IGT transactions. Funds from IGTs 1 through 9 have been

received, and IGT 10 funds will be distributed in two separate installments, which are expected from the state in 2021.

### **Discussion**

Subject to state approval, staff will work with various internal and external partners on a member outreach program that provides COVID-19 vaccine information. The proposed program includes:

1. A mailing to all members with information about the vaccine.
2. A targeted text messaging campaign. When different priority groups are permitted to be vaccinated, CalOptima will send out targeted text messages to these members letting them know the following:
  - a. They are now eligible to be vaccinated.
  - b. Where they need to go to be vaccinated. (This information is not yet available, but staff continue to work with OCHCA to establish vaccine events in targeted geographic locations within the county. The vaccine events are likely to begin in Spring 2021, but may extend into the fall, depending on the vaccine distribution timeline as established by OCHCA.)
3. A targeted phone call campaign to population segments who are at high risk for not getting vaccinated. This will begin once the vaccine is widely available to at least essential workers, according to the phased approach.

Staff projects that as many as 400,000 members will participate in this program. To encourage members to participate in vaccination, staff proposes to provide two \$25 nonmonetary gift cards for Medi-Cal members age 14 and older for receiving each of two doses of the COVID-19 vaccine, for a total of \$50. Members will be encouraged to sign up with the OCHCA's app, Othena, at no cost, to receive the gift card incentives, one gift card for each shot received. The app is being developed to help healthcare providers track vaccine recipients to ensure they get a booster shot and to monitor for side effects. Staff is also seeking authority to enter into a Memorandum of Understanding (MOU) and/or contract or contract amendment with the County as necessary to implement the program. If it is subsequently determined that agreements with other entities, organizations or vendors are necessary, staff will return to the Board with further recommendations for consideration at a later date.

The targeted timeframe for the COVID-19 nonmonetary incentive is CY 2021. IGT 10 funds have not yet been received. For the approved and funded IGT transactions to date, the net proceeds have been evenly divided between CalOptima and the respective funding partners, and funds retained by CalOptima have been invested in addressing member's unmet health care needs. It is anticipated that CalOptima's share of IGT 10 funds will be approximately \$66 million (\$43.3 million in Spring 2021 and \$22.7 million in Fall 2021).

Due to timing issues, staff requests that the Board authorize the CEO to implement the COVID-19 Vaccination Incentive Program for CY 2021 prior to CalOptima's receipt of IGT 10 funds from DHCS. Providing the nonmonetary incentive to coincide with the availability of the COVID-19 vaccination to members will support CalOptima's health promotion efforts in our community.

It should be noted that since IGT 10 funds are accounted for in the same fashion as the Medi-Cal capitation revenue CalOptima receives from DHCS, to the extent that these funds are not expended on covered, medically necessary Medi-Cal services or qualifying quality initiatives, the expenditures would be charged to CalOptima's administrative loss ratio (ALR), rather than the medical loss ratio (MLR).

### **Fiscal Impact**

The recommended action to allocate up to \$20 million in IGT 10 funds to support the COVID-19 Vaccination Member Incentive Program has no net fiscal impact to CalOptima's Fiscal Year 2020-21 Operating Budget approved by the Board on June 4, 2020. Staff anticipates any cash expended to implement the program will be replenished when IGT 10 funds are received from DHCS. Expenditure of IGT funds is for restricted one-time purposes for covered Medi-Cal services to CalOptima members and does not commit CalOptima to future budget allocations.

### **Rationale for Recommendation**

Staff recommends adding a COVID-19 vaccination member incentive component to CalOptima's preventive initiatives to educate and encourage member participation. The recommended actions will support CalOptima's efforts to help the community reach herd immunity, address health disparities, and continue providing access to quality health care for members during the COVID-19 public health crisis.

### **Concurrence**

Gary Crockett, Chief Counsel

### **Attachments**

1. [Entities Covered by this Recommended Action](#)
2. [CalOptima Board Action dated February 6, 2020, Consider Pursuit of Proposals with Qualifying Funding Partners to Secure Medi-Cal Funds Through the Voluntary Rate Range Intergovernmental Transfer Program for Rating Period 2019-20 \(IGT 10\)](#)

/s/ Richard Sanchez  
**Authorized Signature**

12/31/2020  
**Date**

## **CALOPTIMA BOARD ACTION AGENDA REFERRAL**

### **Action To Be Taken March 4, 2021** **Regular Meeting of the CalOptima Board of Directors**

#### **Consent Calendar**

- 16 Consider Ratification and Authorization of Additional Unbudgeted Expenditures Related to Coronavirus (COVID-19) Member Vaccination Incentive Program

#### **Contacts**

Emily Fonda, M.D., MMM, CHCQM, Interim Chief Medical Officer, (714) 246-8887

Marie Jeannis, Interim Executive Director, Quality and Population Health Management, (714) 246-8591

#### **Recommended Actions**

1. Ratify and authorize the unbudgeted expenditures in an amount up to \$262,500 from existing reserves for mailing member education materials related to the Coronavirus (COVID-19) vaccination;
2. Authorize unbudgeted expenditures in an amount up to \$695,974 from existing reserves for the COVID-19 Member Vaccination Incentive Program (VIP) to include the OneCare and OneCare Connect populations, subject to regulator(s) approval, as necessary;
3. Authorize the allocation of Intergovernmental Transfer (IGT) 10 funds in an amount not to exceed \$221,145 for staffing resources for the COVID-19 Member VIP; and
4. Authorize funding for staffing resources for the COVID-19 Member VIP prior to CalOptima's receipt of IGT 10 funds from the State of California.

#### **Background**

On January 7, 2021, the CalOptima Board of Directors (Board) approved a COVID-19 Member VIP for calendar year 2021 (see Attachment 1). The goal of this program is to motivate members to get the required doses of COVID-19 vaccination by providing nonmonetary gift cards.

In addition to offering nonmonetary incentives, another essential strategy to promote vaccination is tailoring member education on the importance of vaccination and correcting misconceptions. As discussed at the Board's January 7, 2021 meeting, one element of the member communication plan is to mail information about the vaccine to all members. To provide this information in a timely manner, in February 2021, CalOptima has mailed member educational pieces (e.g., a cover letter addressing the importance of receiving vaccines, information on incentive administration, frequently asked questions, etc.) to all members. In addition, the texting campaign, which is another element of the strategy for member outreach, is currently pending approval by the Department of Health Care Services (DHCS), and staff will seek any additional required approvals as appropriate.

Staff also note that the OneCare (OC) and OneCare Connect (OCC) populations, among CalOptima's most vulnerable populations, were initially excluded from the COVID-19 Member VIP as this initiative is funded by IGT 10 dollars. In order to ensure the safety of these vulnerable populations and promote vaccination, staff recommend that the Board allocate additional funding for outreach and education of the OC and OCC members to align CalOptima's efforts with the County of Orange's COVID-19 Vaccine Equity Pilot Program (VEPP) deployment.

## **Discussion**

### ***Member Education Mailing***

Staff have been working with various internal and external partners on a member outreach program that provides COVID-19 vaccine information. The program includes a mailing to all members with information about the vaccine. Mailing outreach allows members who do not have a mobile phone or access to internet services to receive CalOptima's COVID-19 Member VIP information and other important vaccine-related information.

Staff estimates that the total cost for mailing educational materials, including postage, envelop, and printing and fulfillment, is \$250,000. In addition, staff estimates mailing approximately 5,000 to 5,500 gift cards each month from March through June 2021. The total estimated cost for gift card mailing is \$12,500.

### ***Expanding the COVID-19 Member VIP to OC and OCC***

OC and OCC members are among the highest risk populations that CalOptima serves due to their age and underlying chronic conditions. The OC/OCC populations are not eligible for IGT dollars as Medicare is their primary health insurance coverage; therefore, they were excluded from the COVID-19 Member VIP request that was approved at the Board's January 7, 2021 meeting. In order to promote vaccination among these populations, staff recommends that the Board authorize unbudgeted expenditures to expand the COVID-19 Member VIP to include OC and OCC members, subject to regulator(s) approvals as necessary.

Staff estimates a 70% vaccine take-up rate by OC and OCC members. The total estimated cost for Medicare member incentive gift cards and related gift card activation fees is \$64,000 for OC and \$631,974 for OCC. Staff note that OC and OCC members residing in long-term care settings and PACE members are excluded from this COVID-19 Member VIP.

### ***Staffing Resources for COVID-19 Member VIP***

In order to deploy the COVID-19 Member VIP in a timely and effective manner, staff recommends hiring a dedicated Program Specialist, Int. and two temporary staff under the Population Health Management department. The Program Specialist, Int. will work with various internal and external stakeholders to execute the planned activities, track vaccination status and member incentive distribution status. Staff proposes making this position permanent beyond the pandemic as member incentive programs continue to grow, and permanent staff resources would be beneficial to support coordination and tracking of various member incentives. Temporary staff will support any administrative and data entry related responsibilities.

The estimated salary and benefit expenses for the Program Specialist, Int. is \$147,225 for an 18 month period. The estimated cost for 2 temporary staff for a 9 month period or approximately 1,000 work hours is \$73,920.

CalOptima staff proposes staffing resources for COVID-19 Member VIP for up to \$221,145 through allocation of IGT 10 funds. It is anticipated that CalOptima's share of IGT 10 funds will be

approximately \$66 million (\$43.3 million in Spring 2021 and \$22.7 million in Fall 2021). Due to timing issues, staff requests the Board to authorize the CEO to approve this staff resources request prior to CalOptima's receipt of the IGT 10 funds from DHCS. As of February 1, 2021, the CalOptima Board of Directors has allocated \$36.2 million of the anticipated IGT 10 funds, leaving \$29.8 million unallocated. IGT 10 funds allocation recommendation requests totaling \$221,145, including this one, are being made today. More information on IGT 10 is attached.

### **Fiscal Impact**

The recommended actions to ratify and authorize mailing member education materials related to the COVID-19 vaccination and to include the OC and OCC populations in the COVID-19 Member VIP are unbudgeted items. An allocation of up to \$958,474 from existing reserves will fund these actions.

The recommended action to allocate up to \$221,145 for staffing resources for the COVID-19 Member VIP has no net fiscal impact to CalOptima's Fiscal Year 2020-21 Operating Budget approved by the Board on June 4, 2020. Staff anticipates any cash expended for this purpose will be replenished when IGT 10 funds are received from DHCS. Expenditure of IGT funds is for restricted, one-time purposes for covered Medi-Cal services to CalOptima members and does not commit CalOptima to future budget allocations.

### **Rationale for Recommendation**

Ratification and authorization of the expenditures will allow CalOptima to promote vaccination for all members regardless of their eligibility program. The recommended actions will support CalOptima's efforts to help the community reach herd immunity and continue providing access to quality health care for members during the COVID-19 public health crisis.

### **Concurrence**

Board of Directors' Finance and Audit Committee  
Gary Crockett, Chief Counsel

### **Attachments**

1. Board Action Dated January 7, 2021, Consider Authorizing Coronavirus (COVID-19) Vaccination Member Incentive Program for Calendar Year 2021
2. Intergovernmental Transfers (IGT) 10 Summary

/s/ Richard Sanchez  
**Authorized Signature**

02/24/2021  
**Date**

## **CALOPTIMA BOARD ACTION AGENDA REFERRAL**

### **Action To Be Taken December 20, 2021** **Special Meeting of the CalOptima Board of Directors**

#### **Consent Calendar**

15. Consider Authorizing an Extension of CalOptima's Coronavirus (COVID-19) Member Vaccination Incentive Program (VIP) for Calendar Year 2022

#### **Contacts**

Emily Fonda, MD, MMM, CHCQM, Chief Medical Officer, (714) 246-8887

Marie Jeannis, Executive Director, Quality & Population Health Management, (714) 246-8591

#### **Recommended Actions**

1. Recommend Extending CalOptima's Coronavirus (COVID-19) Member Vaccination Incentive Program through Calendar Year 2022 (CY 2022), and authorize the provision of vaccine incentives for Members who receive booster or additional doses of the COVID-19 vaccine; and
2. Authorize use of the previously approved allocation of unspent IGT 10 funds, not to exceed the original funding level of \$35 million, to include provision of a \$25 non-monetary gift card (one gift card per shot) to individual Medi-Cal members who receive a booster or additional dose of the COVID-19 vaccine.

#### **Background**

On January 7, 2021, the CalOptima Board of Directors allocated \$35 million in Intergovernmental Transfer (IGT) 10 funds for CalOptima's COVID-19 VIP (CalOptima VIP). Staff notes that the originally recommended request was \$20 million; however, during the Board meeting, the Board increased the allocation to \$35 million and approved an amended motion to include incentives for all CalOptima Medi-Cal members, subject to DHCS approval, for receiving the two doses of the COVID-19 vaccine, including children under 14 years of age. The program included Member Health Rewards for eligible CalOptima members to receive a \$25 gift card per vaccine for a maximum of \$50 per individual CalOptima Member. On the same day, the Board also approved \$400,000, from the Homeless Health Initiative, to provide Member Health Rewards for members experiencing homelessness.

On March 4, 2021, the Board approved \$695,974 from existing reserves to support OneCare and OneCare Connect Member Health Rewards, \$262,500 from existing reserves for member education materials and \$221,145 from IGT 10 funds for staffing resources.

On August 13, 2021, DHCS released APL 21-010: Medi-Cal COVID-19 VIP (DHCS VIP), to improve Medi-Cal members' vaccination rates across the state of California. DHCS allocated up to \$350 million statewide to incentivize COVID-19 vaccination efforts for the period September 1, 2021, through February 28, 2022. As presented at the August Board meeting, a combined total of \$250 million can be earned by health plans, including CalOptima, for activities designed to close the vaccination gaps for enrolled Medi-Cal members. The APL included \$100 million, to be used by all health plans, for direct member incentives of \$50, at maximum, per eligible enrollee. The DHCS VIP includes all unvaccinated CalOptima members, 12 years and older and has also identified populations of focus such as:

- Members who are homebound and unable to travel to vaccination sites
- Members between the ages of 50 and 64 with multiple chronic diseases

- Members who self-identify as persons of color, and younger members between the ages of 12 and 25.

CalOptima joined the DHCS VIP in September 2021 to increase the rates of vaccinated members. The Food & Drug Administration (FDA) has continued to authorize the COVID-19 vaccine for additional uses and populations after the implementation of the DHCS VIP, such as:

- Pfizer Booster was approved on September 22, 2021;
- Moderna and Johnson & Johnson Boosters were approved on October 20, 2021;
- Vaccine for children 5 – 11 years of age was approved on October 29, 2021.

As such, these populations are not covered under the DHCS VIP for member health rewards. To help ensure that all CalOptima members are fully vaccinated, staff proposes extending the CalOptima VIP through CY 2022 and using the remaining IGT funds to continue providing \$25 non-monetary gift cards for Medi-Cal members receiving the two required doses of the COVID-19 vaccine (one gift card per shot) and receiving a single COVID-19 booster shot.

### **Discussion**

To date, with the state's support and collaboration with various community organizations, CalOptima has achieved significant progress in vaccinating its members in CY 2021. As of November 5, 2021:

- 430,950 members, eligible for the vaccine, have been vaccinated;
- 417,857 of vaccinated members are eligible for non-monetary gift cards (371,178 gift cards have been fulfilled [~89%]);
- 65% of members aged 16 years and older received at least one dose of vaccine
- 63% of members aged 12 years and older received at least one dose of vaccine

Although CalOptima has made significant strides in vaccination, staff believes that we must continue outreach to the community and increase vaccination rates until herd immunity is reached. The targeted timeframe for the approved CalOptima VIP was for CY 2021 (January 1, 2021 – December 31, 2021). Therefore, staff recommends extending the CalOptima VIP through CY 2022, continuing to provide \$25 non-monetary gift cards for Medi-Cal members receiving the two required doses of the COVID-19 vaccine, and providing \$25 nonmonetary gift cards for Medi-Cal members receiving the single booster shot.

Staff believes these recommended actions will help ensure community safety amid the ongoing COVID-19 pandemic.

### **Fiscal Impact**

The recommended action to authorize the revision to and extension of the CalOptima Member VIP through December 31, 2022, has no net fiscal impact to CalOptima Fiscal Year 2021-22 Operating Budget approved by the Board on June 3, 2021.

As of October 18, 2021, approximately \$15.6 million of the \$35 million Board allocation has been spent. Staff anticipates the remaining \$19.4 million in IGT 10 funds will be sufficient to cover program expenses through December 31, 2022. Expenditure of these IGT funds is for covered Medi-Cal services to CalOptima members and does not commit CalOptima to future budget allocations.

### **Rationale for Recommendation**

Staff believes that non-monetary gift cards are great tools to motivate members to protect themselves from COVID-19 and increase member participation. The recommended actions will support CalOptima's efforts to continue reaching herd immunity and address health disparities during the COVID-19 public health crisis.

### **Concurrence**

Gary Crockett, Chief Counsel  
Board of Directors' Quality Assurance Committee

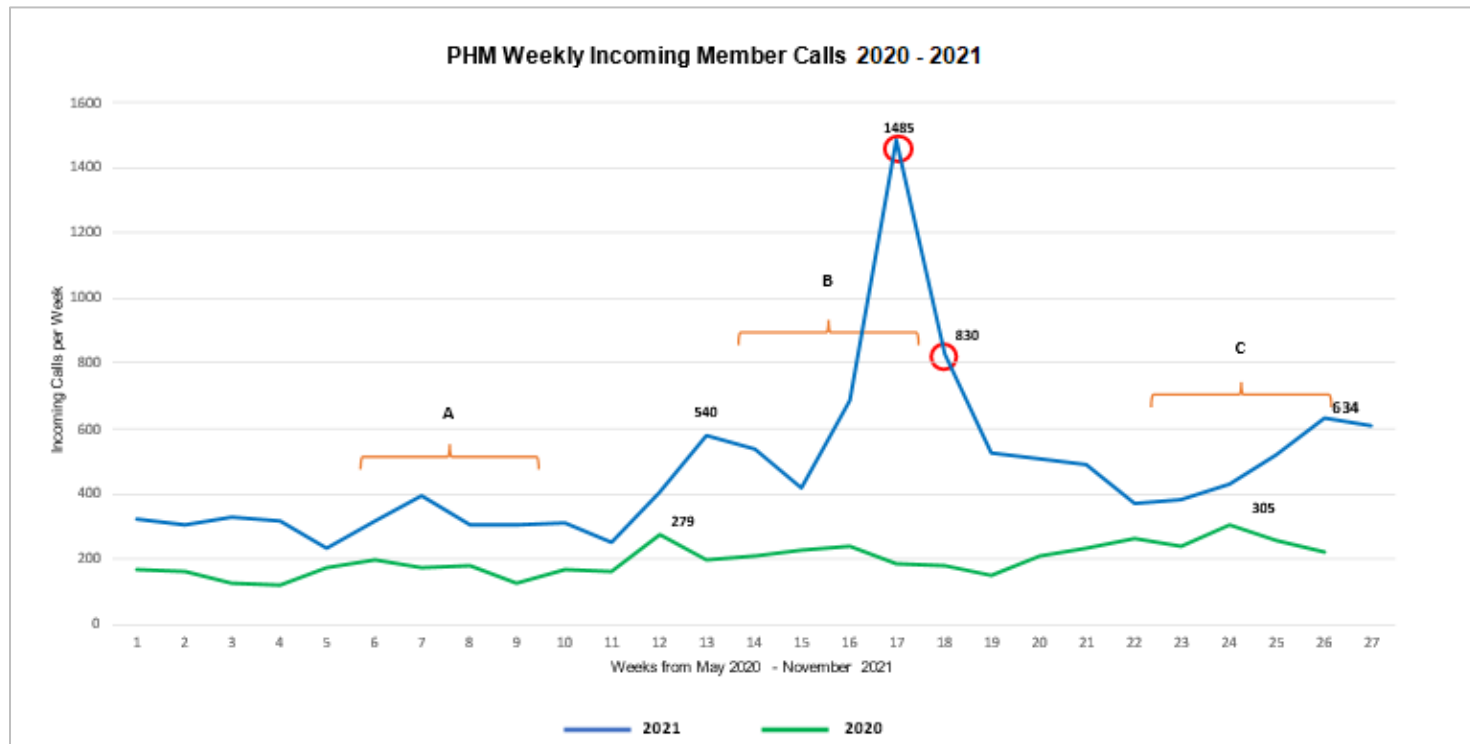
### **Attachments**

1. Previous Board Action January 7, 2021: Consider Authorizing Coronavirus (COVID-19) Vaccination Member Incentive Program for Calendar Year 2021
2. Previous Board Action January 7, 2021: Consider Authorizing Homeless Health Initiative Vaccination Intervention and Member Incentive Strategy in Response to the Coronavirus Pandemic
3. Previous Board Action March 4, 2021: Consider Ratification and Authorization of Additional Unbudgeted Expenditures Related to Coronavirus (COVID-19) Member Vaccination Incentive Program
4. Previous Board Action October 7, 2021: Consider Appropriation of Funds and Authorization of Unbudgeted Expenditures and Other Actions as Necessary to Implement the All-Plan Letter (APL) 21-010: Medi-Cal COVID-19 Vaccination Incentive Program

/s/ Michael Hunn  
**Authorized Signature**

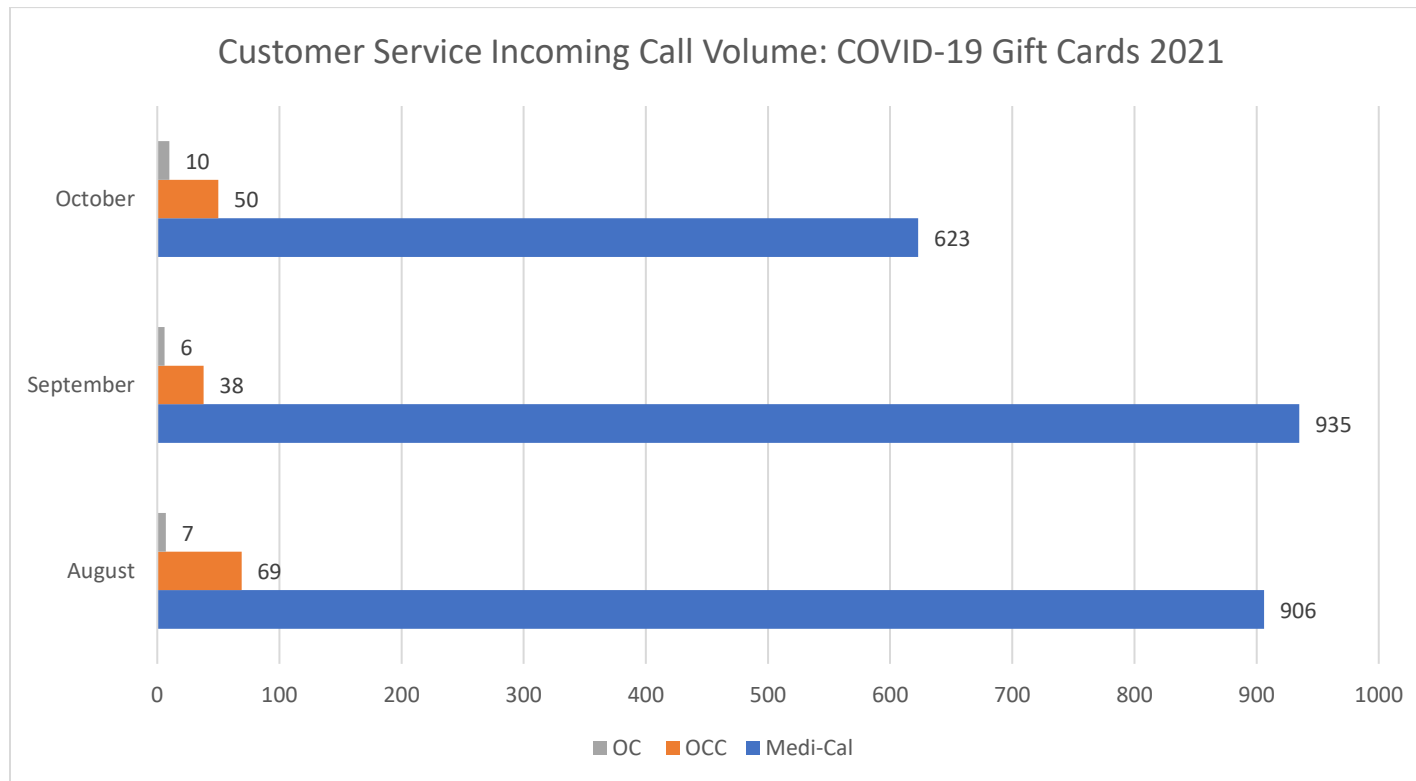
12/15/2021  
**Date**

## Population Health Management Weekly Incoming Call Volume Analysis 2020-2021



- A. Weeks 5-9 represent the time period in the month of June 2021 where 141,000 gift cards were processed. Within a two-week time frame the incoming calls to the Population Health Management (PHM) department jumped from an average of 175 per week to 540 calls per week at the peak level.
- B. Weeks 14-17 represent the time period in the month of August in which the internal address and privacy breach occurred. At this point in time 50,000 gift cards were deactivated. Within one week the call volume to the PHM department escalated to almost 1500 calls in one week.
- C. Weeks 23-26 represent the time period in which 90,000 gift cards were processed. An increase in incoming calls to the PHM department occurred with the peak point reaching 634 calls in one week.

## Customer Service Incoming Call Volumes COVID-19 Incentive Related Aug – Oct 2021



[Back to Item](#)

[Back to Item](#)

[Back to Agenda](#)

## Intergovernmental Transfers (IGT) 10 Summary

Intergovernmental Transfers (IGT) are transfers of public funds between eligible government entities, which are used to draw down federal funds for the Medi-Cal program. To date, CalOptima has participated in ten Voluntary Rate Range IGT transactions.

For the DHCS approved and funded IGT transactions to date, the net proceeds have been evenly divided between CalOptima and the respective funding partners, and funds retained by CalOptima have been invested in addressing member's unmet health care needs. CalOptima's share of IGT 10 funds is \$63.57 million (\$45.15 million was received in May 2021 and \$18.42 million was received in December 2021). As of December 20, 2021, the CalOptima Board of Directors has allocated \$36.48 million of IGT 10 funds, leaving \$27.09 million unallocated as follows:

| Date   | Initiative  | Amount                 |
|--|---|------------------------|
| <b>Total Received</b>                                      |   | <b>\$63.57 million</b> |
| 1/7/2021   | Orange County COVID-19 Nursing Home Prevention Program Grant Extension and Expansion        | \$1.2 million          |
| 1/7/2021   | COVID-19 Vaccination Member Incentive Program for Calendar Year 2021- Member Incentive      | \$35.0 million         |
| 3/4/2021   | COVID-19 Vaccination Member Incentive Program for Calendar Year 2021- Staffing              | \$221,145              |
| 12/20/2021   | Orange County COVID-19 Nursing Home Prevention Program Grant Extension and Expansion CY2021 | \$61,000               |
| <b>Total Allocated</b>                                     |   | <b>\$36.48 million</b> |
| <b>Unallocated</b>   |   | <b>\$27.09 million</b> |
| <b>Allocation Recommended in this Board Action Request</b> |   | <b>\$421,200</b>       |

It should be noted that since IGT 10 funds are accounted for in the same fashion as the Medi-Cal capitation revenue CalOptima receives from DHCS in the year received and thus will have an impact on medical loss ratio (MLR) and administrative loss ratio (ALR), in that year. Similarly, amounts will have an impact on MLR and ALR in the year the funds are spent. To the extent that these funds are not expended on covered, medically necessary Medi-Cal services or qualifying quality initiatives, the expenditures would be charged to CalOptima's ALR.

## Intergovernmental Transfers (IGT) 10 Summary

Intergovernmental Transfers (IGT) are transfers of public funds between eligible government entities, which are used to draw down federal funds for the Medi-Cal program. To date, CalOptima has participated in ten Voluntary Rate Range IGT transactions.

For the DHCS approved and funded IGT transactions to date, the net proceeds have been evenly divided between CalOptima and the respective funding partners, and funds retained by CalOptima have been invested in addressing member's unmet health care needs. CalOptima's share of IGT 10 funds is \$67.82 million (\$45.15 million was received in May 2021, \$18.42 million was received in December 2021 and \$4.25 million was received in March 2022). As of February 3, 2022, the CalOptima Board of Directors has allocated \$36.90 million of IGT 10 funds, leaving \$30.92 million unallocated as follows:

| Date   | Initiative  | Amount                 |
|--|---|------------------------|
| <b>Total Received</b>                                      |   | <b>\$67.82 million</b> |
| 1/7/2021   | Orange County COVID-19 Nursing Home Prevention Program Grant Extension and Expansion        | \$1.2 million          |
| 1/7/2021   | COVID-19 Vaccination Member Incentive Program for Calendar Year 2021- Member Incentive      | \$35.0 million         |
| 3/4/2021   | COVID-19 Vaccination Member Incentive Program for Calendar Year 2021- Staffing              | \$221,145              |
| 12/20/2021   | Orange County COVID-19 Nursing Home Prevention Program Grant Extension and Expansion CY2021 | \$61,000               |
| 2/3/2022   | COVID-19 Member Vaccination Incentive Program Staffing Resources (CY 2022-Q1 CY2023)        | \$421,200              |
| <b>Total Allocated</b>                                     |   | <b>\$36.90 million</b> |
| <b>Unallocated</b>   |   | <b>\$30.92 million</b> |
| <b>Allocation Recommended in this Board Action Request</b> |   | <b>\$30.92 million</b> |

It should be noted that since IGT 10 funds are accounted for in the same fashion as the Medi-Cal capitation revenue CalOptima receives from DHCS in the year received and thus will have an impact on medical loss ratio (MLR) and administrative loss ratio (ALR), in that year. Similarly, amounts will have an impact on MLR and ALR in the year the funds are spent. To the extent that these funds are not expended on covered, medically necessary Medi-Cal services or qualifying quality initiatives, the expenditures would be charged to CalOptima's ALR.

**ENTITIES COVERED BY THIS RECOMMENDED BOARD ACTION**

| <b>Name</b>  | <b>Address</b>                | <b>City</b> | <b>State</b> | <b>Zip Code</b> |
|--|-------------------------------|-------------|--------------|-----------------|
| Maricich & Associates, Inc.<br>DBA Maricich Health | 18201 McDermott W. Suite<br>A | Irvine      | CA           | 92614           |



CalOptima Health

# Cancer Screening Awareness and Education Campaign Proposal

August 24, 2023

maricich health

BRANDING | ADVERTISING | COMMUNICATIONS



## CalOptima Health: Cancer Screening Awareness and Education Campaign – Budget Overview

It's been a pleasure working with the CalOptima Health team on the rebranding campaign. To continue the momentum with community outreach, we are excited to present a high-impact proposal for the upcoming Cancer Screening Awareness and Education campaign, aimed at making a significant difference in the lives of our diverse Orange County community.

By leveraging our experiencing producing successful public health awareness and education campaigns and our successful ongoing collaboration with the CalOptima Health marketing and communications team, we can confidently set a goal to not only raise awareness about cancer screening, but also empower individuals to take proactive steps towards their health with a dynamic, engaging and results-driven marketing campaign.

The budget numbers contained within align with CalOptima Health's strategic objectives and the goal of making a substantial difference in cancer prevention and early detection. We firmly believe that this campaign will strengthen CalOptima Health's position in the market while saving lives and improving overall community health.

We're looking forward to embarking on this transformative journey with CalOptima Health.

Sincerely,

Mark Maricich, CEO

David Maricich, President



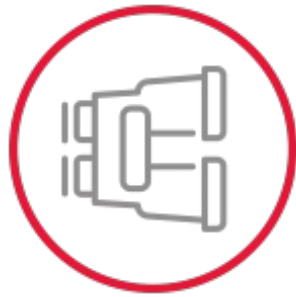
CalOptima Health



## AGENDA



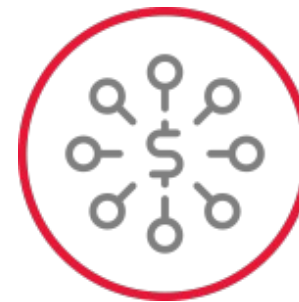
Executive  
Summary



Competitor  
Spend Review



Deliverables  
Overview



Campaign &  
Line-Item Costs



Next Steps  
& Timeline



# Executive Summary



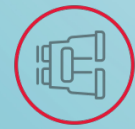
## EXECUTIVE SUMMARY

With the CalOptima Health brand refresh recently being completed to great success, this presents a valuable opportunity for the organization to extend this momentum to specific healthcare initiatives, including the Cancer Screening Awareness and Education campaign.

### Project Goals & Parameters:

- Launch an impactful cancer awareness campaign that promotes screenings for Breast, Lung, Colon, and Cervical cancer.
- The main goal of the campaign is to raise awareness about the significance of early detection and empower individuals to take charge of their health through regular screenings.
- By incorporating the successful elements of the brand refresh into this new campaign, CalOptima Health can ensure that the message about cancer screenings stands out and resonates with diverse target audiences.
- Delivering a clear message (in multiple languages) centered on core human truths will be key to effectively reaching and engaging individuals, leading to increased participation in cancer screening programs.
- Make a tangible and measurable impact on the overall health of the community by encouraging early detection and education to support saving lives in the fight against cancer.





# Competitive Spend Review



## CALOPTIMA HEALTH CANCER COMPETITIVE AD SPENDING

| Brand                             | Branding / Marketing Local Campaign Region | 2022 Advertising Media Spend (entire year) | Notes   |
|-----------------------------------|--|--|---|
| OC Health Care Agency             | OC   | \$7,000,000+*                              | *Based on County agenda reports for sports sponsorships. Other sources report this as \$9.25M |
| AltaMed                           | LA/OC                                      | \$11,164,998                               | For general budget reference  |
| Providence                        | LA/OC                                      | \$3,527,641                                | For general budget for reference  |
| Hoag                              | OC   | \$2,000,000+                               | Estimated based on breadth of current campaign  |
| Centers for Disease Control (CDC) | IE   | \$2,000,000+                               | Based on local cancer prevention campaign grants  |
| UCI Health                        | OC   | \$2,249,891                                | For general budget reference  |
| City of Hope                      | LA/OC                                      | \$2,415,198                                | May not include big campaign push that is currently in OC market.                             |
| County of Riverside               | IE   | \$1,000,000+                               | COVID prevention campaign for budget reference  |
| LA County Dept. Public Health     | LA   | \$12,000,000+                              | For general budget reference  |

Source: Nielsen & other references



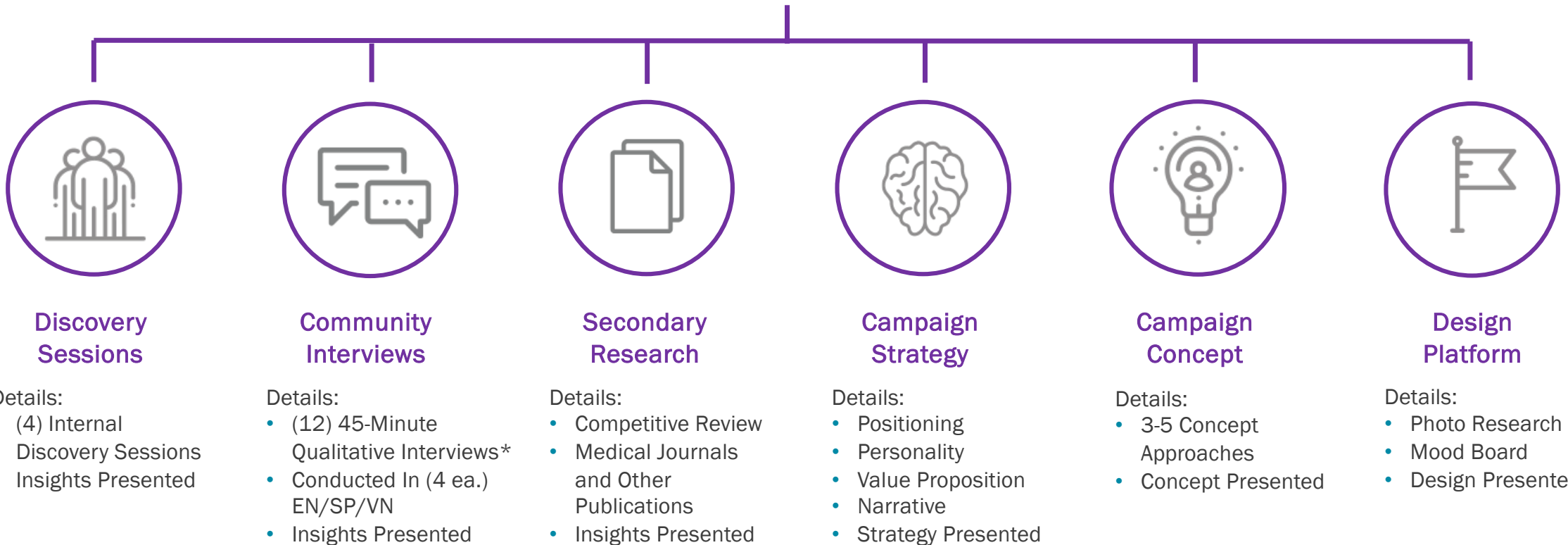
# Deliverables Overview



## DISCOVERY & STRATEGY DELIVERABLES



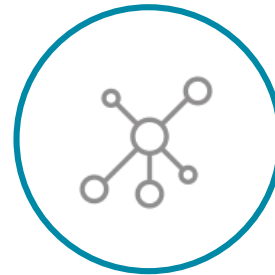
### Campaign Discovery & Strategy



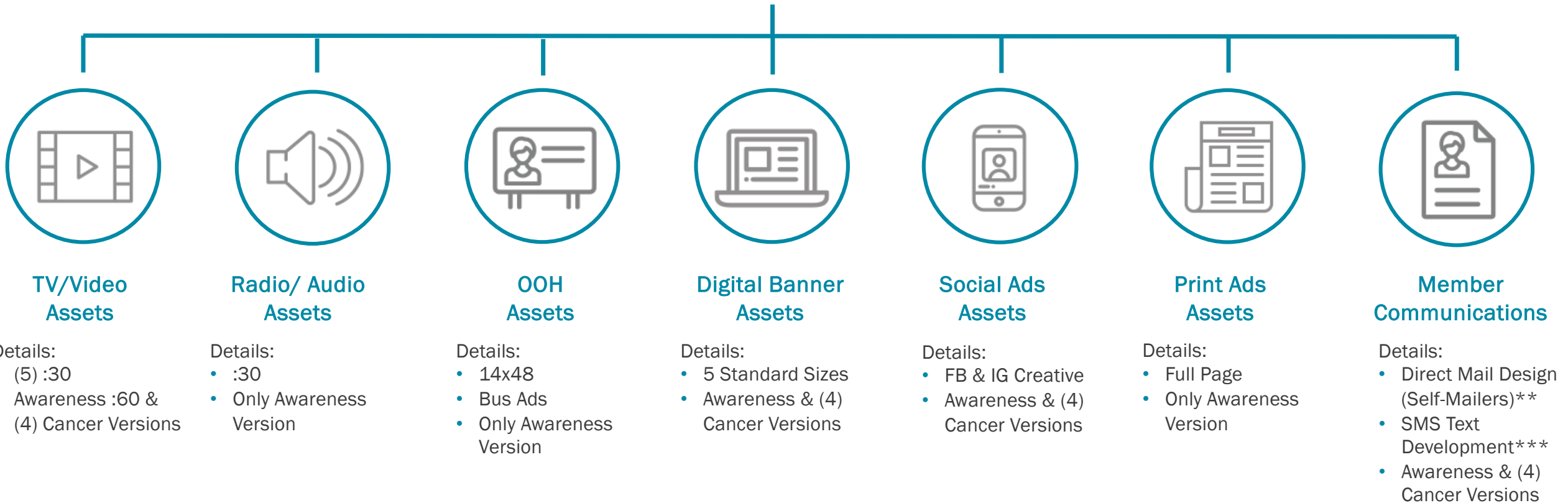
\* Interviews to be conducted by Maricich's Strategy team. 3<sup>rd</sup> party resource is available but will require a separate scope of work.



## EXECUTION DELIVERABLES OVERVIEW\*



### Campaign Execution



All General Market Creative Will Be Transcreated / Translated Into Spanish & Vietnamese

\*Full details and line-item breakdown of deliverables on page 13 --- Final deliverables subject to approved media plan.

\*\*Print production, mailing and postage costs will either be part of the media budget or handled internally by CalOptima Health

\*\*\* Includes content strategy and communication copy --- Deployment to be facilitated internally by CalOptima Health team




# Campaign & Line-Item Costs



CAMPAIGN & LINE-ITEM COSTS – YEAR ONE

Recommended Brand Development Budget Parameters

|  | Phase/Deliverables  | Recommended Budget      |
|--|---|-------------------------|
|  | <b>Campaign Platform Development &amp; Consulting</b><br>Research, Strategy, Campaign Messaging and Design Platforms & Campaign Concept | \$150,000*              |
|  | <b>Campaign Creation &amp; Execution</b><br>Media Plan/Community Outreach Plan, Campaign Development, Campaign Production               | \$477,000**             |
|  | <b>Campaign Media Costs</b><br>Media Costs, Monitoring & Reporting (1yr.)   | \$1,508,000***          |
|  |   | <hr/> \$2,135,000 TOTAL |

\*Leverage brand discovery and strategies to streamline process.  
\*\*Budget Recommendation only. Detailed list with pricing per tactic on the following slide  
\*\*\*Annual media recommendation – campaign is forecast to run for 4 years (total campaign budget for all years on slide 14)



# DELIVERABLES & PRICING DETAILS – YEAR ONE


| DELIVERABLES/TACTICS  | QUANTITY/<br>VERSIONING                        | COST        | NOTES   |
|---|--|-------------|---|
| Campaign Strategy, Focus Groups                                 | See notes section                              | \$150,000   | Elements included: Discovery, Target Audience Research, Positioning, Concept Development, Media/Tactical Plan Development, Transcreation Recommendations & wkly status                  |
| TV/Video Spots<br>(Awareness + 4 Cancer Ver.)                   | 15 Total (EN/SP/VN)<br>:30 (Aw) & :30 (4C)     | \$235,000** | Elements included: Creative Development, Storyboard, Production Development, Editing, Graphics, Stock Footage, VO Casting/Session, Production Allowance & Transcreation (Per Allowance) |
| Radio Spots<br>(Awareness Only)                                 | 3 Total (EN/SP/VN)<br>:30 Sec.                 | \$30,500**  | Elements included: Creative Development, Script Development, Production Development, VO Casting/Session, Production Allowance & Transcreation (Per Allowance)                           |
| OOH (Billboard)<br>(Awareness Only)                             | 18 Total (EN/SP/VN)<br>3 Creative & 6 Resize   | \$32,000    | Elements included: Creative Development, Production Development, Stock Footage/Imagery & Transcreation (Per Allowance)  |
| Digital Banner Ads<br>(Awareness + 4 Cancer Ver.)               | 50 Total (EN/SP/VN)<br>10 Creative & 40 Resize | \$20,000    | Elements included: Creative Development, Production Development, Stock Footage/Imagery & Transcreation (Per Allowance)  |
| Social Media Ads<br>(Awareness + 4 Cancer Ver.)                 | 30 Total (EN/SP/VN)<br>15 Creative (FB & IG)   | \$24,000    | Elements included: Creative Development, Production Development, Stock Footage/Imagery & Transcreation (Per Allowance)  |
| Print Ads<br>(Awareness Only)                                   | 6 Total (EN/SP/VN)<br>Full Page & 3 Resize     | \$20,000    | Elements included: Creative Development, Production Development, Stock Imagery & Transcreation (Per Allowance)  |
| Member Communications (DM & SMS)<br>(Awareness + 4 Cancer Ver.) | 30 Total (EN/SP/VN)<br>Self-Mailer & SMS       | \$30,500    | Elements included: Creative Development, Production Development, Stock Imagery & Transcreation (Per Allowance)  |
| Transcreation / Translation Allowance<br>(EN/SP/VN)             |  | \$85,000    | Transcreation & Translation services for all above listed assets into CalOptima Health’s core languages (EN/SP/VN)  |
| Total   |  | \$627,000   |   |

\*Estimate only and subject to change, will be adjusted based on approved media plan.



TOTAL CAMPAIGN COSTS – YEARS 1 THRU 4

Recommended Brand Development Budget Parameters

|  | Phase/Deliverables   | Recommended Budget      |
|--|--|-------------------------|
|  | <b>Year 1: Campaign Development &amp; Media</b><br>Discovery/Strategy, Campaign Development,<br>Campaign Production & Media              | \$2,135,000*            |
|  | <b>Years 2-4: Campaign Media Costs</b><br>Media Costs, Monitoring & Reporting  | \$2,715,000**           |
|  | <b>Campaign Creation, Refinement &amp; Execution</b><br>Creative Refinement Budget Allocation,<br>Development & Production (Est. Year 3) | \$150,000***            |
|  |  | <hr/> \$5,000,000 TOTAL |

\*See slides #12 and #13 for details.

\*\*Budget will be allocated evenly through years 2 thru 4 - \$905,000 per year

\*\*\*Budget allocation to refresh print, digital ads, social ads & OOH assets in approx. 2026 – any unused budget will be shifted to media



# Next Steps & Timeline



## OUR STRATEGIC & CREATIVE PROCESS



1

### DISCOVER

Stakeholder  
Discovery / Insights

.....

Target Audience  
Discovery / Insights

.....

Competitive  
Review / Insights



2

### PRESCRIBE

Directional  
Campaign  
Strategy

.....

Directional  
Campaign  
Positioning

.....

Directional  
Campaign  
Messaging



3

### DEVELOP

Campaign  
Strategy  
Refinement

.....

Campaign  
Concept (Big Idea)

.....

Tactical & Media  
Plan Development



4

### EXECUTE

Tactical, Digital &  
Media Consulting

.....

Creative  
Campaign  
Production

.....

Launch Internal,  
External  
Campaign



5

### ANALYZE

Marketing  
Performance Setup

.....






Collect Data  
Review KPIs  
& Insights

.....

Ongoing Campaign  
Reporting, Evolve & Reapply



CALOPTIMA HEALTH CANCER SCREENING INITIATIVE TIMELINE

|  | CalOptima Health Cancer Screening Campaign Initiative Work Plan & Schedule  | Oct | Nov | Dec | Jan 2024 | Feb | Mar | Apr 2024 thru 2027 |
|--|---|-----|-----|-----|----------|-----|-----|--------------------|
| DISCOVER<br>  | Stakeholder Interviews/Research, Target Audience Review, Competitive Review, Cancer Screenings Discovery Insights | ➡   |     |     |          |     |     |                    |
| PRESCRIBE<br> | Cancer Screenings Directional Campaign Strategy, Directional Positioning, and Directional Messaging Development   |     | ➡   |     |          |     |     |                    |
| DEVELOP<br>   | Campaign Strategy Refinement, Creative Campaign Concepting for Cancer Screenings Campaign Launch                  |     |     | ➡   |          |     |     |                    |
|  | Creative Review: Internal Socialization/External Stakeholder Input  |     |     |     | ➡        |     |     |                    |
| EXECUTE<br> | Tactical, Digital & Media Consulting, Creative Campaign Production, Finalize Media Plan                           |     |     |     | ➡        |     |     |                    |
|  | Phased Campaign Internal/External Rollout & Media Consulting (2024 details TBD)                                   |     |     |     |          | ➡   | ➡   | ➡                  |
| ANALYZE<br> | Marketing Performance Setup, Support, Ongoing Campaign Reporting & Account Management                             |     |     |     |          | ➡   | ➡   | ➡                  |

Estimated Budget: \$5,000,000



**Thank you!**



CONTRACT NO. 23-10009  
BETWEEN  
ORANGE COUNTY HEALTH AUTHORITY, A PUBLIC AGENCY, dba  
ORANGE PREVENTION & TREATMENT INTEGRATED MEDICAL ASSISTANCE, dba  
CALOPTIMA  
And  
Maricich & Associates, Inc., dba  
Maricich Health  
(CONTRACTOR)

THIS CONTRACT ("Contract") is made and entered into as of the date last signed below ("Effective Date"), by and between the Orange County Health Authority, dba CalOptima, a public agency, hereinafter referred to as "CalOptima" and Maricich & Associates, Inc., dba Maricich Health a corporation, hereinafter referred to as "CONTRACTOR." CalOptima and CONTRACTOR shall be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

- A. CalOptima desires to retain a contractor to provide Marketing & Advertisement Services, as described in the Scope of Work; and
- B. CONTRACTOR provides such services; and
- C. CONTRACTOR represents and warrants that it has the requisite personnel and experience and is capable of performing such services; and
- D. CONTRACTOR desires to perform these services for CalOptima; and
- E. CalOptima and CONTRACTOR desire to enter into this Contract on the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of their mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

1. Documents Constituting Contract. This Contract shall include the following documents ("Contract Documents"), in the order of descending precedence: (i) this Contract, inclusive of all its exhibits and attachments, and any amendments thereto; (ii) CalOptima's Request for Proposal ("RFP") 22-054, inclusive of any revisions, amendments and addenda thereto; and; (iii) CONTRACTOR's proposal dated May 23, 2022. Any new terms and conditions attached to CONTRACTOR's best and final offer, proposal, invoices, or request for payment, shall not be incorporated into the Contract Documents or be binding upon CalOptima unless expressly accepted by CalOptima in writing. All documents attached to this Contract and/or referenced herein as a "Contract Document" are incorporated into this Contract by this reference, with the same force and effect as if set forth herein in their entirety. Changes hereto shall not be binding upon CalOptima except when specifically confirmed in writing by an authorized representative of CalOptima and issued in accordance with Section 17, Modifications, herein. In the event of any conflict of provisions among the documents constituting the Contract, the provisions shall prevail in the above-referenced descending order of precedence.
2. Statement of Work.
  - 2.1 CONTRACTOR shall perform the work necessary to complete, in a manner satisfactory to CalOptima, and if applicable, to the Centers for Medicare and Medicaid Services ("CMS"), the California Department of Health Care Services ("DHCS"), and/or the California Department of Managed Health Care ("DMHC"), as applicable, the services set forth in Exhibit A entitled "Scope of Work," which is attached hereto and incorporated herein by this reference. CONTRACTOR shall also perform in accordance with its Proposal dated May 23, 2022.

### 3. Insurance.

3.1 Prior to undertaking performance of services under this Contract and at all times during performance hereunder, and entirely at CONTRACTOR's sole expense, CONTRACTOR shall maintain the following insurance, which shall be full-coverage insurance not subject to self-insurance provisions, and CONTRACTOR shall not of its own initiative cause such insurance to be canceled or materially changed during the term of this Contract:

#### 3.1.1 Required Insurance:

3.1.1.1 Commercial General Liability, including Contractual liability and coverage for Independent Contractors on an occurrence basis on an ISO form GC 00 01 or equivalent covering bodily injury and property damage with the following minimum liability limits:

3.1.1.2 Per Occurrence: \$1,000,000

3.1.1.3 Personal Advertising Injury: \$1,000,000

3.1.1.4 Products Completed Operations: \$2,000,000

3.1.1.5 General Aggregate: \$2,000,000

3.1.2 Commercial Automobile Liability covering any auto, whether owned, leased, hired, or rented, on an ISO form CA 0001 or equivalent in the amount of \$1,000,000 combined single limit for bodily injury or property damage.

3.1.3 Workers' Compensation and Employers' Liability Policy written in accordance with the laws of the State of California ("State") and providing coverage for all of CONTRACTOR's employees:

3.1.3.1 This policy must provide statutory coverage for Workers' Compensation.

3.1.3.2 This policy must also provide coverage for \$1,000,000 Employers' Liability for each employee, each accident, and in the general aggregate.

3.1.4 Professional Liability insurance covering the CONTRACTOR's professional errors and omissions with the following minimum limits of insurance:

3.1.4.1 Per occurrence: \$1,000,000

3.1.4.2 General aggregate: \$2,000,000

3.1.5 Commercial crime policy covering employee theft and dishonesty, forgery and alteration, money orders and counterfeit currency, credit card fraud, wire transfer fraud, and theft of client property, with the following minimum limits of \$1,000,000 per occurrence:

3.1.5.1 Cyber and Privacy Liability insurance with the following minimum limits of insurance covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to Insured and for claims involving any professional services for which

CONTRACTOR is engaged with Insured for such length of time as necessary to cover any and all claims.

- a) Privacy and Network Liability: \$1,000,000
- b) Internet Media Liability: \$1,000,000
- c) Business Interruption & Expense: \$1,000,000
- d) Data Extortion: \$1,000,000
- e) Regulatory Proceeding: \$1,000,000
- f) Data Breach Notification & Credit Monitoring: \$1,000,000

- 3.2 Prior to commencement of any work hereunder, CONTRACTOR shall furnish to CalOptima's Purchasing Department additional insured endorsements and also broker-issued Certificate(s) of Insurance showing the required insurance coverages for CONTRACTOR, and further providing that:

**Certificate Requirements:**

- 3.2.1 CalOptima's officers, officials, directors, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. This provision applies to CONTRACTOR's General Liability and Auto Liability policies and must be on ISO form CG 20 10 or equivalent.
- 3.2.2 For any claims related to this Contract, the CONTRACTOR's insurance coverage shall be primary insurance as respects to CalOptima, its officers, officials, directors, employees, agents, and volunteers. This provision applies to the CONTRACTOR's General Liability, Auto Liability and Workers' Compensation and Employers' Liability policies.
- 3.2.3 CONTRACTOR's insurance carrier agrees to waive all rights of subrogation against CalOptima and its elected or appointed officers, officials, directors, agents, and employees for losses paid under the terms of any policy which arise from work performed by the CONTRACTOR for CalOptima. This provision applies to the CONTRACTOR's General Liability, Auto Liability and Workers' Compensation and Employers Liability policies.
- 3.2.4 Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-VII, unless otherwise acceptable to CalOptima.
- 3.2.5 CONTRACTOR shall furnish CalOptima with original certificates and amendatory endorsements affecting coverage required by this section. All certificates and endorsements are to be received and approved by CalOptima before work commences. CalOptima reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.
- 3.2.6 Any deductibles or self-insured retentions must be declared to and approved by CalOptima. CalOptima may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention or deductible.

- 3.2.7 All deductibles and retentions that the aforementioned policies contain are the responsibility of the CONTRACTOR and in no way shall CalOptima be responsible for payment of the deductibles/retentions.
- 3.2.8 If CONTRACTOR maintains higher limits than the minimums required above, CalOptima requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CalOptima.
- 3.2.9 Thirty (30) days prior written notice of cancellation be given to CalOptima.
- 3.3 If CONTRACTOR fails or refuses to maintain or produce proof of the insurance required by this Section 0, CalOptima shall have the right, at its election, to terminate forthwith this Contract. Such termination shall not affect CONTRACTOR'S right to be paid for its time and materials expended prior to notification of termination. CONTRACTOR waives the right to receive compensation and agrees to indemnify CalOptima for any work performed prior to approval of insurance by CalOptima.
- 3.4 The requirement for carrying the required insurance shall not derogate from the provisions for indemnification of CalOptima.
- 3.5 CONTRACTOR shall require each of its subcontractors who perform services related to this Contract, if any, to maintain insurance coverage that meets all of the requirements set forth herein.
- 3.6 "Occurrence," as used herein, means any event or related exposure to conditions that result in bodily injury or property damage.

#### 4. Indemnification.

- 4.1 To the fullest extent permitted by law, CONTRACTOR agrees to and shall save, defend, indemnify, and hold harmless CalOptima and its respective officers, directors, agents, volunteers, consultants and employees (individually and collectively referred to as "Indemnified Parties") from and against any liability whatsoever, based or asserted upon any services of the CONTRACTOR, its officers, employees, subcontractors, agents, or representatives (individually and collectively referred to as "Indemnitors") arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Indemnitors under this Contract. CONTRACTOR shall defend the Indemnified Parties in any claim or action based upon any such alleged acts or omissions, at its sole expense, which shall include all costs and fees, including, but not limited to, attorneys' fees, cost of investigation, defense, and settlement or awards. CalOptima may make all reasonable decisions with respect to its representation in any legal proceeding.
- 4.2 CONTRACTOR's obligation to indemnify hereunder is in addition to any liability CONTRACTOR may have to CalOptima for a breach by CONTRACTOR of any of the provisions of this Contract. Under no circumstances shall the insurance requirements and limits set forth in this Contract be construed to limit CONTRACTOR's indemnification and duty to defend obligation or other liability hereunder. The terms of this Contract are contractual and the result of negotiation between the Parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Contract.
- 4.3 CONTRACTOR's duty to defend herein is wholly independent of and separate from the duty to indemnify and such duty to defend shall exist regardless of any ultimate liability of CONTRACTOR, save and except Claims arising through the sole negligence or sole willful misconduct of CalOptima.

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- 4.4 It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as permitted by the law of the State of California and that CONTRACTOR's indemnification and duty to defend obligation hereunder shall survive the expiration or earlier termination of this Contract until such time as action against the Indemnified Parties for such matter indemnified hereunder is fully and finally barred by the applicable statute of limitations, including, but not limited to, those set forth under the California Government Claims Act (Cal. Gov. Code §900 et seq.).
- 4.5 The terms of this Section shall survive the termination of this Contract.
5. Independent Contractor. CalOptima and CONTRACTOR agree that CONTRACTOR, which term shall include any and all subcontractors, and any agents or employees of the CONTRACTOR, in performance of this Contract, shall act in an independent capacity, and not as officers or employees of CalOptima. CONTRACTOR's relationship with CalOptima in the performance of this Contract is that of an independent contractor. CONTRACTOR's personnel performing services under this Contract shall be at all times under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of CalOptima. CONTRACTOR 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. At CONTRACTOR's expense as described herein, CONTRACTOR agrees to defend, indemnify, and hold harmless CalOptima, its 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 CONTRACTOR's alleged failure to pay, when due, all such taxes and obligations (collectively referred to for purposes of this paragraph as "Employment Claim(s)"). CONTRACTOR shall pay to CalOptima any expenses or charges relating to or arising from any such Employment Claim(s) as they are incurred by CalOptima.
6. Assignments; Subcontracts.
- 6.1 Except as specifically permitted hereunder, CONTRACTOR may not assign, transfer, delegate or subcontract any interest herein, either in whole or in part, without the prior written consent of CalOptima, which consent may be withheld in its sole and absolute discretion. In the event CalOptima provides such prior written consent, CONTRACTOR acknowledges and agrees that such assignment, transfer, delegation, or subcontract may additionally be subject to the prior written approval of DHCS. Any assignment, transfer, delegation, or subcontract made without CalOptima's express written consent shall be deemed void.
- 6.2 For purposes of this Section and this Contract, assignment is: (1) the change of more than twenty-five percent (25%) of the ownership or equity interest in CONTRACTOR (whether in a single transaction or in a series of transactions); (2) the change of more than twenty-five percent (25%) of the directors or trustees of CONTRACTOR (whether in a single transaction or in a series of transactions); (3) the merger, reorganization, or consolidation of CONTRACTOR with another entity with respect to which CONTRACTOR is not the surviving entity; and/or (4) a change in the management of CONTRACTOR from management by persons appointed, elected or otherwise selected by the governing body of CONTRACTOR (e.g. the Board of Directors) to a third-party management person, company, group, team or other entity.
- 6.3 In the event that CONTRACTOR is allowed to subcontract for services under this Contract, and does so subcontract, then CONTRACTOR shall, upon request, provide copies of such subcontracts to CalOptima or DHCS.
7. Non-Exclusive Relationship. It is understood by the parties that this is a non-exclusive relationship between CalOptima and CONTRACTOR. CalOptima shall have the right to have any of the services that are the

subject of this Contract performed by CalOptima personnel or enter into contractual arrangements with one or more contractors who can provide CalOptima with similar or like services.

8. Compliance with Applicable Law and Policies. CONTRACTOR warrants that, in the performance of this Contract, it shall, at its own expense, observe and comply with all applicable federal, state, and local laws, and CalOptima policies relating to services under the Contract that are in effect when this Contract is signed, or which may come into effect during the term of this Contract.

9. Nondiscrimination Clause Compliance.

9.1 During the performance of this Contract, CONTRACTOR and its subcontractor(s) shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, including Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), mental disability, medical condition (including cancer), age (over 40), marital status, and the use of family and medical care leave and pregnancy disability leave. CONTRACTOR and subcontractor(s) shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. CONTRACTOR and subcontractor(s) 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 (a-f), set forth in Chapter 5 of Division 4, Title 2, CCR are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractor(s) shall give notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall also fully comply with the following, to the extent applicable to the services provided by CONTRACTOR under this Contract: 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 California Government Code Section 11135 (ethnic group identification, religion, age, sex, color, physical or mental handicap); California Civil Code Section 51 (all types of arbitrary discrimination); and all rules and regulations promulgated pursuant thereto.

9.2 CONTRACTOR shall include the nondiscrimination and compliance provisions of Section 9 in all subcontracts under this Contract.

10. Prohibited Interest.

10.1 CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations pertaining to conflict-of-interest laws, including but not limited to CalOptima's Conflict of Interest Code, the California Political Reform Act (Government Code Section 81000 et seq.) and Government Code Section 1090 et seq. (collectively, the "Conflict of Interest Laws").

10.2 CONTRACTOR covenants that, for the term of the Contract, no director, officer, or employee of CalOptima during his tenure has any interest, direct or indirect, in this Contract or the proceeds thereof. CONTRACTOR further covenants that, for the term of this Contract, and consistent with the provisions of Title 22 California Code of Regulations (CCR) Section 53600(f), no state officer or state employee shall be employed in a management or contractor position by CONTRACTOR within one year after the state office or state employee has terminated state employment.

- 10.3 No employee, officer or agent of CalOptima shall participate in the selection, award or administration of an agreement, or in any decision that may have foreseeable impact on CONTRACTOR if a conflict of interest, real or implied, exists. Such a conflict arises when any of the following has a financial or other interest in the firm selected for award:
- 10.3.1 A CalOptima employee, officer or agent;
  - 10.3.2 Any member of the employee, officer or agent's immediate family;
  - 10.3.3 The employee, officer or agent's domestic or business partner; or
  - 10.3.4 An organization that employs or is about to employ any of the above.
- 10.4 CONTRACTOR understands that, if this Contract is made in violation of Government Code Section 1090 et seq., the entire Contract is voidable, and CONTRACTOR will not be entitled to any compensation for Services performed pursuant to this Contract and CONTRACTOR will be required to reimburse CalOptima any sums paid to CONTRACTOR. CONTRACTOR further understands that, in addition to the foregoing, CONTRACTOR may be subject to criminal prosecution for a violation of Government Code Section 1090.
- 10.5 If CONTRACTOR hereinafter becomes aware of any facts, which might reasonably be expected to either create a conflict of interest under the Conflict-of-Interest laws or violate the provisions of this Section, CONTRACTOR shall immediately make full written disclosure of such acts to CalOptima. Full written disclosure shall include, without limitation, identification of all persons, entities and businesses implicated and a complete description of all relevant circumstances.
11. Disclosure of Officers, Owners, Stockholders and Creditors. On an annual basis and within thirty (30) days of any changes, CONTRACTOR shall identify the names of the following persons by listing them on Exhibit I, attached hereto and incorporated by this reference, and submitting the form to CalOptima:
- 11.1 All officers and owners who own greater than 5% of the CONTRACTOR; and
  - 11.2 All stockholders owning greater than 5% of any stock issued by CONTRACTOR.
  - 11.3 All creditors of CONTRACTOR's business if such interest is over 5%.
12. Equal Opportunity.
- 12.1 CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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 Department of Health Care Services ("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 CONTRACTOR 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.

- 12.2 CONTRACTOR and its subcontractors will, in all solicitations or advancements for employees placed by or on behalf of CONTRACTOR 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.
- 12.3 CONTRACTOR 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 CONTRACTOR 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.
- 12.4 CONTRACTOR 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.
- 12.5 CONTRACTOR 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 No. 11246, Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of 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.
- 12.6 In the event of CONTRACTOR 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 CONTRACTOR 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 No. 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of 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.
- 12.7 CONTRACTOR 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 No. 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of 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 CONTRACTOR. CONTRACTOR 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

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may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event CONTRACTOR and its subcontractors become involved in, or are threatened with litigation by a subcontractor or contractor as a result of such direction by DHCS, CONTRACTOR 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.

13. Standard of Performance; Warranties.

- 13.1 CONTRACTOR agrees to perform all work under this Contract with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under this Contract, and pursuant to the governing rules and regulations of the industry.
- 13.2 In the event that CONTRACTOR is allowed to subcontract for services under this Contract, and does so subcontract, then CONTRACTOR represents and warrants that any individual or entity acting as a subcontractor to this Contract has the appropriate skill and expertise to perform the subcontracted work.
- 13.3 CONTRACTOR expressly warrants that all material and work will conform to applicable specifications, drawings, description and samples, including, without limitation, CalOptima's designs, drawings, and specifications, and will be merchantable, of good workmanship and material, and free from defect. CONTRACTOR further warrants that all material covered by this Contract, if any, which is the product of CONTRACTOR will be new and unused unless otherwise specified and shall be fit and sufficient for the purpose intended by CalOptima, as disclosed to CONTRACTOR, CONTRACTOR shall promptly make whatever adjustments or corrections that may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. CalOptima shall give notice to CONTRACTOR of any observed defects. In the event that CONTRACTOR fails to make adjustments, repairs, corrections, or other work made necessary by such defects, CalOptima may do so and charge CONTRACTOR the costs incurred.
- 13.4 CONTRACTOR's warranties, together with its service guarantees, must run to CalOptima and its customers or users of the material and services, and must not be deemed exclusive. CalOptima's inspection, approval, acceptance, use of and payment for all or any part of the material and services must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.
- 13.5 CONTRACTOR's obligations under this Section are in addition to CONTRACTOR's other express or implied warranties and other obligations under this Contract or state law, and in no way diminish any other rights that CalOptima may have against CONTRACTOR for faulty materials, equipment or work. CalOptima rejects any disclaimer by CONTRACTOR of any warranty, standard, implied or express, unless specifically agreed to in writing by both parties.
- 13.6 Any CalOptima property damaged by CONTRACTOR, its subcontractor(s), or by the personnel of either, will be subject to repair or replacement by CONTRACTOR at no cost to CalOptima.

14. Compensation.

14.1 Payment.

- 14.1.1 CalOptima agrees to pay, and CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, the rates, charges and other payment terms identified in Exhibit B, which is attached hereto and incorporated herein by this reference.

- 14.1.2 CalOptima will not reimburse CONTRACTOR any expenses incurred in connection with its performance of the services, unless such reimbursement is specifically authorized in Exhibit B. Each expense reimbursement request, when authorized in Exhibit B must include receipts or other suitable documentation.
- 14.1.3 CONTRACTOR's requests for payments and reimbursements must comply with the requirements set forth in Exhibit B. CalOptima will not make payment for work that fails to meet the standards of performance as set forth in the Contract and Exhibit A, Scope of Work that may be reasonably expected by CalOptima. **CALOPTIMA SHALL NOT PAY ANY FEES, EXPENSES OR COSTS WHATSOEVER INCURRED BY CONTRACTOR IN RENDERING ADDITIONAL SERVICES NOT AUTHORIZED IN WRITING UNDER THIS CONTRACT.**
- 14.1.4 In no event shall the total compensation payable to CONTRACTOR for the services performed under this Contract exceed the maximum cumulative payment obligation, as set forth in the attached Exhibit B, without the express prior written authorization of CalOptima. CONTRACTOR shall at all times monitor its costs and expenditures for work performed under this Contract, and shall monitor its invoices, costs, and expenditures, to ensure it does not exceed the maximum cumulative payment obligation set forth herein. CONTRACTOR shall provide CalOptima with 60 days written notice if at any time during this Contract CONTRACTOR becomes aware that it may exceed the maximum cumulative payment obligation authorized under this Contract. **CONTRACTOR ACKNOWLEDGES AND AGREES THAT CALOPTIMA SHALL NOT BE LIABLE FOR ANY FEES, EXPENSES OR COMPENSATION IN EXCESS OF THE MAXIMUM CUMULATIVE PAYMENT OBLIGATION.**
- 14.1.5 The maximum cumulative payment obligation includes all applicable federal, state, and local taxes and duties, except sales tax, which is shown separately, if applicable. CONTRACTOR is responsible for submitting any withholding exemption forms (e.g., W-9) to CalOptima. Such forms and information should be furnished to CalOptima before payment is made. If taxes are required to be withheld on any amounts otherwise to be paid by CalOptima to CONTRACTOR due to CONTRACTOR'S failure to timely submit such forms, CalOptima will deduct such taxes from the amount otherwise owed and pay them to the appropriate taxing authority and shall have no liability for or any obligation to refund any payments withheld.
- 14.2 Contractor Travel Policy. CONTRACTOR is not entitled to any reimbursement for travel, meals, accommodations, or other similar expenses under this Contract.
15. Term. This Contract shall commence on the date last signed below and shall continue in full force and effect through, July 31, 2025, ("Initial Term"), unless earlier terminated as provided in this Contract. At the end of the Initial Term, CalOptima may, at its option, extend this Contract for up to two (2) additional consecutive one (1) year terms ("Extended Terms"), provided that if CalOptima does not exercise its option to extend at the end of the Initial Term, or any Extended Term, the remaining option(s) shall automatically lapse. As used in this Contract, the word "Term" shall include the Initial Term and any and all Extended Term(s), to the extent CalOptima exercises its option pursuant to this paragraph.
16. Termination.
- 16.1 Termination without Cause. CalOptima may terminate this Contract at any time, in whole or in part, for its convenience and without cause, by giving CONTRACTOR thirty (30) days written notice hereof. Upon termination, CalOptima may pay CONTRACTOR its allowable cost incurred for services satisfactorily performed and accepted by CalOptima as of the date of termination. Thereafter, CONTRACTOR shall have no further claims against CalOptima under this Contract.

- 16.2 Termination for Unavailability of Funds. In recognition that CalOptima is a governmental entity and its operations and budgets are determined on an annual basis, CalOptima shall have the right to terminate this Contract as follows:
- 16.2.1 CalOptima may terminate this Contract if it does not receive funding from the State of California or the federal government, as applicable, for any fiscal year.
- 16.2.2 In the event of Termination for Unavailability of Funds, as provided in this Section, CalOptima agrees to promptly pay CONTRACTOR all fees and other charges due and payable for services satisfactorily performed and accepted by CalOptima as of the termination date. CONTRACTOR shall not be entitled to payment for any other items, including, without limitation, lost or anticipated profit on work not performed, administrative costs, attorneys' fees, or consultants' fees.
- 16.2.3 In the event of Termination for Unavailability of Funds, as provided in this Section, and funds are received by CalOptima from the State of California within one-hundred twenty (120) days of the date of termination, then CalOptima shall promptly notify CONTRACTOR in writing and CalOptima shall have the right to reinstate this Contract for that period for which funds are received by CalOptima or the unexpired term of this Contract as of the date of termination, whichever period is shorter in duration. Notwithstanding the foregoing, CalOptima may only reinstate this Contract two (2) times during the Term of this Contract.
- 16.3 Termination for Default. Subject to a ten (10) day cure period, CalOptima may terminate this Contract for CONTRACTOR's default, or if a federal or state proceeding for the relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors as defined in Section 6, or if CONTRACTOR breaches any term(s) or violates any provision(s) of this Contract and does not cure such breach or violation within ten (10) days after written notice thereof by CalOptima. In the event of Termination for Default, as provided by this Section, CONTRACTOR shall be liable for any and all reasonable costs incurred by CalOptima as a result of such default, including, but not limited to, reprourement costs of the same or similar services defaulted by CONTRACTOR under this Contract.
- 16.4 Notwithstanding the foregoing, CalOptima may terminate this Contract immediately upon CONTRACTOR's breach of Section 0, (Insurance), Section 10, (Prohibited Interest), or Section 24, (Confidentiality).
- 16.5 Effect of Termination. Upon expiration or receipt of a termination notice under this Section:
- 16.5.1 CONTRACTOR shall promptly discontinue all services (unless the notice directs otherwise) and deliver or otherwise make available to CALOPTIMA all documents, reports, software programs and any other products, data and such other materials, equipment, and information, including but not limited to confidential information, or equipment provided by CalOptima, as may have been accumulated by CONTRACTOR in performing this Contract, whether completed or in process. If CONTRACTOR personnel were granted access to CalOptima's premises and issued a badge or access card, such badge or access card shall be returned prior to departure. Failure to return any information or equipment, badge or access card, is considered a material breach of this Contract and CalOptima's privacy and security rules.
- 16.5.2 CalOptima may take over the services and may award another party a contract to complete the services under this Contract.

16.5.3 CalOptima may withhold from payment any sum that it determines to be owed to CalOptima by CONTRACTOR, or as necessary to protect CalOptima against loss due to outstanding liens or claims of former lien holders.

17. Modifications. CalOptima reserves the right to modify the Contract at any time should such modification be required by CMS or applicable law or regulation. Modifications shall be executed only by a written amendment to the Contract, signed by CalOptima and CONTRACTOR. Execution of amendments shall be contingent upon CONTRACTOR's notification to CalOptima, and CalOptima's approval, of any increase or decrease in the price of this Contract or in the time required for its performance.
18. Verification of CalOptima Costs by Government. Until the expiration of ten (10) years after the later of furnishing of any service pursuant to this Contract or completion of any audit, or longer as required by applicable regulations, CONTRACTOR will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, or the California Department of Health Care Services, or the California Department of Managed Health Care, or the Department of Justice, or the Bureau of Medical Fraud, copies of this Contract and any financial statements, books, documents, records, patient care documentation, and other records or data of CONTRACTOR that pertain to any aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under this Contract, or as are otherwise necessary to certify the nature and extent of costs incurred by CalOptima for such services. This provision shall also apply to any agreement between a subcontractor and an organization related to the subcontractor by control or common ownership. CONTRACTOR further agrees that regulating entities have the right to inspect, evaluate and audit any pertinent information and to facilitate the review of the items referenced herein, to make available its premises, physical facilities and equipment, records related to Medicare enrollees, and any additional relevant information that regulating entities may require. CONTRACTOR further agrees and acknowledges that this provision will be included in any and all agreements with CONTRACTOR's subcontractors.
19. Confidential Material.
  - 19.1 During the term of this Contract, either Party may have access to confidential material or information ("Confidential Information") belonging to the other Party or the other Party's customers, vendors, or partners. "Confidential Information" shall include without limitation the disclosing Party's computer programs and codes, business plans, customer/member lists and information, financial records, partnership arrangements and licensing plans or other information, materials, records, writings or data that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential. Confidential Information will be used only for the purposes of this Contract and related internal administrative purposes. Each Party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own confidential materials, but in no event with less than a reasonable standard of care.
  - 19.2 For the purposes of this Section 19, "Confidential Information" does not include information which: (i) is already known to the other Party at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) is independently developed without use or benefit of the other's Confidential Information or proprietary information; (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality; or (v) is a public record, not exempt from disclosure pursuant to California Public Records Act, Government Code Section 6250 et seq., applicable provisions of California Welfare and Institutions Code or other state or federal laws, regardless of whether such information is marked as confidential or proprietary.
  - 19.3 Disclosure of the Confidential Information will be restricted to the receiving Party's employees, consultants, suppliers or agents on a "need to know" basis in connection with the services performed under this Contract, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. The receiving Party may disclose Confidential Information pursuant to legal.

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judicial, or administrative proceeding or otherwise as required by law; providing that the receiving Party shall give reasonable prior notice, if not prohibited by applicable law, to the disclosing Party and shall assist the disclosing Party, at the disclosing Party's expense, to obtain protective or other appropriate confidentiality orders, and further provided that a required disclosure of Confidential Information or proprietary information to an agency or Court does not relieve the receiving Party of its confidentiality obligations with respect to any other party.

- 19.4 Except as to the confidentiality of trade secrets, these confidentiality restrictions and obligations will terminate five (5) years after the expiration or termination of the Contract, unless the law requires a longer period. Upon written request of the disclosing Party, the receiving Party shall promptly return to the disclosing Party all documents, notes and other tangible materials representing the disclosing Party's Confidential Information or Proprietary Information and all copies thereof. This obligation to return materials or copies thereof does not extend to automatically generated computer backup or archival copies generated in the ordinary course of the receiving Party's information systems procedures, provided that the receiving Party shall make no further use of such copies.
- 19.5 For the purposes of this Section only, "Confidential Information" does not include protected health information or individually identifiable information, as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and other privacy statutes or regulations. The access use and disclosure of Protected Health Information is referenced below in Section 24, and shall be governed by a Business Associate Protected Health Information Disclosure Agreement, which shall be executed by the parties if CONTRACTOR will create, receive, maintain, use, or transmit Protected Health Information in performing services under this Contract.

20. Record Ownership and Retention.

- 20.1 The originals of all letters, documents, reports, software programs and any other products and data prepared or generated for the purposes of this Contract shall be delivered to and become the property of CalOptima at no cost to CalOptima and in a form accessible for CalOptima's use. Copies may be made for CONTRACTOR's records but shall not be furnished to others without written authorization from CalOptima. Such deliverables shall become the sole property of CalOptima and all rights in copyright therein shall be retained by CalOptima. CalOptima's ownership of these documents includes use of, reproduction or reuse of, and all incidental rights. CONTRACTOR shall provide all deliverables within a reasonable amount of time upon CalOptima's request, but in no event shall such time exceed thirty (30) calendar days unless otherwise specified by CalOptima.
- 20.2 CONTRACTOR hereby assigns to CalOptima all of its rights in all materials prepared by or on behalf of CalOptima under this Contract ("Works"), and this Contract shall be deemed a transfer to CalOptima of the sole and exclusive copyright of any copyrightable subject matter CONTRACTOR created in these Works. CONTRACTOR agrees to cause its agents and employees to execute any documents necessary to secure or perfect CalOptima's legal rights and worldwide ownership in such materials, including, but not limited to, documents relating to patent, trademark and copyright applications. Upon CalOptima's request, CONTRACTOR will return or transfer all property and materials, including the Works, in CONTRACTOR's possession or control belonging to CalOptima.
- 20.3 Notwithstanding the foregoing, CONTRACTOR's intellectual property ("CONTRACTOR IP") that preexists this Contract shall remain the sole and exclusive property of CONTRACTOR. CONTRACTOR shall not incorporate any CONTRACTOR IP into the Works that would limit CalOptima's use of the Works without CalOptima's written approval. To the extent that CONTRACTOR incorporates any CONTRACTOR IP into the Works, CONTRACTOR hereby grants to CalOptima a non-exclusive, irrevocable, perpetual, worldwide, royalty-free license to use and reproduce the CONTRACTOR IP to the extent required to fully utilize the Works.

- 20.4 CONTRACTOR acknowledges and agrees that, notwithstanding any provision herein to the contrary, CalOptima's Intellectual Property ("CalOptima IP") in the information, documents and other materials provided to CONTRACTOR shall remain the sole and exclusive property of CalOptima. Any information, documents or materials provided by CalOptima to CONTRACTOR pursuant to this Contract and all copies thereof (including without limitation CalOptima IP, Proprietary Information and Confidential Information, as these terms are defined in Section 19) shall upon the earlier of CalOptima's request or the expiration or termination of this Contract be returned to CalOptima.
- 20.5 For purposes of this Section, Intellectual Property shall mean patents, copyrights, trademarks, trade secrets, and other proprietary information.
21. Patent and Copyright Infringement. In lieu of any other warranty by CalOptima or CONTRACTOR against infringement, statutory or otherwise, it is agreed that CONTRACTOR shall indemnify, hold harmless and defend, at its expense, any suit against CalOptima based on a claim that any item furnished under this Contract, or the normal use or sale thereof, infringes on any United States letters patent, patent, trademark, copyright, or other intellectual property right, and shall pay costs and damages finally awarded in any such suit, provided that CONTRACTOR is notified in writing of the suit and given authority, information, and assistance at CONTRACTOR's expense for the defense of the suit. CONTRACTOR, at no expense to CalOptima, shall obtain for CalOptima the right to use and sell said item, or shall substitute an equivalent item acceptable to CalOptima and extend this patent indemnity thereto.
22. Names and Marks. Neither Party shall use the name, logo or other proprietary mark of the other in any press release, advertising, promotional, marketing or similar publicly disseminated material without first submitting such material to the other Party and obtaining the other Party's express written approval of the material and consent to such use.
23. Business Associate Protected Health Information Disclosure Agreement. This Contract does not require or permit CONTRACTOR to create, receive, maintain, use, or transmit Protected Health Information. As such, no Business Associate Agreement is required for this Contract.
24. Confidentiality of Member Information.
- 24.1 CONTRACTOR 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 CONTRACTOR, its employees, agents, or subcontractors as a result of services performed under this Contract, except for statistical information not identifying any such person. CONTRACTOR and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out CONTRACTOR's obligations under this Contract. CONTRACTOR and its employees, agents, or subcontractors shall promptly transmit to CalOptima all requests for disclosure of such identifying information not emanating from the Member. CONTRACTOR 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.
- 24.2 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 CONTRACTOR from unauthorized disclosure. CONTRACTOR may release Medical Records in accordance with applicable law pertaining to the release of this type of information. CONTRACTOR is not required to report

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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 CONTRACTOR or its subcontractors, CONTRACTOR:

- 24.2.1 Will not use any such information for any purpose other than carrying out the express terms of this Contract;
  - 24.2.2 Will promptly transmit to CalOptima all requests for disclosure of such information, except requests for Medical Records in accordance with applicable law;
  - 24.2.3 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
  - 24.2.4 Will, at the termination of this Contract, return all such information to CalOptima or maintain such information according to written procedures sent to the CONTRACTOR by CalOptima for this purpose.
- 24.3 CONTRACTOR agrees to complete a CalOptima Medi-Cal Data Access Agreement, which is attached hereto as Exhibit D and incorporated herein by this reference. All materials covered under this Medi-Cal Data Access Agreement shall be designated confidential, to the extent permitted by California law.
25. Medicare Advantage Program. Medicare Advantage Program requirements are not applicable under this Contract.
26. Time is of the Essence. Time is of the essence in performance of this Contract.
27. CalOptima Designee. The Chief Executive Officer of CalOptima, or his designee, shall have the authority to act for and exercise any of the rights of CalOptima, as set forth in this Contract, subsequent to and in accordance with the authority granted by the Board of Directors.
28. 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, the 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.
29. Choice of Law. This Contract shall be governed by and construed in accordance with all laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Contract, venue and jurisdiction shall be in the County of Orange, California.
30. Force Majeure. When satisfactory evidence of a cause beyond a party's control is presented to the other party, and nonperformance is unforeseeable, beyond the control, and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Contract during the time and to the extent that it is prevented from performing by such cause, including, but not limited to, any incidence of fire, flood, acts of God, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
31. Notices. All notices required or permitted under this Contract and all communications regarding the interpretation of the terms of this Contract, or changes thereto, shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. All notices

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shall be effective when first received at the following addresses set forth below. Any party whose address changes shall notify the other party in writing.

|                                  |                         |
|----------------------------------|-------------------------|
| <b>To CONTRACTOR:</b>            | <b>To CalOptima:</b>    |
| Maricich & Associates, Inc., dba | CalOptima               |
| Maricich Health                  |                         |
| 18201 McDermott West, Ste. A     | 505 City Parkway West   |
| Irvine, CA 92614                 | Orange, CA 92868        |
| Attention: Mark Maricich         | Attention: Karen Porter |

32. Notice of Labor Disputes. Whenever CONTRACTOR has knowledge that any actual or potential labor dispute may delay this Contract, CONTRACTOR shall immediately notify and submit all relevant information to CalOptima. CONTRACTOR shall insert the substance of this entire clause in any subcontract hereunder as to which a labor dispute may delay this Contract.
33. Unavoidable Delays.
- 33.1 If the delivery of services under this Contract should be unavoidably delayed, CalOptima's Purchasing Department shall extend the time for completion of the Contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with, or during CONTRACTOR's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of CONTRACTOR, CONTRACTOR's subcontractors, or their agents, and was substantial and in fact caused CONTRACTOR to miss delivery dates and could not adequately have been guarded against by contractual or legal means. Delays caused by CalOptima will be sufficient justification for delay of services, and CONTRACTOR shall be allowed a day-for-day extension.
- 33.2 CONTRACTOR shall notify CalOptima's Purchasing Department as soon as CONTRACTOR has, or should have, knowledge that an event has occurred that will delay deliveries. Within five (5) working days, CONTRACTOR shall confirm such notice in writing, furnishing as much detail as is available.
- 33.3 CONTRACTOR agrees to supply, as soon as such data is available, any reasonable proof that is required by CalOptima's Purchasing Department to make a decision on any request for extension. CalOptima's Purchasing Department shall examine the request and any documents supplied by CONTRACTOR and shall determine if CONTRACTOR is entitled to an extension and the duration of such extension. CalOptima's Purchasing Department shall notify CONTRACTOR of this decision in writing. It is expressly understood and agreed that CONTRACTOR shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.
34. No Liability of County of Orange. As required under Ordinance No. 3896 of the County of Orange, State of California, as amended, the parties hereto 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.
35. Attorneys' Fees. Should either party to this Contract institute any action or proceeding to enforce or interpret this Contract or any provision hereof, or for damages by reason of any alleged breach of this Contract, otherwise arising under this Contract, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including, without limitation, reasonable attorneys' fees incurred by the prevailing party in such action or proceeding.

36. Entire Agreement. This Contract, including all exhibits and documents incorporated by reference and all Contract Documents referenced in Section 1 herein, contains the entire agreement between CONTRACTOR and CalOptima with respect to the subject matter of this Contract, and it supersedes all prior written or oral and all or contemporaneous oral agreements, representations, understandings, discussions, negotiations and commitments between CONTRACTOR and CalOptima, whether express or implied, with respect to the subject matter of this Contract.
37. Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
38. 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 that does not constitute a waiver of immunity or privilege under applicable law.
39. California Public Records Act. As a local public agency, CalOptima is subject to the California Public Records Act (California Government Code Sections 6250 et seq.) (the "Public Records Act"). CONTRACTOR hereby acknowledges that any materials, documents, data, or similar items are subject to disclosure upon public request, unless they are exempt from disclosure under the provisions of the Public Records Act. CalOptima may be required to reveal certain information believed to be proprietary or confidential by CONTRACTOR pursuant to the Public Records Act. In the event that CONTRACTOR discloses information that it believes to be proprietary or confidential to CalOptima, it shall mark such information as "Confidential," "Proprietary," or "Restricted" or other similar marking. Unless CONTRACTOR marks its materials as "Confidential," "Proprietary," or "Restricted," and also notifies CalOptima in writing that CONTRACTOR has so marked each piece of material, then CalOptima will not be responsible to take any actions to protect any CONTRACTOR's materials under the Public Records Act that are not so marked. In the event CalOptima receives a request under the Public Records Act that potentially encompasses CONTRACTOR materials that have been properly marked, CalOptima will provide CONTRACTOR with notice thereof to allow CONTRACTOR to take actions it deems appropriate to prevent disclosure of the marked material. CONTRACTOR agrees to defend, indemnify, and hold harmless CalOptima, its 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, and any costs awarded to the person or entity that sought the CONTRACTOR marked material, arising out of or related to CalOptima's failure to produce or provide the CONTRACTOR marked material (collectively referred to for purposes of this Section as "Public Records Act Claim(s)"). CONTRACTOR shall pay to CalOptima any expenses or charges relating to or arising from any such Public Record Act Claim(s) as they are incurred by CalOptima.
40. Audit Disclosure. Pursuant to California Government Code Section 8546.7, if this Contract is over ten thousand dollars (\$10,000), it is subject to examination and audit of the State Auditor, at the request of CalOptima, or as part of any audit of CalOptima, for a period of three (3) years after final payment under this Contract. In addition to and notwithstanding any other right of access or inspection that may be otherwise set forth in this Contract or its attachments, CONTRACTOR agrees that, during the term of this Contract and for a period of three (3) years after its termination, CalOptima shall have access to and the right to examine any directly pertinent books, documents, invoices, and records of CONTRACTOR relating to services provided under this Contract. Where another right of access or inspection in this Contract provides for a period of greater than three (3) years, nothing herein shall be construed to shorten that time period.
41. Debarment and Suspension Certification.

- 41.1 By signing this Contract, the CONTRACTOR agrees to comply with any and all applicable Federal suspension and debarment regulations.
- 41.2 By signing this Contract, the CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals:
  - 41.2.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - 41.2.2 Have not within a three-year period preceding this Contract 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;
  - 41.2.3 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 Paragraph 41.2.2 herein;
  - 41.2.4 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;
  - 41.2.5 Have not and 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; and
  - 41.2.6 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.
- 41.3 If the CONTRACTOR is unable to certify to any of the statements in this certification, the CONTRACTOR shall submit an explanation to CalOptima.
- 41.4 The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- 41.5 If the CONTRACTOR knowingly violates this certification, in addition to other remedies available to the Federal Government, CalOptima may terminate this Contract for cause or default.
- 42. Lobbying Restrictions and Disclosure Certification.
  - 42.1 Section 52.2 below is applicable to federally funded contracts in excess of \$100,000 per Section 1352 of the 31, U.S.C.
  - 42.2 Certification and Disclosure Requirements.
    - 42.2.1 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 Exhibit E, Part 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph 42.3 of this provision. Exhibit E is attached hereto and incorporated herein by this reference.

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- 42.2.2 Each recipient shall file a disclosure (in the form set forth in Exhibit E, Part 2, entitled "Certification Regarding Lobbying") 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 42.3 of this provision if paid for with appropriated funds.
- 42.2.3 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 42.2.2 herein. An event that materially affects the accuracy of the information reported includes:
- 42.2.3.1 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;
- 42.2.3.2 A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
- 42.2.3.3 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.
- 42.2.3.4 Each person (or recipient) who requests or receives from a person referred to in Paragraph 42.2.1 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.
- 42.2.3.5 All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 42.2.1 of this provision. That person shall forward all disclosure forms to CalOptima Purchasing Manager.
- 42.3 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.
43. Air and 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. CONTRACTOR 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.
44. Survival. The following provisions of this Contract shall survive termination or expiration of this Contract: Prohibited Interest, Warranties, Compensation, Confidentiality, Indemnification, Duty to Defend, Ownership of Records and Documents, Record Retention, Audit Disclosure, California Public Records Act, Patent and Copyright Infringement, Governing Law, and this Section.
45. Severability. If any section, subsection or provision of this Contract, or any Contract Documents incorporated into this Contract, or the application of such section, subsection or provision, is held invalid or

unenforceable by any court of competent jurisdiction, the remainder of this Contract, other than that to which it is held invalid, shall not be affected thereby.

46. Third Party Beneficiaries. There are no intended third-party beneficiaries of this Contract. Nothing in this Contract shall be construed as conferring any rights on any other persons.
47. Successors and Assigns. Except as otherwise expressly provided in this Contract, this Contract will be binding on, and will inure to the benefit of, the successors and permitted assigns of the Parties to this Contract. Nothing in this Contract is intended to confer upon any Party other than the Parties hereto or their respective successors and permitted assigns any rights or obligations under or by reason of this Contract, except as expressly provided in this Contract.
48. 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.
49. Counterparts. This Contract may be executed and delivered in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder of page left intentionally blank. Signatures on following page]



IN WITNESS WHEREOF, these Parties have, by their duly authorized representatives, executed this Contract No. ~~23-10008~~ 23-10009 on the day and year last shown below.

|  |  |
|--|--|
| Maricich & Associates, Inc., dba Maricich Health | CalC                                     |
| By:  | By:<br>DocuSigned by: D22E3B87032946F... |
| Print Name: MARK MARICICH                        | Print Name: Nancy Huang                  |
| Title: CEO                                       | Title: CFO, CalOptima                    |
| Date: 8/12/22                                    | Date: 08/16/2022                         |
| By:  | By:<br>DocuSigned by: EDDDDCC19C894FB... |
| Print Name: DAVID MARICICH                       | Print Name: Michael Hunn                 |
| Title: COO                                       | Title: CEO                               |
| Date: 8/12/22                                    | Date: 08/17/2022                         |

If CONTRACTOR is a corporation, two officer signatures or a Corporation Resolution or Corporate Seal is required.

## **Exhibit A SCOPE OF WORK**

### **A. OBJECTIVE**

CalOptima is contracting with a **Marketing & Advertising Agency** to assist in the development and implementation of Marketing and Advertising Campaigns. The CONTRACTOR shall provide expertise in the area of health care marketing and advertising and support the in-house creative team, which is part of CalOptima's Communications department. Working in collaboration with that department, the CONTRACTOR shall assist CalOptima with:

- Development, design and production of advertising, marketing and collateral materials
- Market research and testing
- Guidance on media placement for Marketing and Advertising Campaigns

Through the services listed within this Scope of Work, CalOptima wishes to increase member and community recognition of its programs, elevate its brand and promote health awareness. In particular, CalOptima's OneCare Connect program will transition to OneCare in 2023, so there is a need for focused advertising and marketing about this change.

### **B. SCOPE OF SERVICES**

The CONTRACTOR shall develop fully integrated campaigns, to include both short-term and long-term strategies, and support the efforts of the in-house creative team. Marketing and Advertising Campaigns must comply with all applicable rules and regulations.

CalOptima shall offer no guarantee for any minimum or maximum purchases for any services ordered over the life of any resulting Contract.

As a part of such campaigns, the CONTRACTOR shall be responsible for, but not limited to the following:

1. **Creative**
  - Support the efforts of the Communications department to develop and execute creative concepts for use in multiple media, including outdoor, print, digital, direct mail, radio, TV, social media and promotional products.
  - Offer creative concepts to CalOptima for each program campaign. Unless otherwise directed by CalOptima, at least three (3) different creative concepts shall be offered when the CONTRACTOR is making any initial creative presentation to CalOptima. Each concept shall reflect a distinctly different tone, approach and style, while still being sensitive to our population.
  - Perform all production services to develop and deliver appropriate creative materials in accordance with an approved media schedule. Services shall include, but are not limited to, creative concept, graphic design, photography, digital or electronic media creation.
  - Prepare all mechanical art or acquire all necessary artwork and photographs that are required for the production of ads and other materials.
  - Produce other collateral materials in support of CalOptima's campaigns.
2. **Market Research and Testing**
  - Perform all research necessary to support the effectiveness of CalOptima's Marketing and Advertising Campaigns.
  - Create and use an approved performance measurement system to measure, analyze and report results of all campaign activities described herein.
3. **Guidance on Media Placement for Marketing and Advertising Campaigns**
  - Working in conjunction with the in-house marketing and outreach team, support the development of a media schedule quarterly (or more frequently if requested) and offer guidance regarding

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opportunities for CalOptima to take advantage of discounts, special promotions and added-value benefits.

- Field, evaluate and make recommendations to CalOptima about media placement.
- Provide input on how CalOptima may best measure the success of various media placements and Marketing and Advertising Campaigns.

4. Account Services, Accountability and Business Support:

- Provide account supervision and documentation and communicate with CalOptima on the status and timeline of all projects. Account management reports, including progress reports and budget reports itemized by project, shall be provided to CalOptima, as needed.
- Provide usual and customary account services and account management, including meetings and consultation regarding marketing and advertising. Scheduled meetings shall be held virtually or at the CalOptima offices.

**C. CONTRACTOR'S RESPONSIBILITIES**

- Develop campaign messages and artwork in a fresh and creative manner for CalOptima's programs, using CalOptima's brand guidelines.
- Assign a senior member to handle the CalOptima account.
- Obtain written approval from the authorized CalOptima representative for all work performed.
- Provide sufficient staff to meet a work schedule provided by CalOptima and be responsive to CalOptima's needs as requested.
- Maintain close contact and provide regular status reports to the authorized CalOptima representative and CalOptima management as needed to ensure their full and accurate understanding the proposed campaign strategy and objectives.
- Advise CalOptima about emerging technologies and media channels and provide related consulting services about such resources, as appropriate.
- Share any and all artwork created for CalOptima under this Scope of Work, as all of it is property of CalOptima.
- Deliver all artwork to CalOptima in Adobe InDesign, Adobe Illustrator or Adobe Photoshop unless otherwise instructed by CalOptima.
- Develop a suggested marketing and advertising plan and budget for CalOptima consideration, and collaborate with the in-house staff to set a media schedule quarterly (or more frequently if requested).
- Invoice CalOptima on a monthly basis for actual services expended. Work completed shall be documented and accompany each invoice submitted by the CONTRACTOR.

**D. CALOPTIMA'S RESPONSIBILITIES**

- Provide CONTRACTOR with the campaign objectives and general guidance in the development of CalOptima's Marketing and Advertising Campaign(s).
- Assign a staff member to work collaboratively with the CONTRACTOR in carrying out the campaign deliverables and tactics.
- Maintain open communication with CONTRACTOR about changes in CalOptima's programs and/or initiatives, as they relate to the strategy and implementation of the Marketing and Advertising Campaign(s).
- Ensure payment is made to CONTRACTOR for actual services expended. At its sole discretion, CalOptima may decline to make full payment for any work and direct costs until such time as CONTRACTOR has documented, to CalOptima's satisfaction, that the CONTRACTOR has fully completed all work required.

**E. DELIVERABLES**

- **CalOptima Marketing and Advertising Campaign(s)**

Develop and implement fully integrated campaigns, to include both short-term and long-term strategies for CalOptima's programs. Campaigns will do one or more of the following: support program launches/transitions, target potential enrollees for CalOptima's programs, increase brand recognition, and promote healthy behaviors through awareness of health-related topics. The campaigns will use multimedia approaches to best reach the target audience(s). The timeline and duration of the campaign(s) will be based on program enrollment periods and business need.

The CalOptima Marketing and Advertising Campaigns should recognize and reflect the diverse cultural and linguistic needs of the target audience. At CalOptima's request, the CONTRACTOR shall prepare and produce materials in threshold languages that include, but are not limited to: English, Spanish, Vietnamese, Farsi, Arabic, Korean and Chinese. Written materials should be produced at a sixth-grade reading level.

- **Market Research and Testing**

Perform all research necessary to support the effectiveness of CalOptima's Marketing and Advertising Campaign(s). Serve as a consultant in the area of health care market research.

- **Guidance on Media Placement and Marketing Campaign(s)**

In consultation with CalOptima's Communications department, collaborate on developing a schedule for key milestones and individual deliverables presented within the above CalOptima Marketing and Advertising Campaign. Consultation on the proposed schedule shall include direction on media placement, considering advertising creation, review and approvals and other factors.

**F. PERFORMANCE MEASURES**

- Complete campaign deliverables on time, as mutually agreed upon by both CalOptima and the CONTRACTOR. Specific completion dates and milestones shall be established based on CalOptima's business and program needs.
- Provide detailed reports regarding market research and testing deliverables, as mutually agreed upon by both CalOptima and the CONTRACTOR. Specific completion dates and milestones shall be established based on CalOptima's business and program needs.
- Provide metrics and strategies CalOptima can use to identify reach and penetration of campaign deliverables. This should include details regarding all applicable tactics, including but not limited to outdoor, print, digital, direct mail, radio, TV, social media, etc.

**Exhibit B**

**PAYMENT**

- A. For CONTRACTOR's full and complete performance of its obligations under this Contract, CalOptima shall pay CONTRACTOR for fees and expenses in accordance with the provisions of this Exhibit and subject to the maximum cumulative payment obligations specified below.
- B. CONTRACTOR shall invoice CalOptima on a monthly basis per project. All rates, as defined in the purchase order are acknowledged to include CONTRACTOR's base labor rates, overhead and profit. Work completed shall be documented in a monthly progress report prepared by CONTRACTOR, which report shall accompany each invoice submitted by CONTRACTOR. CONTRACTOR shall also furnish such other information as may be requested by CalOptima to substantiate the validity of an invoice. At its sole discretion, CalOptima may decline to make full payment for any work and direct costs until such time as CONTRACTOR has documented, to CalOptima's satisfaction, that CONTRACTOR has fully completed all work required under this Contract and CONTRACTOR's performance is accepted by CalOptima. CalOptima's payment in full for any work shall not constitute CalOptima's final acceptance of CONTRACTOR's work under this Contract.
- C. CONTRACTOR shall submit to CalOptima, to the attention of Accounts Payable, [accountspayable@caloptima.org](mailto:accountspayable@caloptima.org), an invoice at the conclusion of every month for the Services performed during the prior thirty (30) days. Each invoice shall cite applicable purchase order; specify the number of hours worked; the specific dates the hours were worked; the description of work performed; the time period covered by the invoice and the amount of payment requested; and be accompanied by a progress report. CalOptima shall remit payment within thirty (30) days of receipt and approval of each invoice.
- D. CONTRACTOR's fees for marketing and advertising provided under Exhibit A, Scope of Work, will be billed at the rates set forth in the applicable purchase order. CalOptima shall not pay CONTRACTOR for time spent traveling.

**Exhibit B-1**

**Not applicable for this Contract**

**Exhibit C**

**Not applicable for this Contract**

**Exhibit D**

**MEDI-CAL DATA ACCESS AGREEMENT**

As a condition of obtaining access to information concerning procedures or other data records utilized/maintained by the Department of Health Care Services and CalOptima, Maricich & Associates, Inc., dba Maricich Health, including any and all individual employees and agents, agrees not to divulge any information obtained in the course of completion of this Contract to any unauthorized persons.

CONTRACTOR further agrees not to publish or otherwise make public any information regarding persons receiving Medi-Cal services such that the persons who receive such services are identifiable.

CONTRACTOR further recognizes that unauthorized release of confidential information may be subject to civil and criminal sanctions pursuant to the provisions of the Welfare and Institutions Code Section 14100.2.

CONTRACTOR further agrees that this Medi-Cal Data Access Agreement shall remain in full force and effect after the termination of this Contract.

By:



Date:

8/12/22

Print Name:

MARK MARICICH

Title:

CEO

**Exhibit E  
Part 1**

**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.

MARICICH & ASSOCIATES, INC  
DBA MARICICH HEALTH

Name of Contractor

MARK MARICICH

Printed Name of Person Signing for Contractor

23-10009

Contract/Grant Number



Signature of Person Signing for Contractor

8/12/22

Date

CEO

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

## Exhibit E

## Part 2

## CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure)

|  |   |  |
|--|---|--|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance   | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award   | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br><br><b>For Material Change Only:</b><br>Year _____ quarter _____<br>date of last report _____ |
| <b>4. Name and Address of Reporting Entity:</b><br><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier ____, if known:<br><br>Congressional District, if known:   | <b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b><br><br><br>Congressional District, if known:   |  |
| <b>6. Federal Department/Agency:</b>   | <b>7. Federal Program Name/Description:</b><br><br>CDFA Number, if applicable:  |  |
| <b>8. Federal Action Number, if known:</b>   | <b>9. Award Amount, if known:</b><br>\$_____  |  |
| <b>10. a. Name and Address of Lobbying Entity</b><br><i>(If individual, last name, first name, MI):</i><br><br><br><i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>   | <b>b. Name and Address of Lobbying Entity</b><br><i>(If individual, last name, first name, MI):</i><br><br><br>   |  |
| <b>11. Amount of Payment (check all that apply):</b><br>\$_____ <input type="checkbox"/> actual <input type="checkbox"/> planned<br><br><b>12. Form of Payment (check all that apply):</b><br><input type="checkbox"/> a. cash<br><input type="checkbox"/> b. in-kind, specify:     Nature _____<br>Value _____  | <b>13. Type of Payment</b><br><input type="checkbox"/> a. retainer<br><input type="checkbox"/> b. one-time fee<br><input type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input type="checkbox"/> e. deferred<br><input type="checkbox"/> f. other, specify: _____ |  |
| <b>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:</b><br><br><br><i>(Attach Continuation Sheet(s) SF-LLL-A. If necessary)</i>  |   |  |
| <b>15. Continuation Sheet(s) SF-LLL-A Attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No   |   |  |
| <b>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 \$10,000 and not more than \$100,000 for each such failure.</b> | Signature: _____  |  |
|  | Print Name: _____   |  |
|  | Title: _____  |  |
|  | Telephone No.: _____  | Date: _____  |
| <div style="display: flex; justify-content: space-between;"> <span><b>Federal Use Only</b></span> <span>Authorized for Local Reproduction<br/>Standard Form-LLL</span> </div>  |   |  |

Rev. 07/2014

Contract No. 23-10009

## Exhibit E

### 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.

1. 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.
2. Identify the status of the covered federal action.
3. 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.
4. 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 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. 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.
6. 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.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CDFA) number for grants, cooperative agreements, loans, and loan commitments.
8. 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."
9. 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.  
  
(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).
11. 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.
12. 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.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. 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.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. 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 this 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.

**Exhibit F**

**Not applicable for this Contract**

**Rev. 07/2014**

**Contract No. 23-10009**

**Exhibit G**

**Not applicable for this Contract**

**Rev. 07/2014**

**Contract No. 23-10009**

**Exhibit H**

**Not applicable for this Contract**

**Rev. 07/2014**

**Contract No. 23-10009**

## Exhibit I

## Officer, Owner, Shareholder, and Creditor Information

Contractor's Business Name: MARICICH & ASSOCIATES, INC. DBA MARICICH HEALTH

Business Entity Type: CALIFORNIA CORPORATION  
(Sole Proprietorship, Partnership, LLC, California Corporation, etc.)

Business Address: 18201 MCDURMOTT WEST, STE. A

City: WILMINGTON State: CA Zip: 92664

Business Phone: 949-223-6455 Email: :

President: DAVID MARCICH Contact Person: MARK MARCICH

Person(s) Signing Contract & Title: : MARK MARCICH, CEO

\*Please provide names of owners, officers, stockholders, and creditors of Contractor's business if such interest is over 5%.

| <u>Name</u>    | <u>Officer Title or Ownership/Creditorship %</u> |
|----------------|--|
| DAVID MARICICH | 49%  |
| MARK MARICICH  | 49%  |
|                |  |

**BY SIGNING BELOW, THE UNDERSIGNED HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF.**

  
 Authorized Signature

8/12/2022  
 Date

MARK MARICICH, CEO  
Name and Title

Rev. 07/2014

**Contract No. 23-10009**

**Exhibit J**

**Not applicable for this Contract**

**Rev. 07/2014**

**Contract No. 23-10009**

**Exhibit K**

**Not applicable for this Contract**

**Exhibit L**

**Not applicable for this Contract**

# **CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL**

## **Action To Be Taken November 2, 2023**

### **Regular Meeting of the CalOptima Health Board of Directors**

#### **Consent Calendar**

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

#### **Contacts**

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

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

#### **Recommended Action**

Ratify amendments to CalOptima Health's Primary and Secondary Medi-Cal Agreements with the Department of Health Care Services related to rate changes.

#### **Background**

As a County Organized Health System (COHS), CalOptima Health contracts with the Department of Health Care Services (DHCS) to provide health care services to Medi-Cal beneficiaries in Orange County. In December 2016, CalOptima Health entered into a new four (4)-year agreement with the DHCS. Amendments to this agreement are summarized in the attached appendix, including Amendment 62, which extends the Primary Agreement to December 31, 2023. The Primary Agreement contains, among other terms and conditions, the payment rates CalOptima Health receives from DHCS to provide health care services.

#### **Discussion**

##### **Updated Calendar Year (CY) 2022 Public Health Emergency (PHE) Rates**

On September 14, 2023, the DHCS provided CalOptima Health with amendments to the Primary and Secondary Agreements, which updated Calendar Year (CY) 2022 Public Health Emergency (PHE) capitation rates. DHCS requested that CalOptima Health sign and return the agreement amendments no later than Thursday, September 28, 2023. In order to meet DHCS's deadline, CalOptima Health procured the Chair's signature on Thursday, September 28, 2023, and returned the signed agreement amendments to DHCS. As such, staff requests the CalOptima Health Board of Directors ratify the Board Chair's execution of the agreement amendments with the DHCS.

Staff received authority during the June 2023 meeting of the CalOptima Health Board of Directors to incorporate the previous final version of the CY 2022 rates into CalOptima Health's Primary Agreement with the DHCS. *See*, Attachment 2, CY 2022 Medi-Cal and Full Dual Rates June 2023.

#### **Fiscal Impact**

The recommended action has no additional fiscal impact beyond what was reported on CalOptima Health's audited financial statements. The amended CY 2022 PHE rates have been incorporated in CalOptima Health's prior Fiscal Year (FY) 2021-22 and FY 2022-23 financials.

**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

**Attachments**

1. [Attachment 1\\_Appendix summary of amendments to Primary and Secondary Agreements with DHCS](#)
2. [Attachment 2\\_CY 2022 Medi-Cal and Full Dual Rates\\_June 2023](#)

/s/ Michael Hunn  
**Authorized Signature**

10/27/2023  
**Date**

## APPENDIX TO AGENDA ITEM 6

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

| <b>Amendments to Primary Agreement</b>   | <b>Board Approval</b> |
|--|-----------------------|
| <b>A-01</b> 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      |
| <b>A-02</b> 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      |
| <b>A-03</b> 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       |
| <b>A-04</b> included the necessary contract language to conform to AB X3 (2009), to eliminate nine (9) Medi-Cal optional benefits.   | July 8, 2010          |
| <b>A-05</b> 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      |
| <b>A-06</b> 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     |
| <b>A-07</b> 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      |
| <b>A-08</b> 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         |
| <b>A-09</b> 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          |

|  |                   |
|--|-------------------|
| <b>A-10</b> 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  |
| <b>A-11</b> provided capitation rates related to the transition of HFP subscribers into CalOptima's Medi-Cal program.  | April 4, 2013     |
| <b>A-12</b> provided capitation rates for the period July 1, 2011 to June 30, 2012.  | April 4, 2013     |
| <b>A-13</b> provided capitation rates for the period July 1, 2012 to June 30, 2013   | June 6, 2013      |
| <b>A-14</b> extended the Primary Agreement until December 31, 2014   | June 6, 2013      |
| <b>A-15</b> 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   |
| <b>A-16</b> 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  |
| <b>A-17</b> 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  |
| <b>A-18</b> provided revised capitation rates for the period July 1, 2013, through June 30, 2014.  | June 5, 2014      |
| <b>A-19</b> extended the Primary Agreement until December 31, 2015 and included language that incorporates provisions related to <b>Medicare Improvements for Patients and Providers Act</b> (MIPPA)-compliant contracts and eligibility criteria for Dual Eligible Special Needs Plans (D-SNPs) | August 7, 2014    |
| <b>A-20</b> 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 |
| <b>A-21</b> provided revised 2013-2014 capitation rates.   | November 7, 2013  |
| <b>A-22</b> revised capitation rates for Fiscal Year (FY) 2013-14 and added an aid code to implement Express Lane/CalFresh Eligibility   | November 6, 2014  |
| <b>A-23</b> 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  |
| <b>A-24</b> revises capitation rates to include SB 239 Hospital Quality Assurance Fees for the period January 1, 2014 to June 30, 2014.  | May 7, 2015       |
| <b>A-25</b> 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<br>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<br>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<br>June 7, 2018<br>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                                       |
| 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<br>August 1, 2019<br>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<br>October 1, 2020<br>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<br>March 3, 2022<br>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                                    |

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

| <b>Amendments to Secondary Agreement</b>   | <b>Board Approval</b> |
|--|-----------------------|
| 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          |

|   |   |
|---|---|
| <b>A-04</b> 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)<br><br>May 1, 2014 (term extension) |
| <b>A-05</b> 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  |
| <b>A-06</b> 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)<br><br>Ratification of rates requested April 7, 2016 |
| <b>A-07</b> extends the Secondary Agreement with the DHCS to December 31, 2020.   | December 1, 2016  |
| <b>A-08</b> 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  |
| <b>A-09</b> incorporates updated Calendar Year (CY) 2022 Public Health Emergency (PHE) capitation rates.  | November 2, 2023  |
| <b>A-10</b> extends the Secondary Agreement with DHCS to December 31, 2021  | November 5, 2020  |
| <b>A-12</b> extends the Secondary Agreement with DHCS to December 31, 2022.   | October 7, 2021   |
| <b>Agreement 22-20494</b> incorporates both Hyde services (“Private Services”) and the new Unsatisfactory Immigration Status members from January 1, 2023 to December 31, 2023.   | December 1, 2022  |
| <b>A-01</b> 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:

| <b>Amendments to Agreement 16-93274</b>                                    | <b>Board Approval</b> |
|--|-----------------------|
| <b>A-01</b> extends the Agreement 16-93274 with DHCS to December 31, 2018. | August 3, 2017        |
| <b>A-02</b> extends the Agreement 16-93274 with DHCS to December 31, 2019  | June 7, 2018          |
| <b>A-03</b> extends the Agreement 16-93274 with DHCS to December 31, 2020  | May 2, 2019           |
| <b>A-04</b> extends the Agreement 16-93274 with DHCS to December 31, 2021  | June 4, 2020          |

|  |  |
|--|--|
| <b>A-05</b> extends the Agreement 16-93274 with DHCS to December 31, 2022. | June 3, 2021                                     |
| <b>A-06</b> extends Agreement 16 – 93274 with DHCS to December 31, 2023.   | May 5, 2022                                      |
| <b>A-07</b> extends Agreement 16 – 93274 with DHCS to December 31, 2023.   | October 6, 2022                                  |
| <b>A-08</b> extends Agreement 16 – 93274 with DHCS to December 31, 2023.   | Not applicable due to non – substantive changes. |
| <b>A-09</b> 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:

| <b>Amendments to Agreement 17-94488</b>   | <b>Board Approval</b> |
|---|-----------------------|
| <b>A-01</b> 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.

| <b>Amendments to Data Use Agreement</b>  | <b>Board Approval</b> |
|--|-----------------------|
| <b>CY 2023 Data Use Agreement (DUA)</b> allows for the exchange of information between DHCS and CalOptima Health after the current contract expires on December 31, 2023.                      | November 2, 2023      |
| <b>CY 2024 Operational Readiness (OR) DUA</b> 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 June 1, 2023

#### Regular Meeting of the CalOptima Health Board of Directors

#### Consent Calendar

5. Authorize and Direct Execution of Amendments to CalOptima Health's Primary Agreement with the California Department of Health Care Services Related to Rate Changes

#### Contact

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

#### Recommended Action

Authorize and direct the Chairman of the Board of Directors to execute an amendment(s) to the Primary Agreement between the California Department of Health Care Services and CalOptima Health related to rate changes.

#### Background

As a County Organized Health System (COHS), CalOptima Health contracts with the California Department of Health Care Services (DHCS) to provide health care services to Medi-Cal beneficiaries in Orange County. In December 2016, CalOptima Health entered into a new four (4)-year agreement with the DHCS. Amendments to this agreement are summarized in the attached appendix, including Amendment 62, which extends the Primary Agreement to December 31, 2023. *See*, Attachment 1\_ Appendix summary of amendments to Primary Agreements with DHCS. The Primary Agreement contains, among other terms and conditions, the payment rates CalOptima Health receives from DHCS to provide health care services.

#### Discussion

##### Updated Calendar Year (CY) 2022 Rates

On May 8, 2023, DHCS provided CalOptima Health with updated Calendar Year (CY) 2022 capitation rates. Staff received authority during the March 2022 meeting of the CalOptima Health Board of Directors to incorporate the previous final version of the CY 2022 rates into CalOptima Health's Primary Agreement with the DHCS. *See*, Attachment 2\_ CY 2022 Rates March 2022.

DHCS noted that these rates will be further updated in the third quarter of 2023 to include the budget neutral split in rates for the unsatisfactory immigration status (UIS) and satisfactory immigration status (SIS) populations. The details of CalOptima Health's updated CY 2022 rates are outlined below.

##### *Programmatic Changes*

- Implementation of an additional 10% unit cost increase in accordance with the COVID-19 Public Health Emergency (PHE) fee schedule increase for long-term care (LTC) facilities (including hospice room and board).

- The prior CY 2022 rates assumed that the PHE would end prior to the rating period; therefore, the additional fee schedule increase was not reflected in the prior version of the rates.
- Implementation of Assembly Bill 97 buybacks for select providers and the partial duals mandatory managed care transition.
  - These programmatic changes were made effective in CY 2022 after the original rate development.
- Delayed implementation date of the dyadic health care services and doula programmatic changes until January 1, 2023. Therefore, these program changes are not applied in the updated version of the CY 2022 rates.

#### *Population Acuity*

- The population acuity adjustment was updated to account for the halt in disenrollment during the PHE.
  - At the time of the original development of the CY 2022 capitation rates, the PHE end date was assumed to be December 2021 with the disenrollment occurring during the rating period.

#### *Enrollment*

- CY 2022 enrollment counts now display actual membership counts observed from January 2022–December 2022.
  - The enrollment counts were updated to account for the halt in disenrollment during the PHE, producing significant deviations from the original projected enrollment.
  - The new enrollment was used to recalculate final budget neutral managed care organization (MCO) risk scores, county average rates, and regional rates for applicable MCOs (in addition to the Hospital Quality Assurance Fee (HQAF) and MCO tax calculations noted below).

#### *Add-Ons*

- The Major Organ Transplant (MOT) add-on was updated to reflect finalized University of California (UC) case rates.
- The HQAF add-on was updated to account for the halt in disenrollment during the PHE.
  - As noted above, significant deviations from projected enrollment were observed due to the continuation of the PHE past the assumed termination date.
- The MCO tax was updated to account for the halt in disenrollment during the PHE.
  - As noted above, significant deviations from projected enrollment were observed due to the continuation of the PHE past the assumed termination date.

#### Updated Calendar Year (CY) 2022 Coordinated Care Initiative (CCI) Rates

On May 12, 2023, DHCS provided CalOptima Health with updated CY 2022 CCI capitation rates. Staff received authority during the March 2022 meeting of the CalOptima Health Board of Directors to incorporate the previous final version of the CY 2022 CCI rates into CalOptima Health's Primary Agreement with the DHCS. *See, Attachment 3\_CY 2022 Full Dual CCI Rates.*

DHCS noted that these rates will be further updated in the third quarter of 2023 to include the budget neutral split in rates for the UIS and SIS populations. The details of CalOptima Health's updated CY 2022 rates are outlined below.

#### *Programmatic Changes*

- Implementation of an additional 10% unit cost increase in accordance with the COVID-19 PHE fee schedule increase for LTC facilities (including hospice room and board).
  - The prior CY 2022 rates assumed that the PHE would end prior to the rating period; therefore, the additional fee schedule increase was not reflected in the prior version of the rates.

#### *Add-Ons*

- The MOT add-on was updated to reflect finalized UC case rates.

The anticipated impact of these proposed rate changes is identified in the Fiscal Impact section below.

#### **Fiscal Impact**

DHCS's updated changes included in the amendment result in a 0.5% increase in Medi-Cal base revenue from what was incorporated in CalOptima Health's financials for CY 2022. This increase was primarily driven by the LTC unit cost increase. Staff will refresh the financials before the end of the current fiscal year to account for the rate changes.

#### **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 Agreements with DHCS](#)
2. [CY 2022 Rates March 2022](#)
3. [CY 2022 Full Dual CCI Rates](#)

/s/ Michael Hunn  
**Authorized Signature**

05/26/2023  
**Date**

## APPENDIX TO AGENDA ITEM 5

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

| <b>Amendments to Primary Agreement</b>   | <b>Board Approval</b> |
|--|-----------------------|
| <b>A-01</b> 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      |
| <b>A-02</b> 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      |
| <b>A-03</b> 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       |
| <b>A-04</b> included the necessary contract language to conform to AB X3 (2009), to eliminate nine (9) Medi-Cal optional benefits.   | July 8, 2010          |
| <b>A-05</b> 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      |
| <b>A-06</b> 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     |
| <b>A-07</b> 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      |
| <b>A-08</b> 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         |
| <b>A-09</b> 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          |

|  |                   |
|--|-------------------|
| <b>A-10</b> 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  |
| <b>A-11</b> provided capitation rates related to the transition of HFP subscribers into CalOptima's Medi-Cal program.  | April 4, 2013     |
| <b>A-12</b> provided capitation rates for the period July 1, 2011 to June 30, 2012.  | April 4, 2013     |
| <b>A-13</b> provided capitation rates for the period July 1, 2012 to June 30, 2013   | June 6, 2013      |
| <b>A-14</b> extended the Primary Agreement until December 31, 2014   | June 6, 2013      |
| <b>A-15</b> 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   |
| <b>A-16</b> 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  |
| <b>A-17</b> 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  |
| <b>A-18</b> provided revised capitation rates for the period July 1, 2013, through June 30, 2014.  | June 5, 2014      |
| <b>A-19</b> extended the Primary Agreement until December 31, 2015 and included language that incorporates provisions related to <b>Medicare Improvements for Patients and Providers Act</b> (MIPPA)-compliant contracts and eligibility criteria for Dual Eligible Special Needs Plans (D-SNPs) | August 7, 2014    |
| <b>A-20</b> 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 |
| <b>A-21</b> provided revised 2013-2014 capitation rates.   | November 7, 2013  |
| <b>A-22</b> revised capitation rates for Fiscal Year (FY) 2013-14 and added an aid code to implement Express Lane/CalFresh Eligibility   | November 6, 2014  |
| <b>A-23</b> 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  |
| <b>A-24</b> revises capitation rates to include SB 239 Hospital Quality Assurance Fees for the period January 1, 2014 to June 30, 2014.  | May 7, 2015       |
| <b>A-25</b> extends the contract term to December 31, 2016. DHCS is obtaining a continuation of the services identified in the original agreement.   | May 7, 2015       |

|  |  |
|--|--|
| <b>A-26</b> adjusts the 2013-2014 Intergovernmental Transfer (IGT) rates.  | May 7, 2015  |
| <b>A-27</b> adjusts 2013-2014 capitation rates for Optional Expansion and SB 239.  | May 7, 2015  |
| <b>A-28</b> incorporates language requirements and supplemental payments for BHT into primary agreement.   | October 2, 2014                                      |
| <b>A-29</b> added optional expansion rates for January- June 2015; also added updates to MLR language.   | April 2, 2015  |
| <b>A-30</b> 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                                     |
| <b>A-31</b> extends the Primary Agreement with DHCS to December 31, 2020.  | December 1, 2016                                     |
| <b>A-32</b> 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                                     |
| <b>A-33</b> incorporates base rates for July 2016 to June 2017.  | February 2, 2017                                     |
| <b>A-34</b> 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   |
| <b>A-35</b> incorporates Managed Long-Term Services and Supports (MLTSS) into CalOptima's Primary Agreement with the DHCS.   | March 6, 2014<br>February 2, 2017                    |
| <b>A-36</b> incorporates revised base rates for July 2015 to June 2016.  | December 7, 2017                                     |
| <b>A-37</b> incorporates revised base rates for July 2016 to June 2017.  | February 7, 2019                                     |
| <b>A-38</b> incorporates full dual rates for Calendar Year (CY) 2015   | August 1, 2019                                       |
| <b>A-39</b> incorporates full dual rates for Calendar Year (CY) 2016   | August 1, 2019                                       |
| <b>A-40</b> incorporates Final Rule contract language.   | June 1, 2017<br>February 6, 2020                     |
| <b>A-41</b> 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<br>June 7, 2018<br>February 6, 2020 |
| <b>A-42</b> incorporated revised base rates for July 2017 to June 2018, directed payments language and mental health parity documentation requirements.  | August 1, 2019                                       |
| <b>A-43</b> incorporates revises Hospital Quality Assurance Fee (HQAF) rates for January 1, 2017 to June 30, 2017.   | August 1, 2019                                       |
| <b>A-44</b> incorporates full dual rates for Calendar Year (CY) 2017.  | August 1, 2019                                       |
| <b>A-45</b> 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<br>August 1, 2019<br>August 6, 2020     |
| <b>A-46</b> incorporates full dual rates for Calendar Year (CY) 2018.  | August 1, 2019                                       |
| <b>A-47</b> 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<br>October 1, 2020<br>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<br>March 3, 2022<br>August 4, 2022   |
| A-60 incorporates new benefits changes for Calendar Year (CY) 2022.   | August 4, 2022                                      |
| 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                                    |

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

| <b>Amendments to Secondary Agreement</b>   | <b>Board Approval</b>  |
|--|--|
| 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<br>(FY 11-12 and FY 12-13 rates)<br><br>May 1, 2014 (term extension) |

|   |   |
|---|---|
| <b>A-05</b> 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  |
| <b>A-06</b> 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)<br><br>Ratification of rates requested April 7, 2016 |
| <b>A-07</b> extends the Secondary Agreement with the DHCS to December 31, 2020.   | December 1, 2016  |
| <b>A-08</b> 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  |
| <b>A-10</b> extends the Secondary Agreement with DHCS to December 31, 2021  | November 5, 2020  |
| <b>A-12</b> extends the Secondary Agreement with DHCS to December 31, 2022.   | October 7, 2021   |
| <b>Agreement 22-20494</b> incorporates both Hyde services (“Private Services”) and the new Unsatisfactory Immigration Status members from January 1, 2023 to December 31, 2023.   | December 1, 2022  |
| <b>A-01</b> 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:

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

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

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

## **CALOPTIMA BOARD ACTION AGENDA REFERRAL**

### **Action To Be Taken March 3, 2022** **Regular Meeting of the CalOptima Board of Directors**

#### **Consent Calendar**

11. Authorize and Direct Execution of Amendment(s) to CalOptima's Primary Medi-Cal Agreement with the California Department of Health Care Services Related to Rate Changes

#### **Contacts**

Carmen Dobry, Executive Director, Compliance, (657) 235-6997

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

#### **Recommended Action**

Authorize and direct the Chairman of the Board of Directors to execute an Amendment(s) to the Primary Medi-Cal Agreement between the California Department of Health Care Services and CalOptima related to rate changes.

#### **Background**

As a County Organized Health System (COHS), CalOptima contracts with the California Department of Health Care Services (DHCS) to provide health care services to Medi-Cal beneficiaries in Orange County. In January 2009, CalOptima entered into a new five (5) year agreement with the DHCS. Amendments to this agreement are summarized in the attached appendix, including Amendment 54, which extends the agreement through December 31, 2022. The agreement contains, among other terms and conditions, the payment rates CalOptima receives from DHCS to ensure that the Medi-Cal members DHCS assigns to CalOptima have access to covered health care services.

#### **Discussion**

DHCS has informed Managed Care Plans (MCPs), including CalOptima, that it will submit an agreement amendment to the Centers for Medicare & Medicaid Services (CMS) for approval that will incorporate rate changes related to Base Medi-Cal Classic rates, ACA Optional Expansion (OE) rates, Coordinated Care Initiative (CCI) Non-Full Dual rates, Hyde (Abortion) rates, Behavioral Health Treatment (BHT) supplemental payments, Managed Long-Term Services and Supports (MLTSS) add-on rates, and Proposition 56 directed payments.

#### **Rate Changes**

DHCS's proposed agreement amendment seeks to incorporate rates related to Base Medi-Cal Classic rates, ACA Optional Expansion (OE) rates, CCI Non-Full Dual rates, Hyde (Abortion) rates, BHT supplemental payments, MLTSS add-on rates, and Proposition 56 directed payments.

#### *CY 2022 Rates*

#### **Base Classic Medi-Cal and ACA Optional Expansion Rates**

Noteworthy items for the updated rates for January 2022 to December 2022 include, but are not limited to:

CalOptima Board Action Agenda Referral  
Authorize and Direct Execution of Amendment(s) to  
CalOptima's Primary Agreement with the California Department of  
Health Care Services (DHCS) Related to Rate Changes  
Page 2

- MCO tax add-on
- Program changes (as specified below)
- Risk adjustment updates
- Major Organ Transplant rate add-on
- Final Directed Payments/Pass-through payments
- Final projected enrollment

The base Medi-Cal Classic and ACA OE capitation rates for January 1, 2022 through December 31, 2022 were first sent to CalOptima as draft rates in July 2021, as updated draft rates in October 2021, and as final rates in January 2022. The rates reflect a rate rebase that now utilizes CY 2019 experience, including health plan submitted Rate Development Templates (RDTs) and encounter data. The rebase also includes the following:

- Base data adjustments for program changes such as:
  - Psychiatric Collaborative Care (PCC)
  - COVID-19 adjustments for mental health, testing, and treatment
  - Community Supports
  - Whole Person Care (WPC) related to Community Supports
  - Doula Benefit
  - Remote Patient Monitoring
  - Rapid Whole Genome Sequencing
  - Community Health Worker
  - Transitioning populations under CalAIM and for undocumented members aged 50 and over.
- Rate add-ons for the following:
  - MCO Tax
  - Proposition 56 Directed Payments
  - Hospital Quality Assurance Fee (HQAF) Payments
  - Major Organ Transplant (MOT)
  - Seniors and Persons with Disabilities (SPD) Community – Based Adult Services (CBAS)
  - Enhanced Care Management (ECM)
- Projected non-benefit costs for administrative and underwriting gain loads.
- Projected enrollment reflecting DHCS's current best estimate of enrollment for the CY 2022 rating period.
- Whole Child Model (WCM) rates utilizing a one-year base period, consistent with broader mainstream rates.
- CCI non – dual MLTSS capitation rates.
- Updated BHT supplemental payment rates using a CY 2018 and CY 2019 base data time period.

CY 2022 ECM Add-on Per member per month (PMPM)

CalOptima received draft Enhanced Care Management (ECM) rates for January 2022 through December 2022 in May 2021 and final ECM rates in September 2021. Highlights regarding the ECM rate amounts include the following:

- Assumption changes impacting per enrollee per month (PEPM) costs
  - Service hours/caseloads: service hours and corresponding caseloads used in ECM base costs remain consistent.
  - Provider type salaries, trend and provider overhead: increase to base salaries and benefits for full time employees (FTE) providing ECM services.
  - Administrative load: full administrative load built into final ECM PMPM add-on rates.
- Assumption changes impacting ECM enrolled member counts
  - Whole Person Care (WPC) transitioning ECM members: assumed projected increase for transitioning WPC members remaining in ECM after six months.
  - Health Homes Program (HHP) transitioning ECM members: assumed projected increase for transitioning HHP members to remain in ECM after six months.
  - Identifying ECM eligible members for outreach and enrollment: number of members who would be ECM-eligible has increased based on updated analysis.
  - Modification of logic for health plans/counties with high WPC/HHP counts: updated rate methodology to acknowledge the resources required for transitioning WPC/HHP members into ECM.
- Other assumption changes
  - Outreach costs: outreach assumptions were revised to reflect the amount of hours spent on each outreach target.
  - Projected managed care enrollment update: the final ECM rates utilize updated 12-month projected enrollment counts that are based on actual enrollment observed through April 2021 with supplemental information through May 2021.

CY 2022 Community Supports Rates

CalOptima received draft Community Supports (ILOS) rates for January 2022 through December 2022 in August 2021 and final rates in January 2022.

Highlights regarding the Community Supports rate amounts include fully loaded PMPMs based on the following:

- Community Supports expense data provided in CalOptima's RDT submission.
- Whole Person Care (WPC) data.
- Community Supports within the CY 2022 capitation rates.

For further details regarding CalOptima's CY 2022 rates, please see "Attachment 2\_Detailed Description of CY 2022 Rates."

The anticipated impact of these proposed rate changes is identified in the Fiscal Impact section.

**Fiscal Impact**

**Base Classic Medi-Cal and ACA Optional Expansion Rates:**

Compared to CY 2021 rates, the final CY 2022 final rates are 11.6% or \$22.48 PMPM higher for Medi-Cal Classic, 6.7% or \$21.02 PMPM higher for Medi-Cal Expansion, and 18.6% or \$269.41 PMPM higher for Medi-Cal WCM members. In aggregate, Staff projects the net fiscal impact for the period January 1, 2022, through June 30, 2022, will be more favorable than the assumptions included in the CalOptima Fiscal Year (FY) 2021-22 Operating Budget. Staff will include updated rates for the period of July 1, 2022, through December 31, 2022, in the CalOptima FY 2022-23 Operating Budget.

**ECM and Community Support Services Rates:**

The FY 2021-22 Operating Budget assumes that CalOptima will take financial risk for the mandatory ECM benefit and optional Community Support services effective January 1, 2022. Payments related to these new benefits and services were treated as budget neutral.

**Rationale for Recommendation**

DHCS develops capitation rates according to base data reported by CalOptima through the RDT 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 operations.

**Concurrence**

James Novello, Outside General Counsel, Kennaday Leavitt

**Attachment**

1. [Appendix summary of amendments to Primary Agreements with DHCS](#)
2. [Detailed Description of CY 2022 Rates](#)

/s/ Michael Hunn  
**Authorized Signature**

02/24/2022  
**Date**

## APPENDIX TO AGENDA ITEM 11

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

| <b>Amendments to Primary Agreement</b>   | <b>Board Approval</b> |
|--|-----------------------|
| <b>A-01</b> 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      |
| <b>A-02</b> 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      |
| <b>A-03</b> 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       |
| <b>A-04</b> included the necessary contract language to conform to AB X3 (2009), to eliminate nine (9) Medi-Cal optional benefits.   | July 8, 2010          |
| <b>A-05</b> 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      |
| <b>A-06</b> 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     |
| <b>A-07</b> 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      |
| <b>A-08</b> 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         |
| <b>A-09</b> 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          |

|  |                   |
|--|-------------------|
| <b>A-10</b> 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  |
| <b>A-11</b> provided capitation rates related to the transition of HFP subscribers into CalOptima's Medi-Cal program.  | April 4, 2013     |
| <b>A-12</b> provided capitation rates for the period July 1, 2011 to June 30, 2012.  | April 4, 2013     |
| <b>A-13</b> provided capitation rates for the period July 1, 2012 to June 30, 2013   | June 6, 2013      |
| <b>A-14</b> extended the Primary Agreement until December 31, 2014   | June 6, 2013      |
| <b>A-15</b> 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   |
| <b>A-16</b> 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  |
| <b>A-17</b> 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  |
| <b>A-18</b> provided revised capitation rates for the period July 1, 2013, through June 30, 2014.  | June 5, 2014      |
| <b>A-19</b> extended the Primary Agreement until December 31, 2015 and included language that incorporates provisions related to <b>Medicare Improvements for Patients and Providers Act</b> (MIPPA)-compliant contracts and eligibility criteria for Dual Eligible Special Needs Plans (D-SNPs) | August 7, 2014    |
| <b>A-20</b> 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 |
| <b>A-21</b> provided revised 2013-2014 capitation rates.   | November 7, 2013  |
| <b>A-22</b> revised capitation rates for Fiscal Year (FY) 2013-14 and added an aid code to implement Express Lane/CalFresh Eligibility   | November 6, 2014  |
| <b>A-23</b> 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  |
| <b>A-24</b> revises capitation rates to include SB 239 Hospital Quality Assurance Fees for the period January 1, 2014 to June 30, 2014.  | May 7, 2015       |
| <b>A-25</b> extends the contract term to December 31, 2016. DHCS is obtaining a continuation of the services identified in the original agreement.   | May 7, 2015       |

|  |  |
|--|--|
| <b>A-26</b> adjusts the 2013-2014 Intergovernmental Transfer (IGT) rates.  | May 7, 2015  |
| <b>A-27</b> adjusts 2013-2014 capitation rates for Optional Expansion and SB 239.  | May 7, 2015  |
| <b>A-28</b> incorporates language requirements and supplemental payments for BHT into primary agreement.   | October 2, 2014                                      |
| <b>A-29</b> added optional expansion rates for January- June 2015; also added updates to MLR language.   | April 2, 2015  |
| <b>A-30</b> 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                                     |
| <b>A-31</b> extends the Primary Agreement with DHCS to December 31, 2020.  | December 1, 2016                                     |
| <b>A-32</b> 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                                     |
| <b>A-33</b> incorporates base rates for July 2016 to June 2017.  | February 2, 2017                                     |
| <b>A-34</b> 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   |
| <b>A-35</b> incorporates Managed Long-Term Services and Supports (MLTSS) into CalOptima's Primary Agreement with the DHCS.   | March 6, 2014<br>February 2, 2017                    |
| <b>A-36</b> incorporates revised base rates for July 2015 to June 2016.  | December 7, 2017                                     |
| <b>A-37</b> incorporates revised base rates for July 2016 to June 2017.  | February 7, 2019                                     |
| <b>A-38</b> incorporates full dual rates for Calendar Year (CY) 2015   | August 1, 2019                                       |
| <b>A-39</b> incorporates full dual rates for Calendar Year (CY) 2016   | August 1, 2019                                       |
| <b>A-40</b> incorporates Final Rule contract language.   | June 1, 2017<br>February 6, 2020                     |
| <b>A-41</b> 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<br>June 7, 2018<br>February 6, 2020 |
| <b>A-42</b> incorporated revised base rates for July 2017 to June 2018, directed payments language and mental health parity documentation requirements.  | August 1, 2019                                       |
| <b>A-43</b> incorporates revises Hospital Quality Assurance Fee (HQAF) rates for January 1, 2017 to June 30, 2017.   | August 1, 2019                                       |
| <b>A-44</b> incorporates full dual rates for Calendar Year (CY) 2017.  | August 1, 2019                                       |
| <b>A-45</b> 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<br>August 1, 2019<br>August 6, 2020     |
| <b>A-46</b> incorporates full dual rates for Calendar Year (CY) 2018.  | August 1, 2019                                       |
| <b>A-47</b> 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<br>October 1, 2020<br>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-57 incorporates Calendar Year (CY) 2022 risk mitigation language.  | March 3, 2022                                       |
| A-58 incorporates the COVID Vaccination Incentive Program.   | March 3, 2022                                       |

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

| <b>Amendments to Secondary Agreement</b>   | <b>Board Approval</b>  |
|--|--|
| 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<br>(FY 11-12 and FY 12-13 rates)<br><br>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)<br><br>Ratification of rates requested April 7, 2016    |
| A-07 extends the Secondary Agreement with the DHCS to December 31, 2020.   | December 1, 2016   |

|   |                  |
|---|------------------|
| <b>A-08</b> 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 |
| <b>A-10</b> extends the Secondary Agreement with DHCS to December 31, 2021  | November 5, 2020 |
| <b>A-12</b> extends the Secondary Agreement with DHCS to December 31, 2022.   | October 7, 2021  |

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

| <b>Amendments to Agreement 16-93274</b>                                    | <b>Board Approval</b> |
|--|-----------------------|
| <b>A-01</b> extends the Agreement 16-93274 with DHCS to December 31, 2018. | August 3, 2017        |
| <b>A-02</b> extends the Agreement 16-93274 with DHCS to December 31, 2019  | June 7, 2018          |
| <b>A-03</b> extends the Agreement 16-93274 with DHCS to December 31, 2020  | May 2, 2019           |
| <b>A-04</b> extends the Agreement 16-93274 with DHCS to December 31, 2021  | June 4, 2020          |
| <b>A-05</b> extends the Agreement 16-93274 with DHCS to December 31, 2023. | June 3, 2021          |

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

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

### **Detailed Description of CY 2022 Rates**

The CY 2022 capitation rates may be amended later in year for the following reasons:

- Updates to capitation rates may occur when more information on the Public Health Emergency (PHE) end date is known.
- Capitation rates will be updated to separate the rates for beneficiaries with satisfactory immigration status versus unsatisfactory immigration status.

### ***Program Changes, Efficiencies, and Other Adjustments:***

a) All adjustments to the base data are listed below:

- i. Psychiatric Collaborative Care (PCC)
- ii. Prop 56 Community Based Adult Services (CBAS)
- iii. Non-Medical Transportation (NMT)
- iv. SB 523 Ambulance increases (GEMT)
- v. Optional Benefits (Vision, Audiology, Podiatry, Incontinence creams and washes, and Speech Therapy)
- vi. Long-Term Care (LTC)
- vii. Hospice
- viii. COVID Adjustments for Mental Health and Testing and Treatment
- ix. Doula Benefit
- x. Community Supports (ILOS) – approved ILOS reported in the CY 2019 RDT
- xi. Whole Person Care (related to CalAIM ILOS)
- xii. Remote Patient Monitoring
- xiii. Continuous Glucose Monitoring DME Carve-out
- xiv. Community Health Worker
- xv. Populations transitioning from FFS to Managed Care (including those under CalAIM)
- xvi. Population transition for members aged 50 and over to Full Scope Benefits regardless of immigration status (Undocumented 50+)
- xvii. Rapid Whole Genome Sequencing
- xviii. Dyadic Behavioral Health
- xix. Population Acuity Adjustment
- xx. Potentially Preventable Admissions efficiency adjustment (PPA)
- xxi. Healthcare Common Procedure Coding System efficiency adjustment (HCPCS)
- xxii. Emergency Department (ED) Adjustment for Low Acuity Non-Emergency (LANE) visit

### ***Enrollment***

This membership projection assumes the PHE will end in December 2021 and that DHCS will work through the backlog of eligibility redetermination within 12 months. These projections are based on actual enrollment with runout through July 2021 with supplemental information with runout through August 2021. This projected enrollment has been updated with best estimates for the CalAIM transitioning populations and undocumented 50+ groups.

### ***Rate Add-Ons***

#### **Proposition 56**

For the Physician, Developmental Screening, Trauma Screening, Family Planning, and Value-Based Purchasing (VBP) Prop 56 directed payments, the PMPM add-ons were adjusted for population acuity (consistent with the adjustment made for the broader rates) and populations transitioning from FFS to Managed Care.

The VBP Prop 56 directed payments were further adjusted for the transitioning population aged 50 and older with unsatisfactory immigration status that will transition to full-scope benefits during the CY 2022 rating period. VBP Prop 56 is scheduled to sunset as of July 1, 2022.

Hospital Quality Assurance Fee (HQAF) – the HQAF pass-through payment PMPM add-ons have been revised for final rates, due to enrollment projection updates.

## CALOPTIMA BOARD ACTION AGENDA REFERRAL

### Action To Be Taken March 3, 2022 Regular Meeting of the CalOptima Board of Directors

#### Consent Calendar

10. Ratify an Amendment to CalOptima's Primary Medi-Cal Agreement with the California Department of Health Care Services (DHCS) Related to Rate Changes

#### Contacts

Carmen Dobry, Executive Director, Compliance, (657) 235-6997

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

#### Recommended Action

Ratify Amendment to CalOptima's Primary Agreement between CalOptima and the DHCS related to rate changes.

#### Background

As a County Organized Health System (COHS), CalOptima contracts with the DHCS to provide health care services to Medi-Cal beneficiaries in Orange County. In January 2009, CalOptima entered into a new five (5) year agreement with the DHCS. Amendments to this agreement are summarized in the attached appendix, including Amendment 54, which extends the agreement through December 31, 2022. The agreement contains, among other terms and conditions, the payment rates CalOptima receives from DHCS to ensure that the Medi-Cal members DHCS assigns to CalOptima have access to covered health care services.

#### Discussion

On January 24, 2022, DHCS requested that CalOptima sign and return the CY 2022 CCI Full Dual Rates Agreement Amendment as soon as possible, but no later than Friday, February 18, 2022. In order to meet DHCS's deadline, CalOptima staff procured the Chair's signature on Thursday, February 3, 2022, and returned the signed agreement amendment to DHCS. As such, staff requests the CalOptima Board of Directors' ratification of the Board Chair's execution of the CY 2022 CCI Full Dual rates agreement amendment with the DHCS.

#### Rate Changes

DHCS's agreement amendment incorporates rates related to CCI Full Dual rates for the period of January 1, 2022, through December 31, 2022.

#### *CY 2022 CCI Full Dual Rates*

#### CY 2022 CCI Full Dual Rates

CalOptima received CY 2022 CCI full dual draft rates in September 2021 and final CY 2022 CCI full dual rates in January 2022. Highlights regarding these rates are as follows:

- Final CY 2022 projected enrollment assumes the Public Health Emergency (PHE) will end in December 2021.
- Updated trend levels to reflect expected Mental Health Outpatient (MHOP) utilization and unit cost increases from CY 2019 base period to the CY 2022 contract period.
- The rates reflect a rebase that utilizes CY 2019 experience including health plan submitted RDTs and encounter data.
- The rebase also includes the following base-data adjustments:
  - Community Supports (formerly In Lieu of Services) – appropriately reported ILOS costs were removed from base data experience.
  - Global administrative adjustment for health plans who globally subcontract to another health plan.
  - Multipurpose Senior Services Program (MSSP) – data and cost for the MSSP Category of Service (COS) was removed from the base data due to MSSP services being carved out of managed care in CY 2022.
  - Category of aid (COA) adjustment – MSSP – only data reported in CY 2019 CCI RDTs was utilized to adjust the COA structure of the base data to match the COA structure of the CY 2022 rate period.
- Ground Emergency Medical Transportation (GEMT) adjustments
- Long – term care (LTC) program change, accounting for facility fee changes, was updated based on more recently published facility rate information.
- Program change adjustment quantifying the impact of adding skilled and trained Community Health Workers (CHWs) effective July 1, 2022.
- Non – medical transportation (NMT) amounts.
- Optional benefits restoration effective January 1, 2020.
- COVID-19 adjustment for mental health.
- Adjustments to the Whole Person Care (WPC) portion of Community Supports (ILOS) to utilize Eligible But Not Enrolled (EBNE) data rather than Cal MediConnect (CMC) data.
- These rates do not reflect any costs associated with pharmacy services for non – Cal MediConnect (CMC) COAs due to the pharmacy carve – out as of January 1, 2022.
- Rate add – ons for Enhanced Care Management (ECM) and Major Organ Transplant (MOT).
- MCO tax adjustments

The anticipated impact of these proposed rate changes is identified in the Fiscal Impact section.

### **Fiscal Impact**

Compared to CY 2021 rates, the final CY 2022 rates are 0.3% or \$1.31 PMPM higher for CCI Full Dual members. In aggregate, Staff projects the net fiscal impact for the period January 1, 2022, through June 30, 2022, will be slightly more favorable than the assumptions included in the CalOptima Fiscal Year (FY) 2021-22 Operating Budget. Staff will include updated rates for the period of July 1, 2022, through December 31, 2022, in the CalOptima FY 2022-23 Operating Budget.

### **Rationale for Recommendation**

DHCS develops capitation rates according to base data reported by CalOptima through the Rate Development Template (RDT) 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 operations.

**Concurrence**

James Novello, Outside General Counsel, Kennaday Leavitt

**Attachment**

1. [Appendix summary of amendments to Primary Agreements with DHCS](#)

/s/ Michael Hunn  
**Authorized Signature**

02/24/2022  
**Date**

## APPENDIX TO AGENDA ITEM 10

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

| <b>Amendments to Primary Agreement</b>   | <b>Board Approval</b> |
|--|-----------------------|
| <b>A-01</b> 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      |
| <b>A-02</b> 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      |
| <b>A-03</b> 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       |
| <b>A-04</b> included the necessary contract language to conform to AB X3 (2009), to eliminate nine (9) Medi-Cal optional benefits.   | July 8, 2010          |
| <b>A-05</b> 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      |
| <b>A-06</b> 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     |
| <b>A-07</b> 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      |
| <b>A-08</b> 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         |
| <b>A-09</b> 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          |

|  |                   |
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| <b>A-10</b> 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  |
| <b>A-11</b> provided capitation rates related to the transition of HFP subscribers into CalOptima's Medi-Cal program.  | April 4, 2013     |
| <b>A-12</b> provided capitation rates for the period July 1, 2011 to June 30, 2012.  | April 4, 2013     |
| <b>A-13</b> provided capitation rates for the period July 1, 2012 to June 30, 2013   | June 6, 2013      |
| <b>A-14</b> extended the Primary Agreement until December 31, 2014   | June 6, 2013      |
| <b>A-15</b> 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   |
| <b>A-16</b> 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  |
| <b>A-17</b> 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  |
| <b>A-18</b> provided revised capitation rates for the period July 1, 2013, through June 30, 2014.  | June 5, 2014      |
| <b>A-19</b> extended the Primary Agreement until December 31, 2015 and included language that incorporates provisions related to <b>Medicare Improvements for Patients and Providers Act</b> (MIPPA)-compliant contracts and eligibility criteria for Dual Eligible Special Needs Plans (D-SNPs) | August 7, 2014    |
| <b>A-20</b> 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 |
| <b>A-21</b> provided revised 2013-2014 capitation rates.   | November 7, 2013  |
| <b>A-22</b> revised capitation rates for Fiscal Year (FY) 2013-14 and added an aid code to implement Express Lane/CalFresh Eligibility   | November 6, 2014  |
| <b>A-23</b> 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  |
| <b>A-24</b> revises capitation rates to include SB 239 Hospital Quality Assurance Fees for the period January 1, 2014 to June 30, 2014.  | May 7, 2015       |
| <b>A-25</b> extends the contract term to December 31, 2016. DHCS is obtaining a continuation of the services identified in the original agreement.   | May 7, 2015       |

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| <b>A-26</b> adjusts the 2013-2014 Intergovernmental Transfer (IGT) rates.  | May 7, 2015  |
| <b>A-27</b> adjusts 2013-2014 capitation rates for Optional Expansion and SB 239.  | May 7, 2015  |
| <b>A-28</b> incorporates language requirements and supplemental payments for BHT into primary agreement.   | October 2, 2014                                      |
| <b>A-29</b> added optional expansion rates for January- June 2015; also added updates to MLR language.   | April 2, 2015  |
| <b>A-30</b> 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                                     |
| <b>A-31</b> extends the Primary Agreement with DHCS to December 31, 2020.  | December 1, 2016                                     |
| <b>A-32</b> 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                                     |
| <b>A-33</b> incorporates base rates for July 2016 to June 2017.  | February 2, 2017                                     |
| <b>A-34</b> 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   |
| <b>A-35</b> incorporates Managed Long-Term Services and Supports (MLTSS) into CalOptima's Primary Agreement with the DHCS.   | March 6, 2014<br>February 2, 2017                    |
| <b>A-36</b> incorporates revised base rates for July 2015 to June 2016.  | December 7, 2017                                     |
| <b>A-37</b> incorporates revised base rates for July 2016 to June 2017.  | February 7, 2019                                     |
| <b>A-38</b> incorporates full dual rates for Calendar Year (CY) 2015   | August 1, 2019                                       |
| <b>A-39</b> incorporates full dual rates for Calendar Year (CY) 2016   | August 1, 2019                                       |
| <b>A-40</b> incorporates Final Rule contract language.   | June 1, 2017<br>February 6, 2020                     |
| <b>A-41</b> 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<br>June 7, 2018<br>February 6, 2020 |
| <b>A-42</b> incorporated revised base rates for July 2017 to June 2018, directed payments language and mental health parity documentation requirements.  | August 1, 2019                                       |
| <b>A-43</b> incorporates revises Hospital Quality Assurance Fee (HQAF) rates for January 1, 2017 to June 30, 2017.   | August 1, 2019                                       |
| <b>A-44</b> incorporates full dual rates for Calendar Year (CY) 2017.  | August 1, 2019                                       |
| <b>A-45</b> 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<br>August 1, 2019<br>August 6, 2020     |
| <b>A-46</b> incorporates full dual rates for Calendar Year (CY) 2018.  | August 1, 2019                                       |
| <b>A-47</b> incorporates full dual rates for Calendar Year (CY) 2019.  | October 1, 2020                                      |

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| 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<br>October 1, 2020<br>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-57 incorporates Calendar Year (CY) 2022 risk mitigation language.  | March 3, 2022                                       |
| A-58 incorporates the COVID Vaccination Incentive Program.   | March 3, 2022                                       |

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

| <b>Amendments to Secondary Agreement</b>   | <b>Board Approval</b>  |
|--|--|
| 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<br>(FY 11-12 and FY 12-13 rates)<br><br>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)<br><br>Ratification of rates requested April 7, 2016    |
| A-07 extends the Secondary Agreement with the DHCS to December 31, 2020.   | December 1, 2016   |

|   |                  |
|---|------------------|
| <b>A-08</b> 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 |
| <b>A-10</b> extends the Secondary Agreement with DHCS to December 31, 2021  | November 5, 2020 |
| <b>A-12</b> extends the Secondary Agreement with DHCS to December 31, 2022.   | October 7, 2021  |

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

| <b>Amendments to Agreement 16-93274</b>                                    | <b>Board Approval</b> |
|--|-----------------------|
| <b>A-01</b> extends the Agreement 16-93274 with DHCS to December 31, 2018. | August 3, 2017        |
| <b>A-02</b> extends the Agreement 16-93274 with DHCS to December 31, 2019  | June 7, 2018          |
| <b>A-03</b> extends the Agreement 16-93274 with DHCS to December 31, 2020  | May 2, 2019           |
| <b>A-04</b> extends the Agreement 16-93274 with DHCS to December 31, 2021  | June 4, 2020          |
| <b>A-05</b> extends the Agreement 16-93274 with DHCS to December 31, 2023. | June 3, 2021          |

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

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

# **CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL**

## **Action To Be Taken November 2, 2023**

### **Regular Meeting of the CalOptima Health Board of Directors**

#### **Consent Calendar**

7. Ratify CalOptima Health's Agreement for Disclosure and Use of the Department of Health Care Services Data (2023 Post-Expiration Data Use Agreement (DUA)) and 2024 Operational Readiness (OR) DUA with the California Department of Health Care Services

#### **Contact**

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

#### **Recommended Actions**

Ratify CalOptima Health's DUAs with the Department of Health Care Services effective January 1, 2024.

#### **Background**

As a County Organized Health System (COHS), CalOptima Health contracts with the Department of Health Care Services (DHCS) to provide health care services to Medi-Cal beneficiaries in Orange County. In December 2016, CalOptima Health entered into a new four-(4) year agreement with the DHCS for the Primary Agreement for Medi-Cal services. Amendments to this agreement are summarized in the attached appendix, including Amendment 62, which extends the Primary Agreement to December 31, 2023. *See*, Attachment 1. The Primary Agreement contains, among other terms and conditions, the payment rates CalOptima Health receives from DHCS to provide health care services.

#### **Discussion**

##### **Calendar Year (CY) 2024 Data Use Agreements (DUAs)**

On September 11, 2023, the DHCS provided CalOptima Health with the Agreement for Disclosure and Use of DHCS Data (2023 Post-Expiration Data Use Agreement (DUA)) and the corresponding 2023 Post-Expiration DUA – Attachment A. *See*, Attachments 2 and 3 to this Board of Directors (Board) action request, respectively.

The 2023 Post-Expiration DUA is related to CalOptima Health's Primary Agreement with DHCS that is set to terminate on December 31, 2023. DHCS clarified that the 2024 Managed Care Plan (MCP) contract will be executed under a new contract number and will therefore not automatically extend the data sharing requirements of the current DHCS contract. The requirements will be, in effect, "new" even if unchanged. The 2023 Post-Expiration DUA has no impact on the new 2024 MCP contract and allows for the exchange of information between CalOptima Health and DHCS after the current Primary Agreement expires.

The 2023 Post-Expiration DUA will terminate once data sharing required to close out the existing Primary Agreement is completed as described in the DUA, or December 31, 2027, whichever occurs sooner. At that time, all data provided by DHCS must be destroyed as set forth in the DUA and a certificate of destruction sent to DHCS, unless data has been destroyed prior to the termination date and a certificate of destruction sent to DHCS.

Additionally, on September 19, 2023, DHCS provided CalOptima Health with the Agreement for Disclosure and Use of DHCS Data (2024 Operational Readiness (OR) Data Use Agreement (DUA)) related to CalOptima Health's 2024 MCP contract, effective January 1, 2024. *See* Attachment 4. Since the final version of the 2024 MCP contract will not be executed until late Fall 2023, DHCS is utilizing the 2024 OR DUA as an alternative to initiate and execute the necessary data releases with MCPs ahead of January 1, 2024. DHCS noted that the 2024 MCP contract will provide terms for all ongoing data sharing requirements once the contract has been executed. The 2024 OR DUA will terminate at the latter of either the termination of the Operational Readiness contract between CalOptima Health and DHCS or 90 days after the execution date of the contract between CalOptima Health and DHCS regarding the provision of services to Medi-Cal members beginning on January 1, 2024.

DHCS requested that CalOptima Health sign and return both DUAs. To meet DHCS's deadlines, CalOptima Health procured the Chair's and Chief Executive Officer's (CEO's) signatures on both DUAs and returned the DUAs to DHCS. As such, staff requests the CalOptima Health Board's ratification of the Board Chair's and CEO's execution of the DUAs with the DHCS.

### **Fiscal Impact**

The recommended action to ratify the DUAs with DHCS effective January 1, 2024, has no additional fiscal impact.

### **Rationale for Recommendation**

CalOptima Health's execution of the DUAs with the DHCS will allow for the exchange of information between DHCS and CalOptima Health after the current Primary Medi-Cal Agreement expires on December 31, 2023, and allow DHCS to provide CalOptima Health with necessary data releases prior to January 1, 2024.

### **Concurrence**

James Novello, Outside General Counsel, Kennaday Leavitt

### **Attachments**

1. [Attachment 1\\_Appendix summary of amendments to Primary Agreements with DHCS](#)
2. [Attachment 2\\_2023 DUA Post-Expiration MCP Final](#)
3. [Attachment 3\\_2023 Post-Expiration MCP DUA - Attachment A](#)
4. [Attachment 4\\_2024 OR DUA MCP Final](#)

/s/ Michael Hunn  
**Authorized Signature**

10/27/2023  
**Date**

## APPENDIX TO AGENDA ITEM 7

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

| <b>Amendments to Primary Agreement</b>   | <b>Board Approval</b> |
|--|-----------------------|
| <b>A-01</b> 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      |
| <b>A-02</b> 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      |
| <b>A-03</b> 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       |
| <b>A-04</b> included the necessary contract language to conform to AB X3 (2009), to eliminate nine (9) Medi-Cal optional benefits.   | July 8, 2010          |
| <b>A-05</b> 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      |
| <b>A-06</b> 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     |
| <b>A-07</b> 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      |
| <b>A-08</b> 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         |
| <b>A-09</b> 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          |

|  |                   |
|--|-------------------|
| <b>A-10</b> 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  |
| <b>A-11</b> provided capitation rates related to the transition of HFP subscribers into CalOptima's Medi-Cal program.  | April 4, 2013     |
| <b>A-12</b> provided capitation rates for the period July 1, 2011 to June 30, 2012.  | April 4, 2013     |
| <b>A-13</b> provided capitation rates for the period July 1, 2012 to June 30, 2013   | June 6, 2013      |
| <b>A-14</b> extended the Primary Agreement until December 31, 2014   | June 6, 2013      |
| <b>A-15</b> 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   |
| <b>A-16</b> 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  |
| <b>A-17</b> 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  |
| <b>A-18</b> provided revised capitation rates for the period July 1, 2013, through June 30, 2014.  | June 5, 2014      |
| <b>A-19</b> extended the Primary Agreement until December 31, 2015 and included language that incorporates provisions related to <b>Medicare Improvements for Patients and Providers Act</b> (MIPPA)-compliant contracts and eligibility criteria for Dual Eligible Special Needs Plans (D-SNPs) | August 7, 2014    |
| <b>A-20</b> 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 |
| <b>A-21</b> provided revised 2013-2014 capitation rates.   | November 7, 2013  |
| <b>A-22</b> revised capitation rates for Fiscal Year (FY) 2013-14 and added an aid code to implement Express Lane/CalFresh Eligibility   | November 6, 2014  |
| <b>A-23</b> 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  |
| <b>A-24</b> revises capitation rates to include SB 239 Hospital Quality Assurance Fees for the period January 1, 2014 to June 30, 2014.  | May 7, 2015       |
| <b>A-25</b> extends the contract term to December 31, 2016. DHCS is obtaining a continuation of the services identified in the original agreement.   | May 7, 2015       |

|  |  |
|--|--|
| <b>A-26</b> adjusts the 2013-2014 Intergovernmental Transfer (IGT) rates.  | May 7, 2015  |
| <b>A-27</b> adjusts 2013-2014 capitation rates for Optional Expansion and SB 239.  | May 7, 2015  |
| <b>A-28</b> incorporates language requirements and supplemental payments for BHT into primary agreement.   | October 2, 2014                                      |
| <b>A-29</b> added optional expansion rates for January- June 2015; also added updates to MLR language.   | April 2, 2015  |
| <b>A-30</b> 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                                     |
| <b>A-31</b> extends the Primary Agreement with DHCS to December 31, 2020.  | December 1, 2016                                     |
| <b>A-32</b> 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                                     |
| <b>A-33</b> incorporates base rates for July 2016 to June 2017.  | February 2, 2017                                     |
| <b>A-34</b> 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   |
| <b>A-35</b> incorporates Managed Long-Term Services and Supports (MLTSS) into CalOptima's Primary Agreement with the DHCS.   | March 6, 2014<br>February 2, 2017                    |
| <b>A-36</b> incorporates revised base rates for July 2015 to June 2016.  | December 7, 2017                                     |
| <b>A-37</b> incorporates revised base rates for July 2016 to June 2017.  | February 7, 2019                                     |
| <b>A-38</b> incorporates full dual rates for Calendar Year (CY) 2015   | August 1, 2019                                       |
| <b>A-39</b> incorporates full dual rates for Calendar Year (CY) 2016   | August 1, 2019                                       |
| <b>A-40</b> incorporates Final Rule contract language.   | June 1, 2017<br>February 6, 2020                     |
| <b>A-41</b> 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<br>June 7, 2018<br>February 6, 2020 |
| <b>A-42</b> incorporated revised base rates for July 2017 to June 2018, directed payments language and mental health parity documentation requirements.  | August 1, 2019                                       |
| <b>A-43</b> incorporates revises Hospital Quality Assurance Fee (HQAF) rates for January 1, 2017 to June 30, 2017.   | August 1, 2019                                       |
| <b>A-44</b> incorporates full dual rates for Calendar Year (CY) 2017.  | August 1, 2019                                       |
| <b>A-45</b> 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<br>August 1, 2019<br>August 6, 2020     |
| <b>A-46</b> incorporates full dual rates for Calendar Year (CY) 2018.  | August 1, 2019                                       |
| <b>A-47</b> 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<br>October 1, 2020<br>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<br>March 3, 2022<br>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                                    |

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

| <b>Amendments to Secondary Agreement</b>   | <b>Board Approval</b> |
|--|-----------------------|
| 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          |

|   |   |
|---|---|
| <b>A-04</b> 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)<br><br>May 1, 2014 (term extension) |
| <b>A-05</b> 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  |
| <b>A-06</b> 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)<br><br>Ratification of rates requested April 7, 2016 |
| <b>A-07</b> extends the Secondary Agreement with the DHCS to December 31, 2020.   | December 1, 2016  |
| <b>A-08</b> 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  |
| <b>A-09</b> incorporates updated Calendar Year (CY) 2022 Public Health Emergency (PHE) capitation rates.  | November 2, 2023  |
| <b>A-10</b> extends the Secondary Agreement with DHCS to December 31, 2021  | November 5, 2020  |
| <b>A-12</b> extends the Secondary Agreement with DHCS to December 31, 2022.   | October 7, 2021   |
| <b>Agreement 22-20494</b> incorporates both Hyde services (“Private Services”) and the new Unsatisfactory Immigration Status members from January 1, 2023 to December 31, 2023.   | December 1, 2022  |
| <b>A-01</b> 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:

| <b>Amendments to Agreement 16-93274</b>                                    | <b>Board Approval</b> |
|--|-----------------------|
| <b>A-01</b> extends the Agreement 16-93274 with DHCS to December 31, 2018. | August 3, 2017        |
| <b>A-02</b> extends the Agreement 16-93274 with DHCS to December 31, 2019  | June 7, 2018          |
| <b>A-03</b> extends the Agreement 16-93274 with DHCS to December 31, 2020  | May 2, 2019           |
| <b>A-04</b> extends the Agreement 16-93274 with DHCS to December 31, 2021  | June 4, 2020          |

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| <b>A-05</b> extends the Agreement 16-93274 with DHCS to December 31, 2022. | June 3, 2021                                     |
| <b>A-06</b> extends Agreement 16 – 93274 with DHCS to December 31, 2023.   | May 5, 2022                                      |
| <b>A-07</b> extends Agreement 16 – 93274 with DHCS to December 31, 2023.   | October 6, 2022                                  |
| <b>A-08</b> extends Agreement 16 – 93274 with DHCS to December 31, 2023.   | Not applicable due to non – substantive changes. |
| <b>A-09</b> 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:

| <b>Amendments to Agreement 17-94488</b>   | <b>Board Approval</b> |
|---|-----------------------|
| <b>A-01</b> 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.

| <b>Amendments to Data Use Agreement</b>  | <b>Board Approval</b> |
|--|-----------------------|
| <b>CY 2023 Data Use Agreement (DUA)</b> allows for the exchange of information between DHCS and CalOptima Health after the current contract expires on December 31, 2023.                      | November 2, 2023      |
| <b>CY 2024 Operational Readiness (OR) DUA</b> 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      |

## DEPARTMENT OF HEALTH CARE SERVICES

### AGREEMENT FOR DISCLOSURE AND USE OF DHCS DATA

This Agreement addresses the conditions under which the California Department of Health Care Services (DHCS) will disclose and Orange County Health Authority, A Public Agency, doing business as (DBA) CalOptima (User), will obtain and use data file(s) as set out in Attachment A. This Agreement supplements any agreements between the parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the parties entering into a new agreement. The parties agree further that instructions or interpretations issued to User concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the DHCS point-of-contact specified in Section 2 or the DHCS signatories to this Agreement shown in Section 21.

1. The parties mutually agree that the following named individuals are designated as “Custodians of the Files” on behalf of User and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use or disclosure. User agrees to notify DHCS within fifteen (15) days of any change to the custodianship information.

**Michael Hunn**

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(Name of Custodian of Files)

Chief Executive Officer (CEO)

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(Title/Component)

Orange County Health Authority, A Public Agency DBA

CalOptima\_506

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(Company/Organization)

505 City Parkway West, Orange, CA 92868

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(Company Address)

2. The parties mutually agree that the following named individual will be designated as “point-of-contact” for the Agreement on behalf of DHCS.

**Michelle Retke**

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(Name of Contact)

Chief, Managed Care Operations Division

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(Title/Component)

(916) 449-5083/Michelle.Retke@dhcs.ca.gov

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(Phone Number/ Email Address)

3. The parties mutually agree that the following specified Attachment is part of this Agreement:  
Attachment A: Data Files
4. The parties mutually agree, and in furnishing data files hereunder DHCS relies upon such agreement, that such data file(s) will be used solely for the following purpose:
  - a. DHCS will continue to generate Health Insurance Portability and Accountability Act-compliant 820 premium payment transactions and 834 enrollment and disenrollment transactions, with the 820 and 834 transactions made available to User. DHCS will provide premium payment information allowing User to reconcile payments received against members enrolled during the rate period of the file. Such files will be processed monthly, from January 2024 through 13 months to January 2025. Such files will be processed annually, from the second quarter of 2024 through to the second quarter of Calendar Year (CY) 2027. The 834/820 files will continue to process for 30 months for applicable risk corridors, as described below in Paragraph g, through June 30, 2026.
  - b. Encounter Detail Request files used to support Hospital Directed Payments will continue from DHCS to User through June 30, 2025 and will be sent to User by DHCS quarterly beginning with the end of the first quarter of 2024 through the end of the first quarter of 2025. User must complete and send back files within five (5) or six (6) weeks as decided at the discretion of DHCS.
  - c. DHCS will also send the 820 file associated with the Encounter Detail Request files for Hospital Directed Payments bi-annually, at the end of the first and third quarter of 2024 and 2025.
  - d. Encounter Detail files to support Risk Corridors will continue from DHCS to User through September 30, 2025 and will be sent to User by DHCS in accordance with the timing specified in Attachment A, Section 3.
  - e. DHCS will also send the 820 file associated with Encounter Detail files for Risk Corridors annually, at the end of the fourth quarter of 2024 and 2025, and at the end of the first quarter of 2026.
  - f. Supplemental data requests, including ad-hoc and recurring reporting, will continue through June 30, 2026, for the following risk corridors: Bridge Period COVID-19 risk corridor; ECM risk corridor; MOT risk corridor; Coordinated Care Initiative (CCI) risk corridors; and Proposition 56 or successor program risk corridors for ACE Screenings, Developmental Screenings, and Family Planning, Physician's, and VBP directed payments.
  - g. DHCS requires User to continue to provide necessary encounter data, utilization, cost, or other data, in order to perform risk corridor calculations as described in the User's Medi-Cal managed care contract, and/or applicable All Plan Letters, rate certifications, directed payment preprints approved by the Centers for Medicare and Medicaid Services (CMS), and other guidance issued by DHCS, for rating periods during which User was actively contracted with DHCS. These risk corridor calculations are performed after the rating period to allow adequate claims runout and CMS review of the underlying rates.

- h. DHCS requires User to continue to provide historical data that is necessary, as determined by DHCS or its actuaries, for the rate development process, including but not limited to encounter data, utilization, cost, or other data for their members from rating periods during which User was actively contracted with DHCS. User must provide such data through June 30, 2025, in the form and manner requested by DHCS such as the Rate Development Template, Supplemental Data Requests, post-submission discussion guides, and in response to follow-up questions.
  - i. User must continue to provide financial monitoring reports such as, but not limited to, quarterly and annual financial reports and associated documents as required in their Medi-Cal managed care contract through April 30, 2024.
  - j. User must continue to provide CY 2023 medical loss ratio reporting, in accordance with federal regulations, and as required in their Medi-Cal managed care contract through December 31, 2024.
  - k. User must continue to provide Medical Loss Ratio reporting updates for the recalculation of any rating period in which revenue changes, in accordance with 42 CFR Part 438.8(m), and as required in their Medi-Cal managed care contract through December 31, 2027, as applicable.
  - l. User must continue to provide encounter data, utilization, cost, or other data, requested by DHCS in relation to a periodic audit of the accuracy, truthfulness, and completeness of the encounter and financial data submitted for their Medi-Cal managed care contract, in accordance with 42 CFR Part 438.602(e), through December 31, 2025, as applicable.
  - m. DHCS will continue to provide the Continuity of Care Report also known as Plan transfer report and as needed ad hoc report(s) to the User in order to ensure beneficiaries do not have disruptions to care.
5. Some of the data specified in this Agreement may constitute Protected Health Information (PHI) under federal law and/or personal information (PI) under State law.
- a. The parties mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this Agreement, HIPAA.). User agrees to provide the same, or greater, level of security to DHCS data that would be required if User were a Covered Entity under HIPAA, regardless of whether User is or is not a Covered Entity.
  - b. User agrees to comply with the privacy and security standards set forth in applicable State or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose DHCS data is covered under this Agreement. Examples of laws that provide additional and/or stricter privacy protections include but are not limited to the California Information Practices Act, Civil Code section 1798 – 1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and Health and Safety code section 11845.5.

- c. User acknowledges that they must abide by all laws applicable to the privacy and disclosure of PHI and/or PI and agree that User will not use DHCS data for any purpose other than that stated in Section 4 of this Agreement. User also acknowledges they will not use or disclose any DHCS data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify any person to anyone other than DHCS as provided for in this Agreement.
- 6. The following definitions shall apply to this Agreement. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
  - a. Breach shall have the meaning given to such term under HIPAA and the California Information Practices Act.
  - b. As used in this Agreement and unless otherwise stated, the term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
  - c. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI or of other confidential data that is essential to the ongoing operation of User’s organization and intended for internal use; or interference with system operations in an information system.
  - d. Unsecured PHI shall have the meaning given to such term under HIPAA.
  - e. DHCS data means all data provided by DHCS pursuant to this Agreement as well as all data derived from such data, inclusive of de-identified data.
- 7. User represents and warrants that, except as DHCS authorizes in writing, User shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company, or organization. User agrees that, within User’s organizations, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this Agreement and to those individuals on a need-to-know basis only. User shall not use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. User shall not use the information to identify or contact any individuals.
- 8. User agrees to notify DHCS within 30 days of the completion of the purpose specified in section 4. Upon such completion, User shall destroy all electronic data files with DHCS data by wiping such data using Department of Defense standards or as approved by DHCS. User shall destroy all paper documents with DHCS data by using a confidential method of destruction, such as crosscut shredding or contracting with a company that specializes in confidential destruction of documents. User shall certify the destruction of the file(s) in writing and send a copy of this certification to the DHCS point-of-contact listed in Section 2 within 30 days of the destruction. User agrees that no DHCS data, including but not limited to parts or copies thereof as well as files derived from DHCS data (electronic, hardcopy or otherwise), shall be retained when the

files are destroyed unless authorization in writing for the retention of such files has been received from the DHCS point-of-contact listed in Section 2.

9. Safeguards and Security.

- a. User shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of DHCS data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement.
- b. User shall, at a minimum, implement security controls consistent with the National Institute of Standards and Technology Special Publication (NIST SP) 800-53 current revision at the moderate-impact level and shall maintain continuous compliance with NIST SP 800-53 Security and Privacy Controls. The current version of NIST SP 800-53, Revision 5, is available online at <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.
- c. User shall employ Federal Information Processing Standards (FIPS) 140-3 validated encryption of PHI at rest and in motion unless User determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at <https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search>. In addition, User shall maintain, at a minimum, the most current industry standards for transmission and storage of DHCS data and other confidential information.
- d. User shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which DHCS data may be used.
- e. User shall ensure that all members of its workforce with access to DHCS data sign a confidentiality statement prior to access to such data. The statement must be renewed annually.
- f. User shall, if applicable, notify the DHCS point of contact specified in Section 2 of the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.
- g. Subject to DHCS approval as required by Section 7, User shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose DHCS data on behalf of User agree to the same restrictions and conditions that apply to User with respect to DHCS data.

10. Breaches and Security Incidents

- a. User shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:
  - i. User shall notify DHCS within 24 hours via the online DHCS Incident Reporting Portal (or by email (or telephone if User is unable to use the DHCS Incident Reporting Portal) of the discovery of:

1. Unsecured DHCS data if the DHCS data is reasonably believed to have been accessed or acquired by an unauthorized person;
  2. Any suspected security incident which risks unauthorized access to DHCS data;
  3. Any intrusion or unauthorized access, use or disclosure of DHCS data in violation of this Agreement; or
  4. Potential loss of DHCS data.
- ii. Notice submitted to the DHCS Incident Reporting Portal shall be provided to the DHCS point-of-contact specified in Section 2, the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at sections 2 and 10.g.
  - iii. Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at <https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx>
  - iv. Notice via email shall be made using the current DHCS “Privacy Incident Reporting Form” and shall include all information known at the time the incident is reported. The form is available online at <https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf>
- b. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of DHCS data, User shall take:
    - i. Prompt action to mitigate any risks or damages involved with the security incident or breach; and
    - ii. Any action pertaining to such unauthorized disclosure required by applicable federal and State law.
  - c. User shall immediately investigate such security incident or confidential breach.
  - d. User shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and State laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information, User shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove User’s determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and User’s corrective action plan.

- i. If User does not complete a complete report within the ten (10) working day timeframe, User shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.
  - e. If the cause of a breach is attributable to User or User's agents, User shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and State law. DHCS shall approve the time, manner and content of any such notifications and DHCS review, and approval must be obtained before the notifications are made.
  - f. If the cause of a breach of DHCS data is attributable to User or User's agents, User is responsible for all required reporting of the breach as required by applicable federal and State law.
  - g. DHCS Privacy Office and Information Security Office contact information:
    - i. Privacy Office, c/o Data Privacy Unit, Department of Health Care Services, P.O. Box 997413, MS 4722, Sacramento, CA 95899-7413; Email: incidents@dhcs.ca.gov.
    - ii. Information Security Office, P.O. Box 997413, MS 6400, Sacramento, CA 95899-7413; Email: incidents@dhcs.ca.gov.
- 11. User agrees to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data, and to discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, User shall observe the following requirements:
  - a. User shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data; and
  - b. User shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
- 12. From time to time, DHCS may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of User to monitor compliance with this Agreement. User shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DHCS Privacy Office in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, User's facilities, systems and procedures does not relieve User of their responsibility to comply with this Agreement.
- 13. User acknowledges that penalties under HIPAA and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of DHCS data that is inconsistent with the terms of this Agreement.

14. Termination.
- a. This Agreement shall terminate at the time of the completion of the project which is described in Section 4, or December 31, 2027, whichever event occurs sooner, and at that time all data provided by DHCS must be destroyed as set forth in Section 8, above, and a certificate of destruction sent to the DHCS point-of-contact specified in Section 2, unless data has been destroyed prior to the termination date and a certificate of destruction sent to DHCS. All representations, warranties and certifications shall survive termination.
  - b. Upon DHCS' knowledge of a material breach or violation of this Agreement by User, DHCS may provide an opportunity for User to cure the breach or end the violation and may terminate this Agreement if User does not cure the breach or end the violation within the time specified by DHCS. DHCS may terminate this Agreement immediately if User breaches a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, User must destroy all DHCS data in accordance with Section 8, above.
  - c. The provisions of this Agreement governing the privacy and security of the DHCS data shall remain in effect until all DHCS data is destroyed or returned to DHCS.
15. Any provision of this Agreement which is in conflict with current or future applicable federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
16. User agrees that additional data elements may not be added to Attachment A nor transferred from DHCS to User without approval by, as applicable, DHCS's Data and Research Committee and the Committee for the Protection of Human Subjects.
17. This Agreement shall be binding on any and all successor(s)-in-interest of the Parties.
18. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement.
19. The Custodian, as named in Section 1, hereby acknowledges their appointment as Custodian of the aforesaid file(s) on behalf of User and agrees in a representative capacity to comply with all of the provisions of this Agreement on behalf of User.

**Michael Hunn**

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(Name of Custodian of File(s) – Typed or Printed)

Chief Executive Officer (CEO)

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(Title/Component)

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(Signature)

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(Date)

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

**Clayton Corwin**

(Name – Typed or Printed)

Chairperson, Board of Directors

(Title/Component)

Orange County Health Authority, A Public Agency DBA CalOptima\_506

(Company/Organization)

505 City Parkway West

(Address)

Orange, CA 92868

(City/State/ZIP Code)

(714) 246-8806; sdwiers@caloptima.org

(Phone Number and E-Mail Address)



09/13/2023

(Signature)

(Date)

21. On behalf of DHCS the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein.

**Michelle Retke**

(Name of DHCS Representative – Typed or Printed)

Chief, Managed Care Operations Division

(Title/Component)

(Signature)

(Date)

# ATTACHMENT A

## 1. Enrollment Files

- a. The 820 transaction is a federally mandated ASC X12 standard to provide premium payment information that allows User to reconcile payments received against Members who were enrolled during the Medi-Cal managed care contract term period.
- b. The 834 transaction is a federally mandated ASC X12 standard to provide Member enrollment information during the Medi-Cal managed care contract term period. It includes new enrollments, changes in a Member's enrollment, reinstatement of a Member's enrollment, and disenrollment of Members.
- c. DHCS will send the 834 and 820 files to continue processing for 13 months after the end of the Medi-Cal managed care contract term period, through January 31, 2025.
  - i. DHCS will generate HIPAA compliant 820 premium payment transactions;
  - ii. DHCS will generate 834 enrollment and disenrollment transactions;
  - iii. DHCS will make the 820 and 834 transactions available to User.

## 2. Encounter Detail Request Files to Support Hospital Directed Payments

- a. DHCS will continue to generate a quarterly Encounter Detail Request file for User for the Enhanced Payment Program and Private Hospital Directed Payment Program. User will receive a file for each phase of a program for the six (6) quarters leading up to the final payment calculations.
- b. User must work with hospitals to supply the contracting status between the two and return the files to DHCS for the final two files for a program phase. DHCS will use these files to calculate directed payments to hospitals and retroactive 820 premium payment transactions to User as described in 42 CFR 438.6(c).
- c. User is required to issue payments based on DHCS direction once retroactive funding has been received.
- d. Encounter Detail Request files to support Hospital Directed Payments will continue through June 30, 2025.

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## ATTACHMENT A

- e. Encounter Detail Request files will be sent quarterly on the following schedule and must be completed and sent back in 5 or 6 weeks based on DHCS discretion:
  - i. March 2024
    - 1) CY 2022 Phase 2, Dates of Service: July 1, 2022 through December 31, 2022
    - 2) CY 2023 Phase 1, Dates of Service: January 1, 2023 through June 30, 2023
    - 3) CY 2023 Phase 2, Dates of Service: July 1, 2023 through December 31, 2023
  - ii. June 2024
    - 1) CY 2023 Phase 1, Dates of Service: January 1, 2023 through June 30, 2023
    - 2) CY 2023 Phase 2, Dates of Service: July 1, 2023 through December 31, 2023
  - iii. September 2024
    - 1) CY 2023 Phase 1, Dates of Service: January 1, 2023 through June 30, 2023
    - 2) CY 2023 Phase 2, Dates of Service: July 1, 2023 through December 31, 2023
  - iv. December 2024
    - CY 2023 Phase 2, Dates of Service: July 1, 2023 through December 31, 2023
  - v. March 2025
    - CY 2023 Phase 2, Dates of Service: July 1, 2023 through December 31, 2023
- f. DHCS will send the 820 file to User on the following schedule:
  - i. CY 2022 EPP CAP P2/EPP FFS P1/ PHDP P1/DPH QIP/DMPH QIP: March 2024

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# ATTACHMENT A

- ii. CY 2022 EPP FFS P2/PHDP P2/ CY 2023 EPP CAP P1: September 2024
- iii. CY 2023 DHDP P1/EPP CAP P2/EPP FFS P1/ PHDP P1/DPH QIP/DMPH QIP: March 2025
- iv. CY 2023 DHDP P1/EPP FFS P2/PHDP P2: September 2025

## 3. Encounter Detail Request Files to Support Risk Corridors

- a. DHCS will generate encounter data detail files and provide to User outlining which transactions are qualified to be included in the expenditures of the risk corridor calculations.
- b. Encounter Detail files to support Risk Corridors will continue through September 30, 2025 on a quarterly or other less frequent basis, as specified through applicable DHCS guidance.
- c. Encounter Detail validation files will be sent on the following schedule:
  - i. March 2024 – CY 2022 Adverse Childhood Experiences (ACE) Screenings, Developmental Screening, Proposition 56 Family Planning Services, Proposition 56 Physician's Services, and Proposition 56 Value Based Payments (VBP)
  - ii. March 2025 – CY 2023 ACE Screenings, Developmental Screenings, Proposition 56 Family Planning Services, and Proposition 56 Physician's Services
  - iii. June 2025 – CY 2023 Enhanced Case Management (ECM) and Major Organ Transplant (MOT) risk corridors
- d. 820 file will be sent on the following schedule (no later than):
  - i. December 2024 – CY 2022 ACE Screenings, Developmental Screenings, Proposition 56 Family Planning Services, Proposition 56 Physician's Services, Proposition 56 VBP
  - ii. December 2025 – CY 2023 ACE Screenings, Developmental Screenings, Proposition 56 Family Planning Services, and Proposition 56 Physician's Services
  - iii. March 2026 – CY 2023 ECM and MOT risk corridors

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# ATTACHMENT A

## 4. Encounter Detail Request Files to Support Skilled Nursing Facility Workforce Quality Incentive Program (SNF WQIP)

- a. DHCS will generate encounter data detail files and provide to User outlining which transactions are qualified to be included in the SNF WQIP program and be paid the uniform dollar add-on.
- b. User must work with their contracted Skilled Nursing Facility partners to provide them with a summary of the encounter detail data provided by DHCS. The specifics of this sharing requirement will be detailed in the forthcoming SNF WQIP APL.

## 5. Supplemental Data Requests

- a. Supplemental data requests from DHCS to User will continue through June 30, 2026. Supplemental data requests can include ad-hoc and recurring reporting that is applicable to the following risk corridors and interim and final payments:
  - i. The Bridge Period COVID-19 risk corridor;
  - ii. Coordinated Care Initiative (CCI) risk corridors;
  - iii. ECM and MOT risk corridors; and
  - iv. Proposition 56 (or successor) risk corridors for ACE Screenings, Developmental Screenings, Proposition 56 Family Planning Services, Proposition 56 Physician's Services, and Proposition 56 VBP
  - v. Skilled Nursing Facility (SNF) Workforce & Quality Incentive Program (WQIP)
  - vi. Public Distinct Part Nursing Facility Pass-Through Program
- b. DHCS requires User to provide the following necessary data:
  - i. Encounter data;
  - ii. Utilization data;
  - iii. Cost data; and
  - iv. Other data needed by DHCS to perform risk corridor calculations as described in the following:

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# ATTACHMENT A

1. The User's Medi-Cal managed care health plan contract, applicable APLs, rate certifications, CMS-approved directed payment preprints, and other guidance issued by DHCS for rating period(s) during which User had an active Medi-Cal managed care health plan contract with DHCS.
  2. These risk corridor calculations are performed after the rating period to allow adequate claims runout and CMS review of the underlying rates.
- c. The 834 and 820 files must continue processing for 30 months for applicable risk corridors through June 30, 2026.

## 6. Additional User Reporting

- a. DHCS requires User to provide the following historical data determined necessary by DHCS or its actuaries for the rate development process:
  - i. Encounter data;
  - ii. Utilization data;
  - iii. Cost data; or
  - iv. Other data needed by DHCS.
- b. Through June 30, 2025, User must provide data identified in Paragraph A of Section 5 above in the form and manner requested by DHCS, including the following:
  - i. Rate Development Template;
  - ii. Supplemental Data Requests;
  - iii. Post-submission discussion guides; and
  - iv. In response to follow-up questions from DHCS.
- c. User must continue to provide DHCS with financial monitoring reports such as, but not limited to, quarterly and annual financial reports and associated documents, through April 30, 2024.
- d. User must continue to provide DHCS with CY 2023 Medical Loss Ratio reporting, in accordance with federal regulations, through December 31, 2024.

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# ATTACHMENT A

- e. User must continue to provide DHCS with Medical Loss Ratio reporting updates for the recalculation of any rating period in which revenue changes, in accordance with 42 CFR Part 438.8(m), through December 31, 2027.
- f. In order to comply with a periodic audit of the accuracy, truthfulness, and completeness of the encounter and financial data submitted for User Medi-Cal managed care contract, User must continue to provide the following in accordance with 42 CFR Part 438.602(e), through December 31, 2025, as applicable:
  - i. Encounter data;
  - ii. Utilization data;
  - iii. Cost data; and
  - iv. Other data requested by DHCS.

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## DEPARTMENT OF HEALTH CARE SERVICES

### AGREEMENT FOR DISCLOSURE AND USE OF DHCS DATA

This Agreement addresses the conditions under which the California Department of Health Care Services (DHCS) will disclose and Orange County Health Authority, A Public Agency, doing business as (DBA) CalOptima Health, (User) will obtain and use data file(s) as set out in Section 3. This Agreement supplements any agreements between the parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the parties entering into a new agreement. The parties agree further that instructions or interpretations issued to User concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the DHCS point-of-contact specified in Section 2 or the DHCS signatory to this Agreement shown in Section 20.

1. The parties mutually agree that the following named individuals are designated as “Custodians of the Files” on behalf of User and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use or disclosure. User agrees to notify DHCS within fifteen (15) days of any change to the custodianship information.

**Michael Hunn**

---

(Name of Custodian of Files)

Chief Executive Officer (CEO)

---

(Title/Component)

Orange County Health Authority, A Public Agency DBA

CalOptima Health

---

(Company/Organization)

505 City Parkway West, Orange, CA 92868

---

(Company Address)

2. The parties mutually agree that the following named individual will be designated as “point-of-contact” for the Agreement on behalf of DHCS.

**Michelle Retke**

---

(Name of Contact)

Chief, Managed Care Operations Division

---

(Title/Component)

(916) 449-5083/Michelle.Retke@dhcs.ca.gov

---

(Phone Number/ Email Address)

3. The parties mutually agree, and in furnishing data files hereunder DHCS relies upon such agreement, that such data file(s) will be used solely for the following purpose:
  - a. DHCS shall provide User access to Health Insurance Portability and Accountability Act-compliant 820 premium payment transaction and 834 enrollment and disenrollment transaction files so that User can meet operational readiness requirements and provide services to Medi-Cal members, effective January 1, 2024. The parties mutually agree that the transfer of data pursuant to this Agreement is integrated into Contract # 22-20191 through Section 1.0 of Attachment II of Exhibit A of such contract and that the terms of such contract apply to this Agreement. Pursuant to Exhibit G of Contract # 22-20191, User is the business associate of DHCS.
  - b. The list of files to be provided by DHCS pursuant to Section 3.a. of this Agreement shall not be determined to be exhaustive, exclusive, or limiting the ability to DHCS to provide additional file types to User pursuant to this Agreement should DHCS determine that it is necessary and appropriate to do so for User to meet operational readiness requirements and provide services to Medi-Cal members, effective January 1, 2024.
4. Some of the data specified in this Agreement may constitute Protected Health Information (PHI) under federal law and/or personal information (PI) under State law.
  - a. The parties mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this Agreement, HIPAA). User agrees to provide the same, or greater, level of security to DHCS data that would be required if User were a Covered Entity under HIPAA, regardless of whether User is or is not a Covered Entity.
  - b. User agrees to comply with the privacy and security standards set forth in applicable State or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose DHCS data is covered under this Agreement. Examples of laws that provide additional and/or stricter privacy protections include but are not limited to the California Information Practices Act, Civil Code section 1798 – 1798.78 Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and Health and Safety code section 11845.5.
  - c. User acknowledges that they must abide by all laws applicable to the privacy and disclosure of PHI and/or PI, and agrees that User will not use DHCS data for any purpose other than that stated in Section 3 of this Agreement. User also acknowledges they will not use or disclose any DHCS data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify any person to anyone other than DHCS as provided for in this Agreement.
5. The following definitions shall apply to this Agreement. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

- a. Breach shall have the meaning given to such term under HIPAA and the California Information Practices Act.
  - b. As used in this Agreement and unless otherwise stated, the term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
  - c. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI or of other confidential data that is essential to the ongoing operation of User’s organization and intended for internal use; or interference with system operations in an information system.
  - d. Unsecured PHI shall have the meaning given to such term under HIPAA.
  - e. DHCS data means all data provided by DHCS pursuant to this Agreement as well as all data derived from such data, inclusive of de-identified data.
6. User represents and warrants that, except as DHCS authorizes in writing, User shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company or organization. User agrees that, within User’s organizations, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this Agreement and to those individuals on a need-to-know basis only. User shall not use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. User shall not use the information to identify or contact any individuals.
7. Safeguards and Security.
- a. User shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of DHCS data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement.
  - b. User shall, at a minimum implement security controls consistent with the National Institute of Standards and Technology Special Publication (NIST SP) 800-53 current revision at the moderate-impact level and shall maintain continuous compliance with NIST SP 800-53 Security and Privacy Controls. The current version of NIST SP 800-53, Revision 5, is available online at <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.
  - c. User shall employ Federal Information Processing Standards (FIPS) 140-3 validated encryption of PHI at rest and in motion unless User determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at <https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search>. In addition, User shall maintain, at a minimum, the most current industry standards for transmission and storage of DHCS data and other confidential information.

- d. User shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which DHCS data may be used.
- e. User shall ensure that all members of its workforce with access to DHCS data sign a confidentiality statement prior to access to such data. The statement must be renewed annually.
- f. User shall, if applicable, notify the DHCS point of contact specified in Section 2 of the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.
- g. Subject to DHCS approval as required by Section 6, User shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, “agents”) that use or disclose DHCS data on behalf of User agrees to the same restrictions and conditions that apply to User with respect to DHCS data.

## 8. Breaches and Security Incidents

- a. User shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:
  - i. User shall notify DHCS within 24 hours via the online DHCS Incident Reporting Portal (or by email or telephone if User is unable to use the DHCS Incident Reporting Portal) of the discovery of:
    - 1. Unsecured DHCS data if the DHCS data is reasonably believed to have been accessed or acquired by an unauthorized person;
    - 2. Any suspected security incident which risks unauthorized access to DHCS data;
    - 3. Any intrusion or unauthorized access, use or disclosure of DHCS data in violation of this Agreement; or
    - 4. Potential loss of DHCS data.
  - ii. Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS point-of-contact specified in Section 2 as well as the DHCS Privacy Office and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at section 8.g below (collectively, “DHCS contacts”).
  - iii. Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at <https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx>
  - iv. Notice via email shall be made using the current DHCS “Privacy Incident Reporting Form” and shall include all information known at the time the incident is reported. The form is available online at <https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf>

- b. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of DHCS data, User shall take:
  - i. Prompt action to mitigate any risks or damages involved with the security incident or breach; and
  - ii. Any action pertaining to such unauthorized disclosure required by applicable federal and State law.
- c. User shall immediately investigate such security incident or confidential breach.
- d. User shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and State laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests, User shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove User's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and User's corrective action plan.
  - i. If User does not complete a final report within the ten (10) working day timeframe, User shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.
- e. If the cause of a breach is attributable to User or User's agents, User shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and State law. DHCS shall approve the time, manner and content of any such notifications and DHCS review and approval must be obtained before the notifications are made.
- f. If the cause of a breach of DHCS data is attributable to User or User's agents, User is responsible for all required reporting of the breach as required by applicable federal and State law.
- g. DHCS Privacy Office and Information Security Office contact information:
  - i. Privacy Office, c/o Data Privacy Unit, Department of Health Care Services, P.O. Box 997413, MS 4722, Sacramento, CA 95899-7413; Email: incidents@dhcs.ca.gov.
  - ii. Information Security Office, P.O. Box 997413, MS 6400, Sacramento, CA 95899-7413; Email: incidents@dhcs.ca.gov.
- 9. User agrees to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under

this Agreement and use or disclose DHCS data, and to discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, User shall observe the following requirements:

- a. User shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data; and
  - b. User shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
10. From time to time, DHCS may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of User to monitor compliance with this Agreement. User shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DHCS Privacy Office in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, User's facilities, systems and procedures does not relieve User of their responsibility to comply with this Agreement.
  11. User acknowledges that penalties under HIPAA and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of DHCS data that is inconsistent with the terms of this Agreement.
  12. Termination.
    - a. This Agreement shall terminate the later of either:
      - i. The termination of Contract # 22-20191 between the parties, inclusive of the expiration of such Contract, or
      - ii. 90 days after the execution date of a contract between DHCS and User regarding the provision of services to Medi-Cal members beginning on January 1, 2024.

The parties acknowledge that the business associate relationship between the parties pursuant to Exhibit G of Contract # 22-20191 shall survive the termination of such and that Exhibit G of Contract # 22-20191 shall be deemed to be integrated into this Agreement.

All representations, warranties, and certifications shall survive termination of this Agreement.

- b. Upon DHCS' knowledge of a material breach or violation of this Agreement by User, DHCS may provide an opportunity for User to cure the breach or end the violation and may terminate this Agreement if User does not cure the breach or end the violation within the time specified by DHCS. DHCS may terminate this Agreement immediately if User breaches a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances.
- c. Upon termination of this Agreement pursuant to Section 12.b. above, User shall destroy all electronic data files with DHCS data by wiping such data using Department of

Defense standards or as approved by DHCS. User shall destroy all paper documents with DHCS data by using a confidential method of destruction, such as crosscut shredding or contracting with a company that specializes in confidential destruction of documents. User shall certify the destruction of the file(s) in writing and send a copy of this certification to the DHCS point-of-contact listed in Section 2 within 30 days of the destruction. User agrees that no DHCS data, including but not limited to parts or copies thereof as well as files derived from DHCS data (electronic, hardcopy or otherwise), shall be retained when the files are destroyed unless authorization in writing for the retention of such files has been received from the DHCS point-of-contact listed in Section 2.

- d. The provisions of this Agreement governing the privacy and security of the DHCS data shall remain in effect until all DHCS data is destroyed or returned to DHCS.
13. Any provision of this Agreement which is in conflict with Exhibit G of Contract # 22-20191 shall deemed to be controlling and shall supersede any such conflicting provision of Exhibit G of Contract # 22-20191.
14. Any provision of this Agreement which is in conflict with current or future applicable federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
15. User agrees that additional data elements may not be added or transferred from DHCS to User under Section 3 of this Agreement without approval by, as applicable, DHCS or DHCS's Data and Research Committee and the Committee for the Protection of Human Subjects.
16. This Agreement shall be binding on any and all successor(s)-in-interest of the Parties.
17. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement.
18. The Custodian, as named in Section 1, hereby acknowledges their appointment as Custodian of the aforesaid file(s) on behalf of User, and agrees in a representative capacity to comply with all of the provisions of this Agreement on behalf of User.

**Michael Hunn**

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(Name of Custodian of File(s) – Typed or Printed)

Chief Executive Officer (CEO)

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(Title/Component)

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(Signature)

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(Date)

19. On behalf of User, the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein.

**Clayton Corwin**

\_\_\_\_\_  
(Name – Typed or Printed)

Chairperson, Board of Directors

\_\_\_\_\_  
(Title/Component)

Orange County Health Authority, A Public Agency DBA CalOptima Health

\_\_\_\_\_  
(Company/Organization)

505 City Parkway West

\_\_\_\_\_  
(Address)

Orange, CA 92868

\_\_\_\_\_  
(City/State/ZIP Code)

(714) 246-8806; sdwiers@caloptima.org

\_\_\_\_\_  
(Phone Number and E-Mail Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

20. On behalf of DHCS the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein.

**Michelle Retke**

\_\_\_\_\_  
(Name of DHCS Representative – Typed or Printed)

Chief, Managed Care Operations Division

\_\_\_\_\_  
(Title/Component)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

## Action To Be Taken November 2, 2023

### Regular Meeting of the CalOptima Health Board of Directors

#### Consent Calendar

8. Approve Modifications to Policy GA.5004: Travel and Other Reimbursable Expenses

#### Contact

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

#### Recommended Action

Approve modifications to CalOptima Health Policy GA.5004: Travel and Other Reimbursable Expenses.

#### Background & Discussion

On March 3, 2022, the Board approved modifications to the previous policy that had an initial effective date of August 1, 2012. The modifications provided clarification on reimbursable expenses and additional guidance on the policy. Staff regularly reviews agency policies and procedures to ensure that they are current. Since Policy GA.5004: Travel and Other Reimbursable Expenses applies to Board members, as well as to employees, contractors, and others who conduct business on CalOptima Health's behalf, staff seeks Board approval of changes and clarifications to the policy to reflect current regulations and updated processes.

Below is a list of recommended substantive updates to the policy, which are reflected in the attached redline version. The list does not include non-substantive changes that may also be reflected in the redline (*i.e.*, formatting, spelling, punctuation, capitalization, minor clarifying language and/or grammatical changes).

| Section   | Proposed Change   | Rationale  |
|-----------|---|--|
| I. and II | Add "Catering and meals, lodging, business-related professional licenses, membership dues, public activities."  | Updated to include additional reimbursable expenses into policy.   |
| II.C.1.f  | Add "Fares for travel outside of business hours with no business purpose are considered personal and not reimbursable."   | Clarifies that taxi and shuttle fares incurred during a personal portion of a trip are not reimbursable. |
| II.C.2.b  | Add "Tips and gratuities associated with lodging are at the discretion of the Authorized Individual and will not be reimbursed by CalOptima Health. Please see section II.F Tips and Gratuities." | Clarifies that tips associated with lodging are not reimbursable.  |
| II.C.2.c  | Add "Lodging rates in excess of either the GSA federal lodging per diem rates or the government rate are allowable if the lodging is in conjunction with an approved CalOptima health business."  | Clarifies lodging rates for special circumstances.   |
| II.E      | Add "CalOptima Health recommends Authorized Individuals to conduct meetings, trainings, and regulatory audits during non-lunch hours. CalOptima   | Clarifies the maximum reimbursable amount per participant per meal.                                      |

| Section                   | Proposed Change  | Rationale  |
|---------------------------|--|--|
|                           | Health may reimburse or pay the reasonable cost of meals for required meetings, trainings, or regulatory audits in an amount not to exceed twenty-five dollars (\$25) per participant per meal, including delivery, gratuity, and any other allowable charges.”                                    |  |
| II.F through Section II.I | Add new sections relating to Tips and Gratuities, Public Activities and Community Events, Business-related Professional Licenses and Membership Dues, and gift cards.  | Adds new policy sections on other types of reimbursements and provides guidance on these reimbursements. |
| III.C.2.b                 | Add “In the event an original receipt is unavailable, CalOptima Health may accept alternative documentation for proof of purchase and/or payment, such as computer-generated receipts, hand-written receipts, and/or excerpt of credit card statement with a detailed description of the charges.” | Provides additional guidance for submission of receipts or other forms of supporting documentation.      |

### **Fiscal Impact**

There is no fiscal impact.

### **Rationale for Recommendation**

The proposed changes to CalOptima Health Policy GA.5004: Travel and Other Reimbursable Expenses address pertinent changes, align policy with current operations, and provide greater clarity on reimbursable travel expenses and procedures.

### **Concurrence**

James Novello, Outside General Counsel, Kennaday Leavitt

### **Attachments**

1. [Policy GA.5004: Travel and Other Reimbursable Expenses – redline and clean versions](#)

/s/ Michael Hunn  
**Authorized Signature**

10/27/2023  
**Date**



Policy: GA.5004  
Title: **Travel and ~~Business Meal~~ Policy**  
**Other Reimbursable Expenses**  
Department: Finance  
Section: Not Applicable  
CEO Approval: /s/  
Effective Date: 08/01/2012  
Revised Date: **TBD**  
Applicable to: ☐ Medi-Cal  
☐ OneCare  
☐ ~~OneCare Connect~~  
☐ PACE  
☒ Administrative

## I. PURPOSE

This policy establishes a uniform standard and process for reasonable and equitable reimbursement of approved travel, transportation, catering and meals, lodging, business-related professional licenses and membership dues, public activities, and other actual and necessary business-related expenses incurred by CalOptima Health ~~employees~~ **Employees**, Governing Body, Standing Committee ~~members~~ **Members**, and authorized contractors and consultants while conducting authorized CalOptima Health Business.

## II. POLICY

- A. CalOptima Health shall comply with all applicable laws and regulations to provide and reimburse Authorized Individuals for business-related expenses, which includes travel, ~~Travel Meals, Transportation, Registration Fees, and other Reimbursable Expenses~~, transportation, catering and meals, lodging, business-related professional licenses and membership dues, public activities, and other actual and necessary business-related expenses. The Finance Department shall implement an approval and reimbursement process to ensure timely and accurate identification, approval, processing, recording, payment, and monitoring of all necessary travel, transportation, meals, lodging, and miscellaneous expenses incurred by Authorized Individuals, in accordance with generally accepted accounting principles (GAAP), and in compliance with State and Federal laws and regulations.
- B. CalOptima Health shall reimburse Authorized Individuals for reasonable, actual, and necessary expenses incurred while conducting CalOptima Health Business. Reimbursements for CalOptima Health business-related expenses shall be made in accordance with the Internal Revenue ~~Services~~ **Service's** (IRS) requirements, particularly the rules for an accountable plan, which requires: (1) expenses to have a business connection; (2) expenses be adequately accounted for within a reasonable period of time; and (3) any excess reimbursement or allowance be returned within a reasonable period of time. Reimbursement may be authorized when there is a clear connection or nexus between the attendance of the individual at such activity or function and the performance of official duties for which such individual is regularly employed.

- C. Business-related expenses for travel while conducting CalOptima Health Business must be completed at the most reasonable cost based on the facts and circumstances surrounding the travel. This includes making reservations for air travel and other expenses as soon as possible to access better rates, avoiding peak travel times, and leveraging efficiency by combining multiple meetings and events ~~wherever~~whenever possible. Employees are expected to use good judgment when traveling, seeking to minimize travel costs whenever possible. Reimbursable travel expenses include actual and necessary expenses, such as:
1. Transportation: Including, but not limited to, commercial carriers, rental vehicles, mileage for use of personal ~~vehicle~~, taxi vehicles, taxis, recognized ride-share companies, ~~shuttles~~shuttles, and public transit fares.
    - a. In selecting the mode of Transportation, the Authorized Individual shall consider the distance of the final destination from the individual's home or primary workplace, business schedule, and the cost effectiveness of the various modes of Transportation.
    - b. The Authorized Individual shall make Transportation arrangements as far in advance as possible using the most economical carrier, and the most economical departure point, within the selected mode of Transportation. A Saturday night stay may be required to obtain the lowest possible rate and may be authorized if the savings will reasonably offset the additional cost of meals, automobile rental and lodging.
      - i. Authorized Individuals may, for personal convenience, travel to their final destination on an indirect route, or on an interrupted direct route, if approved in advance within the Travel and Training Authorization (TTA) form. An Authorized Individual shall pay any increase in Transportation fares based on indirect or interrupted direct travel routes. Any resulting excess travel time shall not be considered work time but shall be charged to the appropriate type of leave.
      - ii. Additional expenses shall not be the responsibility of the Authorized Individual if, through no fault or control of the Authorized Individual, it is necessary to travel an indirect route, or an interrupted direct route. In such cases, additional time shall be considered work time, and shall not be charged to any type of leave.
      - iii. Whenever available, all Authorized Individuals shall travel via "Coach Class," or similar reduced fare accommodations. "Business Class" reservations shall not be used except in the event that "Coach Class" or similar reduced fare accommodations are unavailable, and departure time is critical to the nature of the reason for travel. Under no circumstances shall "First Class" travel be reserved, unless First or Business Class is shown to be cheaper than coach. (proof of price is required for reimbursement).
      - iv. Authorized Individuals requesting travel reservations shall not insist on any certain commercial carrier if using the specified carrier will result in a fare which is higher than the lowest available fare.
      - v. Any deviation from the lowest available rate for commercial carriers shall be at the ~~individual's~~Authorized Individual's expense.
    - c. The Authorized Individual shall be responsible for necessary cancellation of travel reservations, in accordance with the respective ~~carrier~~carrier's rules and time limits. CalOptima Health shall not reimburse Authorized Individuals for fees associated with the failure to cancel reservations within the established ~~carrier~~carrier's rules and time limits unless the failure was due to circumstances beyond the control of the Authorized Individual.

The Authorized Individual must also inform ~~CalOptima Health's~~the Budget & Vendor Management Department of any such cancellations.

~~e-d.~~ Use of Privately-Owned Vehicles

- i. An Authorized Individual may use a privately-owned vehicle for travel if such use is more economical than the lowest-priced direct commercial carrier fare plus rental car expenses. The ~~individual~~Authorized Individual must be licensed and shall carry liability insurance as required by the State of California, at the ~~individual's~~Authorized Individual's sole expense.
- ii. CalOptima Health shall reimburse the use of privately-owned vehicles solely based on actual mileage at the ~~Internal Revenue Service (IRS)~~IRS Standard Mileage Rate at the time of travel. The Authorized Individual shall report the total mileage and separately provide the offset mileage, which is the round-trip mileage between their home and their CalOptima Health central worksite, except in the following situations:
  - a) If a teleworker is classified as a Community Worker by Human Resources, CalOptima Health shall reimburse for the round-trip mileage from the teleworker's remote work location to the off-site location;
  - b) If an Authorized Individual's ~~schedules~~scheduled workday begins and ends at the CalOptima Health central worksite, any required off-site travel during the day shall be reimbursed for the round-trip mileage from CalOptima Health's central worksite to the off-site location and back; or
  - c) If an Authorized Individual is required to travel for a CalOptima Health function that occurs on a day where the Authorized Individual is not normally scheduled to work, CalOptima Health shall reimburse the round-trip mileage from the Authorized Individual's home to the CalOptima Health function's location.
- iii. For Authorized Individuals who receive an automobile allowance pursuant to CalOptima Health Policy GA.8042: Supplemental Compensation, CalOptima Health will only reimburse actual mileage at the IRS Standard Mileage Rate for travel that exceeds a round-trip of 100 miles based on the distance of the final destination from the individual's primary ~~workplace~~worksite. Use of privately-owned vehicles within a round-trip of 100 miles or less per meeting or event based on the distance of the final destination from the individual's primary workplace is covered as part of the automobile allowance.
- iv. CalOptima Health shall not reimburse costs for fuel, automobile repairs, other automobile expense items, or traffic/parking citations.
- v. If more than one Authorized Individual is traveling for CalOptima Health Business in the same personal vehicle, only one person shall be reimbursed for the use of a privately-owned vehicle.
- vi. Travel shall be by the most practical direct route. Any person traveling by an indirect route shall assume any additional expense incurred.

- vii. CalOptima Health shall compensate property damages to an Authorized Individual's automobile incurred without fault or cause on the part of the Authorized Individual up to two hundred fifty dollars (\$250), or the amount of the deductible on the person's insurance policy, whichever is the lesser amount, for each accident.

~~d.e.~~ Rental Automobiles

- i. An Authorized Individual may rent an automobile when such rental is considered to be more advantageous to CalOptima Health than other means of Transportation.
- ii. Advance reservations shall be made whenever possible. Reservations for the Authorized Individual and the vehicle rental agreement shall be made in the person's name, acting for CalOptima Health. i.e., John Doe, for CalOptima Health.
- iii. Rental automobile approved classes are as follows:
- a) Economy Class or equivalent:- An Authorized Individual shall select an economy class vehicle whenever four (4) or fewer Authorized Individuals, including the driver, will be passengers in the rental automobile at any one time.
- b) Mid-size Class or equivalent: An Authorized Individual may select a mid-size class vehicle in the event more than four (4) Authorized Individuals will be riding in the rental automobile at any one (1) time, or in the event an economy class vehicle is not available, and the nature of the travel requires immediate departure or if the cost is lower than that of an economy class (Documented support required).
- c) Luxury Class or equivalent: Under no circumstances shall an individual select a luxury class vehicle.
- f. Other Modes of Transportation
- i. Taxi Fares or Shuttles: CalOptima Health shall reimburse taxi fares or shuttles when public Transportation is not practical or available. Examples include travel between hotel and place of business, between airport and hotel, and from one business to another. Fares for travel outside of business hours with no business purpose are considered personal and not reimbursable.
- ii. Ride Sharing Company: CalOptima Health does not encourage the use of Ride Sharing Companies, such as Uber or Lyft; ~~however~~. However, if no other modes of transportation is available or economical, CalOptima Health will reimburse Ride Sharing Company fares. Authorized Individuals shall use Ride Sharing Companies at their own risk and discretion, with no liability to CalOptima Health, understanding the dangers of using such services. Customary and reasonable transportation tips/gratuities may be reimbursed - in accordance with Section II.F. Tips and Gratuities.
- g. Costs associated with any personal travel made in conjunction with a business travel itinerary will be at the Authorized Individual's expense. Authorized Individuals are expected to be honest in reporting any personal travel plans made in conjunction with a business travel, and the Authorized Individual shall document the incremental travel costs assessed to CalOptima Health in accordance with this policy.

2. Lodging

a. CalOptima Health shall reimburse the cost of a single occupancy room at an Approved Lodging Facility for Non-local Travel.

b. Reasonable lodging expenses will be allowed. Price is a factor when selecting lodging, and prudence and good stewardship should be used when selecting a lodging facility. Comparison shopping is encouraged, and booking through online travel websites, as opposed to directly with the lodging facility, may provide opportunities for reduced cost lodging. Itemized receipts for lodging must be provided to obtain reimbursement.

i. Tips and gratuities associated with lodging are at the discretion of the Authorized Individual and will not be reimbursed by CalOptima Health. Please see section II.F Tips and Gratuities.

c. Travelers should seek lodging rates (excluding taxes and fees) at or below the federal government's per diem rate. If such rates are not available, a hotel's discounted government rate shall be allowed. A schedule of federal lodging per diem rates is available on the U.S. General Services Administration (GSA) website: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

i. CalOptima Health maintains Lodging rates in excess of either the GSA federal lodging per diem rates or the government rate are allowable if the lodging is in conjunction with approved CalOptima Health business.

d. CalOptima Health may maintain preferred rates with select hotels in the local area. Vendors and consultants conducting CalOptima Health Business who are required to stay overnight and are authorized to receive reimbursement for lodging expenses pursuant to a contract with CalOptima Health, should utilize these preferred hotels, if available. Authorized Individuals should contact a member of the ~~CalOptima Health~~ Budget & Vendor Management Department for information and a link to the reservations department of these preferred hotels.

e. CalOptima Health may reimburse additional lodging expenses for Non-local Travel if:

i. It results in offsetting lower airfare; and

ii. The cost of returning to home or office at the conclusion of business exceeds the cost of lodging, rental automobile and meals for the additional stay.

f. Local Travel may qualify for an overnight stay, depending on time constraints. CalOptima Health may approve Local Travel lodging expenses if:

i. It is not practical or feasible for the Authorized Individual to return home due to extremely poor weather conditions; or

ii. Less than eight (8) hours will elapse from the time business is concluded on one (1) day and to the time business is scheduled to reconvene on the following calendar day.

g. Once approved, the Authorized Individual or his or her Designee shall be responsible for making his or her own travel and lodging arrangements, utilizing the CalOptima Health travel services provider or another ~~method approved by CalOptima Health's the~~ Budget & Vendor Management Department.

- h. The Authorized Individual shall be responsible for necessary cancellation of travel and lodging reservations in accordance with the respective rules and time limits. CalOptima Health shall not reimburse Authorized Individuals for fees associated with the failure to cancel reservations within the established rules and time limits unless the failure was due to circumstances beyond the control of the Authorized Individual. The Authorized Individual ~~must also~~ shall inform ~~CalOptima Health's~~ the Budget & Vendor Management Department of any cancellations.

### 3. Travel Meals

- a. Travel Meals are those food items consumed when traveling on CalOptima Health Business away from the primary workplace.
- b. CalOptima Health may reimburse Authorized Individuals the actual cost of Travel Meals, including taxes and gratuity (up to a maximum of 20% of the Authorized Individual's meal) and excluding alcoholic beverages ~~in~~ in an amount not to exceed eighty dollars (\$80.00) per day.
- i. When traveling in groups, Authorized Individuals shall pay for his or her own meal when possible.
- c. Under certain conditions, CalOptima Health may reimburse employees and Board or Committee members for Travel Meals that exceed the eighty dollars (\$80.00) per day limit. The employee or Board or Committee member shall submit a valid receipt for such Travel Meals along with a brief explanation of the expenditure which must meet the following conditions:
- i. Extraordinary circumstances may cause it to be impractical or unfeasible for the Authorized Individual to stay within the established meal rates, and the Authorized Individual shall submit receipts for such meals with a brief explanation of the extraordinary expenditure.
- ii. Expense Reports containing extraordinary meal expenditures shall require approval of the CEO, Chief Executive Officer (CEO), or his or her Designee.
- d. CalOptima Health may negotiate individual meal per diem amounts for individual contractors authorized to receive reimbursement for expenses. Individual contractor per diem rates may be less than, but shall not exceed, the established employee, Board ~~and~~ or Committee member Travel Meal reimbursement rate.

### 4. Registration Fees: For attending conferences, seminars, conventions, or meetings of professional societies or community organizations;

- a. Attendance ~~at any given conference and/or seminar~~ shall be:
- i. Limited to the minimum number of individuals necessary to carry out the business purpose as deemed appropriate by the designated approver as specified in this policy ~~for each conference or seminar~~;
- ii. For only those whose job tasks or responsibilities are directly related to the purpose of the travel; and

iii. Approved by the department head and Human Resources.

b. Payment of Fees

- i. ~~Conference and/or seminar fees~~Fees shall be prepaid whenever possible, to take advantage of early registration discounts. An employee shall request prepayment of ~~conference and seminar~~ fees at the time the TTA form is prepared and will submit necessary registration information to the Budget & Vendor Management Department.
- ii. In the event an individual must personally pay for ~~conference or seminar~~ Registration Fees, the individual shall request reimbursement on an Expense Report with a pre-approved TTA form.

5. Miscellaneous expenses, including:

- a. Insurance for rental vehicles;
- b. Parking fees and toll fees (i.e., charges for toll roads and necessary parking);
- c. Authorized local and long-distance telephone calls;
- d. Baggage fees;
- e. Internet or Wi-Fi charges for business-related communication;
- f. Facsimiles;
- g. Expenses in connection with the preparation of authorized company reports or correspondence; and
- h. Other unforeseen or unusual business-related expenses that are properly justified and substantiated.

6. The type of expenses or occurrences that do not qualify for travel reimbursement of expenses include, but are not limited to:

- a. Attendance at social, civic, or charitable meetings or functions, which the person would attend regardless of his or her position-;
- b. Any expenditure or contributions related to political campaigning or charitable fundraisers or events-;
- c. Expenses for anyone other than the Authorized Individual attending or participating in the activity or function-;
- d. The personal portion of any travel-;
- e. Entertainment expenses, including movies, sporting events, or concerts-; or
- f. Personal losses incurred while on CalOptima Health business.

D. Cash advances

1. Under normal circumstances, CalOptima Health shall not issue cash advances for travel expenses.
2. CalOptima Health may authorize cash advances on a limited basis if the traveling Authorized Individual does not possess sufficient means of credit or other financial resources to cover the cost of one (1) or more authorized travel expenses.
3. A member of the Executive Staff ~~will need to~~ shall approve requests for cash advances for anticipated authorized travel.
4. When authorized, cash advances shall be based on an estimate of reasonable travel expenses, including ~~transportation, meals~~ Transportation, Business Meals, lodging and miscellaneous expenses, and shall have a limit of \$1,000 unless approved in advance by the ~~CFO~~ Chief Financial Officer (CFO).
5. Cash advances shall not be provided earlier than thirty (30) days prior to the scheduled travel date(s). Authorized Individuals receiving cash advances shall complete an Expense Report within sixty (60) days of when the Authorized Individual's expenses were paid or incurred, whichever occurs first. The Authorized Individual shall account for all expenses incurred while traveling on authorized CalOptima Health Business and shall indicate and remit any cash amounts due back to CalOptima Health within one hundred and twenty (120) days of when the expenses were paid or incurred in the event the cash advance was greater than actual authorized expenses. In the event the actual authorized expenses exceed the amount of the cash advance, cash amounts due the ~~individual~~ Authorized Individual will be processed in the following pay period. Failure to return unexpended cash advances or to account for all expenses incurred while traveling may result in corrective action, up to and including termination.

E. Meetings, Trainings, Regulatory Audits, or Business Activity Meals:

1. CalOptima Health recommends Authorized Individuals to conduct meetings, trainings, and regulatory audits during non-lunch hours. CalOptima Health may reimburse or pay the reasonable cost of meals for required meetings, trainings, ~~regulatory audits or business activities.~~ or regulatory audits in an amount not to exceed twenty-five dollars (\$25) per participant per meal, including delivery, gratuity, and any other allowable charges.
  - a. Expenditure and/or reimbursement with CalOptima Health funds shall be permitted for required or mandatory meetings, trainings, or regulatory audits, ~~or business activities~~, if such expenditures meet the following criteria:
    - i. A required or mandatory, in-person, meeting, training, regulatory audit, or business activity, that lasts for a minimum of four (4) hours;
    - ii. Written approval by an Executive Director and or Chief, prior to the meeting, training, regulatory audit, or other business activity; and
    - iii. Supporting documents for the Expense Report or check request, including the meeting or training agenda and list of CalOptima Health participants.
2. CalOptima Health will provide reimbursement to the Authorized Individual ~~based on the actual expenditures within the~~ for approved ~~departmental budget.~~ Business Activity meals. The per

participant per ~~Business Meal~~ limit is twenty-five dollars (\$25), including delivery, gratuity, and any other allowable miscellaneous charges.

3. Under no circumstances or conditions will ~~Business Meetings, Trainings, Regulatory Audits, or Business Activity~~ Meals, payments or reimbursements be permitted for:

a. Social functions or events, including, but not limited to, the following:

- i. Holiday parties (with the exception of an organization-wide event);
- ii. Birthdays;
- iii. Baby showers;
- iv. Marriage celebrations;
- v. Retirements;
- vi. Department-only employee appreciation or celebration;
- vii. Other personal employee celebrations;
- viii. Expenditures for alcoholic beverages, including related tax and tip; ~~and/or~~
- ix. Voluntary events or functions, including, but not limited to, employee lunch time and/or after work group outings, team building events, and/or other off-site social functions (with the exception of training and self-development programs established and/or approved by the Human Resources Department); ~~or~~

x. Provider gifts.

F. Tips and Gratuities: CalOptima Health will provide reimbursement to the Authorized Individual for Tips and Gratuities up to twenty (20) percent of the total charge for allowable expenditures as long as supporting receipt can be validated.

1. Tips and Gratuities for allowable expenditures include meals, ride-sharing, and food delivery. Supporting documentation of the total cost including tips and gratuities must be included for reimbursement requests.

2. CalOptima Health shall not reimburse Tips and Gratuities without a receipt and those paid in cash without an acceptable documentation as proof of payment.

3. CalOptima Health shall not reimburse Tips and Gratuities related to, but not limited to, the following:

- a. Lodging-related services, such as housekeeping, valet, and bell desk; or
- b. Expenditures that are otherwise not reimbursable under this policy.

G. Public Activities and Community Events: CalOptima Health will reimburse budgeted expenses for public activities and community events that are held for CalOptima Health members and providers.

1. Authorized Individuals shall confirm sufficient budgeted funds are available for expenditures for the public activities or community events.
  2. Authorized Individual shall submit a purchase requisition in advance of the public activity or community event for projected expenditures.
    - a. In circumstances where a purchase requisition is not possible, Authorized Individual shall obtain approval from the CEO or their designee in accordance with the Policy AA.1223: Participation in Community Events by External Entities
  3. When catering meals, CalOptima Health recommends Authorized Individuals utilize one of CalOptima Health's contracted companies. Authorized Individuals shall contact a member of the Budget & Vendor Management Department for information.
  4. Authorized Individuals shall include supporting documents of the event such as the agenda/event flyer when submitting an Expense Report.
- H. Business-related Professional Licenses and Membership Dues: CalOptima Health may reimburse budgeted business-related professional licenses and membership dues that are required under CalOptima Health Policy GA.8033: License and Certification Tracking or are necessary for an Authorized Individual's job duties. It is suggested to contact the Budget & Vendor Management Department for information on the payment through the requisition process.
- I. CalOptima Health will not provide reimbursement for gift cards purchased for internal training, events, and/or social functions.

### III. PROCEDURE

#### A. Travel and Training Authorization (TTA) Form

1. All travel requests and requests for anticipated reimbursement of related expenses must be submitted ~~on-line~~online by Authorized Individuals or their Designee using CalOptima Health's Intranet system (or similar system in place at the time ~~the~~ request is made), and shall include all actual or estimated expense amounts related to the request; and
2. Such requests shall be routed for approval based on the Authorized Individual's level, cost center, and whether the Authorized Individual is a CalOptima Health employee according to the following:
  - a. Individual Departments are responsible for including anticipated travel expenses in the ~~Department~~Department's operating budget.
  - b. Budgeted Expenses: All budgeted travel and miscellaneous expenses for Authorized Individuals must be approved by the appropriate level of CalOptima Health Senior Management ~~or Board Chair~~, prior to travel expenses being incurred, according to the following:

| Individual                          | Approver                       |
|-------------------------------------|--------------------------------|
| Employee through Department Manager | Department Director            |
| Department Director                 | Executive Staff                |
| Executive Director                  | Departmental Chief or Designee |
| Departmental Chief Officers         | CEO or Designee                |

|  |                 |
|--|-----------------|
| Chief Executive Officer                | CFO or Designee |
| Board Member/Standing Committee Member | CEO or Designee |

c. If expenses exceed the originally approved TTA, then a supplemental TTA is required to be attached as proof of budget availability.

d. Non-Budgeted Expenses: Non-budgeted travel and miscellaneous expenses for Authorized Individuals may be approved if the expenditures are appropriated and authorized in accordance with CalOptima Health Policy GA.5003: Budget and Operations Forecasting, prior to travel expenses being incurred.

3. All requests ~~will also~~shall be routed to the Human Resources Department in order to track the Authorized Individual's training.
4. The ~~Finance~~Budget & Vendor Management Department ~~will~~shall review all requests to verify that requested expenses are budgeted, and that ~~enough budget remains~~sufficient budgeted funds are available to cover the requested expenses.
5. ~~Requestors~~The Authorized Individual or Designee shall receive an automatic e-mail after submitting their request, notifying them of the approval status, and providing a link to the electronic form to track approval progress.
6. The Budget & Vendor Management Department shall review, authorize for appropriate approvals, and notify the ~~requestors~~Authorized Individual or Designee that they may begin making travel arrangements if not already completed by the Budget & Vendor Management Department.

#### B. Travel and Training Arrangements

1. Authorizations that include event Registration Fees shall be pre-paid and processed by ~~CalOptima Health's~~the Budget & Vendor Management Department, ~~where~~when possible. ~~CalOptima Health's~~The Budget & Vendor Management Department shall verify with the ~~requestor~~Authorized Individual or Designee that the registration has not been processed before proceeding with registration ~~of the Authorized Individual~~ for the event.
2. The ~~requestor~~Authorized Individual or ~~his or her~~ Designee, shall make air travel arrangements through CalOptima Health's travel services provider, ~~where~~when possible. Arrangements should be made as far in advance as possible to minimize costs. Exceptions to using CalOptima Health's travel services provider are subject to approval by ~~CalOptima Health's~~the Budget & Vendor Management Department and will be reimbursed using an Expense Report.
3. All other arrangements shall be made with the Authorized Individual's personal credit card, either through CalOptima Health's travel services provider, another approved method, or directly with the establishment(s), subject to ~~CalOptima Health's~~the Budget & Vendor Management Department approval.

#### C. Expense Reimbursement using an Expense Report

1. Authorized Individuals or Designees shall prepare and submit request claims for reimbursement of travel ~~expenses and other Reimbursable Expenses~~ through the ~~on-line~~online CalOptima Health Expense Report system with an access link available on CalOptima Health's InfoNet. The report shall be completed by the Authorized Individual or Designee, including all details,

receipts and documentation- within sixty (60) days of when the Authorized Individual's expenses were paid or incurred, whichever occurs first. Once the Expense Report has been completed, the Authorized Individual shall review and submit the Expense Report within the system. The system allows for the electronic selection of an applicable TTA form, and electronically routes the Expense Report for management approvals according to the Authorized Individual's home department based on the threshold amounts and corresponding management approval levels in the table below.

| Threshold Up Through          | Approver                   |
|-------------------------------|----------------------------|
| \$1,000                       | Manager and Senior Manager |
| <del>\$100</del> Over \$1,000 | Director                   |

Note: Designee authorization is not valid when self-approval would result.

## 2. Receipts

a. For each expense, the ~~individual~~ Authorized Individual or Designee shall include an original ~~credit card itemized~~ receipt, if available, or other computer-generated or hand-written receipt, in the event ~~a credit card~~ the original receipt is unavailable. The receipt shall include line item details of all eligible charges being submitted for reimbursement.

b. In the event an original receipt is unavailable, CalOptima Health may accept alternative documentation for proof of purchase and/or payment, such as computer-generated receipts, hand-written receipts, and/or excerpt of credit card statement with a detailed description of the charges.

c. Small receipts, such as credit card, gas and airline receipts, shall be attached to an 8-~~1/2~~ 5 by 11-inch sheet of paper- and attached as a document image.

~~b.d.~~ Hotel receipts and other larger receipts may be submitted as-is in its original form.

~~In the absence of credit card~~

i. Hotel receipts, that have charges for food or other proof of actual expenditure, non-alcoholic beverages should be notated in the meal category section on the Expense Report and removed from the lodging total. CalOptima Health shall reimburse lodging expenses only if marked "paid" by the management of the lodging facility, room service charges and tips for food or beverage for a combined total up to twenty percent (20%).

ii. In-room movies are considered personal and not reimbursable.

~~e.e.~~ In most instances, airfare for CalOptima Health employees and Board members shall be prepaid by CalOptima Health. CalOptima Health contractors authorized to receive reimbursement for airfare, and employees and Board members for whom airfare was not prepaid for any reason, shall submit invoices for passenger receipts for reimbursement consideration through Accounts Payable.

~~d.f.~~ If receipts cannot be obtained or have been lost, a statement to that effect shall be made on the Expense Report, along with an appropriate explanation. In the absence of a satisfactory explanation, CalOptima Health shall not allow/reimburse the amount/expense.

3. Completed and approved Expense Reports and supporting documentation shall be submitted to the Accounting Department in a timely manner, preferably within thirty (30) days of completion of travel, but in no event beyond sixty (60) days after the expense is paid or incurred.

4. No reimbursement shall be made for Expense Reports submitted beyond sixty (60) days after completion of travel—or when the expenses were paid or incurred, whichever occurs first.

a. Authorized Individuals may request an exception to the submission deadline, which is subject to the review and approval by the Controller.

D. The Accounting Department shall:

1. Review submitted Expense Reports and supporting documentation for completeness;

a. During the review, Accounting ~~will~~shall contact the Authorized Individual to request ~~for any~~ missing supporting ~~documentation~~documentation.

b. Accounting ~~will~~shall provide advance communication of any denied reimbursement claims; ~~and.~~

c. An Authorized Individual may dispute denied reimbursement claims by providing a narrative and/or additional supporting documentation to be reviewed by the Controller.

2. Review expense codes for appropriate department and general ledger account numbers; and

3. Process payment for reimbursement as a non-taxable miscellaneous reimbursement.

E. The Budget & Vendor Management Department shall:

1. Provide travel reports to the CEO, Executive Staff and ~~Department Directors~~department directors, upon request. Such reports may include a summary of travel by department, purpose, cost, and number of ~~individuals~~Authorized Individuals per event-;

2. Review details of statements/invoices received from the CalOptima Health travel services provider for accuracy and reasonableness;

3. Attach appropriate copies of completed TTA forms related to travel service provider invoice line items and submit them to Accounts Payable for payment-;

4. Review details of statements/invoices received from credit card account used by the Budget & Vendor Management Department to arrange attendance at conferences, trainings, and other events, and to make authorized purchases-; and

5. Attach appropriate copies of completed TTA forms related to credit card invoice travel and training line items and submit them to Accounts Payable for payment.

IV. ATTACHMENT(S)

Not Applicable

V. REFERENCE(S)

- A. Bylaws of Orange County Health Authority dba Orange Prevention and Treatment Integrated Medical Assistance, Adopted December 6, 1994
- B. CalOptima Health Policy GA.5003: Budget and Operations Forecasting
- C. CalOptima Health Policy GA.8033: License and Certification Tracking
- ~~C.D.~~ CalOptima Health Policy GA.8042: Supplemental Compensation
- E. CalOptima Health Policy GA.1223: Participation in Community Events by External Entities
- ~~D.F.~~ Internal Revenue Service Publication 463
- ~~E.G.~~ California Government Code Section 53232.2
- ~~F.H.~~ California Labor Code Section 2802
- G.I. Title 26, Code of Federal Regulations §§ 1.62-2

## VI. REGULATORY AGENCY APPROVAL(S)

Not Applicable

## VII. BOARD ACTION(S)

| Date       | Meeting   |
|------------|---|
| 09/06/2012 | Regular Meeting of the CalOptima Board of Directors |
| 03/03/2022 | Regular Meeting of the CalOptima Board of Directors |

## VIII. REVISION HISTORY

| Action         | Date       | Policy         | Policy Title                                  | Program(s)            |
|----------------|------------|----------------|---|-----------------------|
| Effective      | 08/01/2012 | GA.5004        | Travel Policy                                 | Administrative        |
| Revised        | 09/06/2012 | GA.5004        | Travel Policy                                 | Administrative        |
| Revised        | 03/01/2013 | GA.5004        | Travel Policy                                 | Administrative        |
| Revised        | 03/03/2022 | GA.5004        | Travel Policy                                 | Administrative        |
| Revised        | 12/01/2022 | GA.5004        | Travel and Business Meal Policy               | Administrative        |
| <u>Revised</u> | <u>TBD</u> | <u>GA.5004</u> | <u>Travel and Other Reimbursable Expenses</u> | <u>Administrative</u> |

## IX. GLOSSARY

| Term                                | Definition  |
|-------------------------------------|---|
| Authorized Individual               | Persons authorized to submit an Expense Report for reimbursement of travel, meal, lodging, or other allowable expenses, including: CalOptima Health Board members, CalOptima Health Standing Committee members, CalOptima Health Employees, and individuals under contract to CalOptima Health for which the approved contract provides for reimbursement of travel and/or conference expenses. |
| Approved Lodging Facility           | Any overnight sleeping facilities which offer a discounted government rate to authorized individuals traveling on behalf of CalOptima Health.   |
| Business Meals                      | Breakfast, lunch, dinner, snacks, refreshments, and related tips and taxes where business is discussed with peers or business associates over the course of a meal.   |
| CalOptima Health Business           | Activities or functions which a department head determines are directly related to or in support of the ordinary, necessary and/or required mission and business functions of CalOptima Health.   |
| CalOptima Health Employees          | Includes, 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.   |
| Designee                            | A person selected or designated to carry out a duty or role. The assigned designee is required to be in management or hold the appropriate qualifications or certifications related to the duty or role.  |
| Executive Staff                     | Staff holding Executive level positions as designated by the Board of Directors.  |
| Expense Report                      | Detailed and itemized report that tracks expenses incurred during the course of performing necessary job functions.   |
| Governing Body                      | The Board of Directors of CalOptima Health.   |
| Investment Advisory Committee (IAC) | A standing committee of the CalOptima Health Board of Directors who provide advice and recommendations regarding the organization's investments.  |
| Local Travel                        | Travel to a destination that is 50 miles or less away from the primary workplace or home and does not generally include an overnight stay.  |
| Member Advisory Committee (MAC)     | A committee comprised of community advocates and Members, each of whom represents a constituency served by CalOptima Health, which was established by CalOptima Health to advise its Board of Directors on issues impacting Members.  |
| Non-local Travel                    | Travel which is more than 50 miles away from the primary workplace or home and may require an overnight stay.   |
| Non-Reimbursable Expenses           | Expenses that are not a necessary part of or approved as part of the required travel. Commuting between a traveler's home and regularly assigned work location is not considered official business.   |
| Parking, Fees and Tolls             | Charges for ferries, bridges, tunnels, toll roads, and necessary parking.   |
| Provider Advisory Committee (PAC)   | A committee comprised of Providers, representing a cross-section of the broad Provider community that serves Members, established by CalOptima Health to advise its Board of Directors on issues impacting the CalOptima Health Provider community.   |

| Term                       | Definition   |
|----------------------------|--|
| Registration Fees          | Actual fees paid for registration to attend authorized conferences, seminars, conventions, trainings or meetings of professional societies or community organizations.   |
| Reimbursable Expenses      | <del>Travel expenses which are reasonable, actual, and necessary to accomplish CalOptima Health's business purposes and are eligible for reimbursement.</del> Reimbursable expenses include but are not limited to the cost of <u>travel</u> , transportation, <u>catering and</u> meals, lodging, <u>registration fees, insurance for rental vehicles, business-related professional licenses and membership dues, public activities,</u> and other <del>incidental</del> <u>actual and necessary business -related</u> expenses incurred <u>by CalOptima Health Employees, Governing Body, Standing Committee Members, and authorized contractors and consultants</u> while <del>traveling on</del> <u>conducting authorized</u> CalOptima Health <del>business.</del> <u>Business..</u> |
| Standing Committee Members | Non-Board and non-employee members of the CalOptima Health Investment Advisory Committee (IAC), Provider Advisory Committee (PAC), Member Advisory Committee (MAC), OneCare Connect MAC, and Whole Child Model Family Advisory Committee.  |
| Transportation             | Bus, rail or airfare, car rental, taxi, ride sharing, shuttle, parking fees, tolls, and mileage for use of personal vehicle.   |
| Travel Meals               | Travel Meals are those food items consumed when traveling on CalOptima Health business that is considered Non-local Travel.  |

Policy: GA.5004  
Title: **Travel and Other Reimbursable Expenses**  
Department: Finance  
Section: Not Applicable

CEO Approval: /s/

Effective Date: 08/01/2012

Revised Date: TBD

Applicable to: ☐ Medi-Cal  
☐ OneCare  
☐ PACE  
☒ Administrative

## I. PURPOSE

This policy establishes a uniform standard and process for reasonable and equitable reimbursement of approved travel, transportation, catering and meals, lodging, business-related professional licenses and membership dues, public activities, and other actual and necessary business-related expenses incurred by CalOptima Health Employees, Governing Body, Standing Committee Members, and authorized contractors and consultants while conducting authorized CalOptima Health Business.

## II. POLICY

- A. CalOptima Health shall comply with all applicable laws and regulations to provide and reimburse Authorized Individuals for business-related expenses, which includes travel, transportation, catering and meals, lodging, business-related professional licenses and membership dues, public activities, and other actual and necessary business-related expenses. The Finance Department shall implement an approval and reimbursement process to ensure timely and accurate identification, approval, processing, recording, payment, and monitoring of all necessary travel, transportation, meals, lodging, and miscellaneous expenses incurred by Authorized Individuals, in accordance with generally accepted accounting principles (GAAP), and in compliance with State and Federal laws and regulations.
- B. CalOptima Health shall reimburse Authorized Individuals for reasonable, actual, and necessary expenses incurred while conducting CalOptima Health Business. Reimbursements for CalOptima Health business-related expenses shall be made in accordance with the Internal Revenue Service's (IRS) requirements, particularly the rules for an accountable plan, which requires: (1) expenses to have a business connection; (2) expenses be adequately accounted for within a reasonable period of time; and (3) any excess reimbursement or allowance be returned within a reasonable period of time. Reimbursement may be authorized when there is a clear connection or nexus between the attendance of the individual at such activity or function and the performance of official duties for which such individual is regularly employed.
- C. Business-related expenses for travel while conducting CalOptima Health Business must be completed at the most reasonable cost based on the facts and circumstances surrounding the travel. This includes making reservations for air travel and other expenses as soon as possible to access better rates, avoiding peak travel times, and leveraging efficiency by combining multiple meetings

and events whenever possible. Employees are expected to use good judgment when traveling, seeking to minimize travel costs whenever possible. Reimbursable travel expenses include actual and necessary expenses, such as:

1. Transportation: Including, but not limited to, commercial carriers, rental vehicles, mileage for use of personal vehicles, taxis, recognized ride-share companies, shuttles, and public transit fares.
  - a. In selecting the mode of Transportation, the Authorized Individual shall consider the distance of the final destination from the individual's home or primary workplace, business schedule, and the cost effectiveness of the various modes of Transportation.
  - b. The Authorized Individual shall make Transportation arrangements as far in advance as possible using the most economical carrier, and the most economical departure point, within the selected mode of Transportation. A Saturday night stay may be required to obtain the lowest possible rate and may be authorized if the savings will reasonably offset the additional cost of meals, automobile rental and lodging.
    - i. Authorized Individuals may, for personal convenience, travel to their final destination on an indirect route, or on an interrupted direct route, if approved in advance within the Travel and Training Authorization (TTA) form. An Authorized Individual shall pay any increase in Transportation fares based on indirect or interrupted direct travel routes. Any resulting excess travel time shall not be considered work time but shall be charged to the appropriate type of leave.
    - ii. Additional expenses shall not be the responsibility of the Authorized Individual if, through no fault or control of the Authorized Individual, it is necessary to travel an indirect route, or an interrupted direct route. In such cases, additional time shall be considered work time, and shall not be charged to any type of leave.
    - iii. Whenever available, all Authorized Individuals shall travel via "Coach Class," or similar reduced fare accommodations. "Business Class" reservations shall not be used except in the event that "Coach Class" or similar reduced fare accommodations are unavailable, and departure time is critical to the nature of the reason for travel. Under no circumstances shall "First Class" travel be reserved, unless First or Business Class is shown to be cheaper than coach (proof of price is required for reimbursement).
    - iv. Authorized Individuals requesting travel reservations shall not insist on any certain commercial carrier if using the specified carrier will result in a fare which is higher than the lowest available fare.
    - v. Any deviation from the lowest available rate for commercial carriers shall be at the Authorized Individual's expense.
  - c. The Authorized Individual shall be responsible for necessary cancellation of travel reservations, in accordance with the respective carrier's rules and time limits. CalOptima Health shall not reimburse Authorized Individuals for fees associated with the failure to cancel reservations within the established carrier's rules and time limits unless the failure was due to circumstances beyond the control of the Authorized Individual. The Authorized Individual must also inform the Budget & Vendor Management Department of any such cancellations.

d. Use of Privately-Owned Vehicles

- i. An Authorized Individual may use a privately-owned vehicle for travel if such use is more economical than the lowest-priced direct commercial carrier fare plus rental car expenses. The Authorized Individual must be licensed and shall carry liability insurance as required by the State of California, at the Authorized Individual's sole expense.
- ii. CalOptima Health shall reimburse the use of privately-owned vehicles solely based on actual mileage at the IRS Standard Mileage Rate at the time of travel. The Authorized Individual shall report the total mileage and separately provide the offset mileage, which is the round-trip mileage between their home and their CalOptima Health central worksite, except in the following situations:
  - a) If a teleworker is classified as a Community Worker by Human Resources, CalOptima Health shall reimburse for the round-trip mileage from the teleworker's remote work location to the off-site location;
  - b) If an Authorized Individual's scheduled workday begins and ends at the CalOptima Health central worksite, any required off-site travel during the day shall be reimbursed for the round-trip mileage from CalOptima Health's central worksite to the off-site location and back; or
  - c) If an Authorized Individual is required to travel for a CalOptima Health function that occurs on a day where the Authorized Individual is not normally scheduled to work, CalOptima Health shall reimburse the round-trip mileage from the Authorized Individual's home to the CalOptima Health function's location.
- iii. For Authorized Individuals who receive an automobile allowance pursuant to CalOptima Health Policy GA.8042: Supplemental Compensation, CalOptima Health will only reimburse actual mileage at the IRS Standard Mileage Rate for travel that exceeds a round-trip of 100 miles based on the distance of the final destination from the individual's primary worksite. Use of privately-owned vehicles within a round-trip of 100 miles or less per meeting or event based on the distance of the final destination from the individual's primary workplace is covered as part of the automobile allowance.
- iv. CalOptima Health shall not reimburse costs for fuel, automobile repairs, other automobile expense items, or traffic/parking citations.
- v. If more than one Authorized Individual is traveling for CalOptima Health Business in the same personal vehicle, only one person shall be reimbursed for the use of a privately-owned vehicle.
- vi. Travel shall be by the most practical direct route. Any person traveling by an indirect route shall assume any additional expense incurred.
- vii. CalOptima Health shall compensate property damages to an Authorized Individual's automobile incurred without fault or cause on the part of the Authorized Individual up to two hundred fifty dollars (\$250), or the amount of the deductible on the person's insurance policy, whichever is the lesser amount, for each accident.

e. Rental Automobiles

- i. An Authorized Individual may rent an automobile when such rental is considered to be more advantageous to CalOptima Health than other means of Transportation.
- ii. Advance reservations shall be made whenever possible. Reservations for the Authorized Individual and the vehicle rental agreement shall be made in the person's name, acting for CalOptima Health. i.e., John Doe, for CalOptima Health.
- iii. Rental automobile approved classes are as follows:
  - a) Economy Class or equivalent: An Authorized Individual shall select an economy class vehicle whenever four (4) or fewer Authorized Individuals, including the driver, will be passengers in the rental automobile at any one time.
  - b) Mid-size Class or equivalent: An Authorized Individual may select a mid-size class vehicle in the event more than four (4) Authorized Individuals will be riding in the rental automobile at any one (1) time, or in the event an economy class vehicle is not available, and the nature of the travel requires immediate departure or if the cost is lower than that of an economy class (Documented support required).
  - c) Luxury Class or equivalent: Under no circumstances shall an individual select a luxury class vehicle.
- f. Other Modes of Transportation
  - i. Taxi Fares or Shuttles: CalOptima Health shall reimburse taxi fares or shuttles when public Transportation is not practical or available. Examples include travel between hotel and place of business, between airport and hotel, and from one business to another. Fares for travel outside of business hours with no business purpose are considered personal and not reimbursable.
  - ii. Ride Sharing Company: CalOptima Health does not encourage the use of Ride Sharing Companies, such as Uber or Lyft. However, if no other modes of transportation is available or economical, CalOptima Health will reimburse Ride Sharing Company fares. Authorized Individuals shall use Ride Sharing Companies at their own risk and discretion, with no liability to CalOptima Health, understanding the dangers of using such services. Customary and reasonable transportation tips/gratuities may be reimbursed in accordance with Section II.F. Tips and Gratuities.
  - g. Costs associated with any personal travel made in conjunction with a business travel itinerary will be at the Authorized Individual's expense. Authorized Individuals are expected to be honest in reporting any personal travel plans made in conjunction with business travel, and the Authorized Individual shall document the incremental travel costs assessed to CalOptima Health in accordance with this policy.

## 2. Lodging

- a. CalOptima Health shall reimburse the cost of a single occupancy room at an Approved Lodging Facility for Non-local Travel.
- b. Reasonable lodging expenses will be allowed. Price is a factor when selecting lodging, and prudence and good stewardship should be used when selecting a lodging facility. Comparison shopping is encouraged, and booking through online travel websites, as

opposed to directly with the lodging facility, may provide opportunities for reduced cost lodging. Itemized receipts for lodging must be provided to obtain reimbursement.

- i. Tips and gratuities associated with lodging are at the discretion of the Authorized Individual and will not be reimbursed by CalOptima Health. Please see section II.F Tips and Gratuities.
- c. Travelers should seek lodging rates (excluding taxes and fees) at or below the federal government's per diem rate. If such rates are not available, a hotel's discounted government rate shall be allowed. A schedule of federal lodging per diem rates is available on the U.S. General Services Administration (GSA) website: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
  - i. Lodging rates in excess of either the GSA federal lodging per diem rates or the government rate are allowable if the lodging is in conjunction with approved CalOptima Health business.
- d. CalOptima Health may maintain preferred rates with select hotels in the local area. Vendors and consultants conducting CalOptima Health Business who are required to stay overnight and are authorized to receive reimbursement for lodging expenses pursuant to a contract with CalOptima Health, should utilize these preferred hotels, if available. Authorized Individuals should contact a member of the Budget & Vendor Management Department for information and a link to the reservations department of these preferred hotels.
- e. CalOptima Health may reimburse additional lodging expenses for Non-local Travel if:
  - i. It results in offsetting lower airfare; and
  - ii. The cost of returning to home or office at the conclusion of business exceeds the cost of lodging, rental automobile and meals for the additional stay.
- f. Local Travel may qualify for an overnight stay, depending on time constraints. CalOptima Health may approve Local Travel lodging expenses if:
  - i. It is not practical or feasible for the Authorized Individual to return home due to extremely poor weather conditions; or
  - ii. Less than eight (8) hours will elapse from the time business is concluded on one (1) day to the time business is scheduled to reconvene on the following calendar day.
- g. Once approved, the Authorized Individual or his or her Designee shall be responsible for making his or her own travel and lodging arrangements, utilizing the CalOptima Health travel services provider or another method approved by the Budget & Vendor Management Department.
- h. The Authorized Individual shall be responsible for necessary cancellation of travel and lodging reservations in accordance with the respective rules and time limits. CalOptima Health shall not reimburse Authorized Individuals for fees associated with the failure to cancel reservations within the established rules and time limits unless the failure was due to circumstances beyond the control of the Authorized Individual. The Authorized Individual shall inform the Budget & Vendor Management Department of any cancellations.

3. Travel Meals

- a. Travel Meals are those food items consumed when traveling on CalOptima Health Business away from the primary workplace.
  - b. CalOptima Health may reimburse Authorized Individuals the actual cost of Travel Meals, including taxes and gratuity (up to a maximum of 20% of the Authorized Individual's meal) and excluding alcoholic beverages, in an amount not to exceed eighty dollars (\$80.00) per day.
    - i. When traveling in groups, Authorized Individuals shall pay for his or her own meal when possible.
  - c. Under certain conditions, CalOptima Health may reimburse employees and Board or Committee members for Travel Meals that exceed the eighty dollars (\$80.00) per day limit. The employee or Board or Committee member shall submit a valid receipt for such Travel Meals along with a brief explanation of the expenditure which must meet the following conditions:
    - i. Extraordinary circumstances may cause it to be impractical or unfeasible for the Authorized Individual to stay within the established meal rates, and the Authorized Individual shall submit receipts for such meals with a brief explanation of the extraordinary expenditure.
    - ii. Expense Reports containing extraordinary meal expenditures shall require approval of the Chief Executive Officer (CEO), or his or her Designee.
  - d. CalOptima Health may negotiate individual meal per diem amounts for individual contractors authorized to receive reimbursement for expenses. Individual contractor per diem rates may be less than, but shall not exceed, the established employee, Board or Committee member Travel Meal reimbursement rate.
4. Registration Fees: For attending conferences, seminars, conventions, or meetings of professional societies or community organizations;
- a. Attendance shall be:
    - i. Limited to the minimum number of individuals necessary to carry out the business purpose as deemed appropriate by the designated approver as specified in this policy;
    - ii. For only those whose job tasks or responsibilities are directly related to the purpose of the travel; and
    - iii. Approved by the department head and Human Resources.
  - b. Payment of Fees
    - i. Fees shall be prepaid whenever possible, to take advantage of early registration discounts. An employee shall request prepayment of fees at the time the TTA form is prepared and will submit necessary registration information to the Budget & Vendor Management Department.

- 1                   ii. In the event an individual must personally pay for Registration Fees, the individual shall  
2                   request reimbursement on an Expense Report with a pre-approved TTA form.  
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4                   5. Miscellaneous expenses, including:

- 5                   a. Insurance for rental vehicles;  
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7                   b. Parking fees and toll fees (i.e., charges for toll roads and necessary parking);  
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9                   c. Authorized local and long-distance telephone calls;  
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11                  d. Baggage fees;  
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13                  e. Internet or Wi-Fi charges for business-related communication;  
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15                  f. Facsimiles;  
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17                  g. Expenses in connection with the preparation of authorized company reports or  
18                  correspondence; and  
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20                  h. Other unforeseen or unusual business-related expenses that are properly justified and  
21                  substantiated.  
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23                  6. The type of expenses or occurrences that do not qualify for travel reimbursement of expenses  
24                  include, but are not limited to:  
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26                  a. Attendance at social, civic, or charitable meetings or functions, which the person would  
27                  attend regardless of his or her position;  
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29                  b. Any expenditure or contributions related to political campaigning or charitable fundraisers  
30                  or events;  
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32                  c. Expenses for anyone other than the Authorized Individual attending or participating in the  
33                  activity or function;  
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35                  d. The personal portion of any travel;  
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37                  e. Entertainment expenses, including movies, sporting events, or concerts; or  
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39                  f. Personal losses incurred while on CalOptima Health business.  
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42                  D. Cash advances

- 43  
44                  1. Under normal circumstances, CalOptima Health shall not issue cash advances for travel  
45                  expenses.  
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47                  2. CalOptima Health may authorize cash advances on a limited basis if the traveling Authorized  
48                  Individual does not possess sufficient means of credit or other financial resources to cover the  
49                  cost of one (1) or more authorized travel expenses.  
50  
51                  3. A member of the Executive Staff shall approve requests for cash advances for anticipated  
52                  authorized travel.  
53

4. When authorized, cash advances shall be based on an estimate of reasonable travel expenses, including Transportation, Business Meals, lodging and miscellaneous expenses, and shall have a limit of \$1,000 unless approved in advance by the Chief Financial Officer (CFO).
5. Cash advances shall not be provided earlier than thirty (30) days prior to the scheduled travel date(s). Authorized Individuals receiving cash advances shall complete an Expense Report within sixty (60) days of when the Authorized Individual's expenses were paid or incurred, whichever occurs first. The Authorized Individual shall account for all expenses incurred while traveling on authorized CalOptima Health Business and shall indicate and remit any cash amounts due back to CalOptima Health within one hundred and twenty (120) days of when the expenses were paid or incurred in the event the cash advance was greater than actual authorized expenses. In the event the actual authorized expenses exceed the amount of the cash advance, cash amounts due the Authorized Individual will be processed in the following pay period. Failure to return unexpended cash advances or to account for all expenses incurred while traveling may result in corrective action, up to and including termination.

E. Meetings, Trainings, Regulatory Audits, or Business Activity Meals:

1. CalOptima Health recommends Authorized Individuals to conduct meetings, trainings, and regulatory audits during non-lunch hours. CalOptima Health may reimburse or pay the reasonable cost of meals for required meetings, trainings, or regulatory audits in an amount not to exceed twenty-five dollars (\$25) per participant per meal, including delivery, gratuity, and any other allowable charges.
  - a. Expenditure and/or reimbursement with CalOptima Health funds shall be permitted for required or mandatory meetings, trainings, or regulatory audits, if such expenditures meet the following criteria:
    - i. A required or mandatory, in-person, meeting, training, regulatory audit, or business activity that lasts for a minimum of four (4) hours;
    - ii. Written approval by an Executive Director and or Chief, prior to the meeting, training, regulatory audit, or other business activity; and
    - iii. Supporting documents for the Expense Report or check request, including the meeting or training agenda and list of CalOptima Health participants.
2. CalOptima Health will provide reimbursement to the Authorized Individual for approved Business Activity meals. The per participant per meal limit is twenty-five dollars (\$25), including delivery, gratuity, and any other allowable miscellaneous charges.
3. Under no circumstances or conditions will Meetings, Trainings, Regulatory Audits, or Business Activity Meals, payments or reimbursements be permitted for:
  - a. Social functions or events, including, but not limited to the following:
    - i. Holiday parties (with the exception of an organization-wide event);
    - ii. Birthdays;
    - iii. Baby showers;
    - iv. Marriage celebrations;

- v. Retirements;
- vi. Department-only employee appreciation or celebration;
- vii. Other personal employee celebrations;
- viii. Expenditures for alcoholic beverages, including related tax and tip;
- ix. Voluntary events or functions, including, but not limited to, employee lunch time and/or after work group outings, team building events, and/or other off-site social functions (with the exception of training and self-development programs established and/or approved by the Human Resources Department); or
- x. Provider gifts.

F. Tips and Gratuities: CalOptima Health will provide reimbursement to the Authorized Individual for Tips and Gratuities up to twenty (20) percent of the total charge for allowable expenditures as long as supporting receipt can be validated.

1. Tips and Gratuities for allowable expenditures include meals, ride-sharing, and food delivery. Supporting documentation of the total cost including tips and gratuities must be included for reimbursement requests.
2. CalOptima Health shall not reimburse Tips and Gratuities without a receipt and those paid in cash without an acceptable documentation as proof of payment.
3. CalOptima Health shall not reimburse Tips and Gratuities related to, but not limited to, the following:
  - a. Lodging-related services, such as housekeeping, valet, and bell desk; or
  - b. Expenditures that are otherwise not reimbursable under this policy.

G. Public Activities and Community Events: CalOptima Health will reimburse budgeted expenses for public activities and community events that are held for CalOptima Health members and providers.

1. Authorized Individuals shall confirm sufficient budgeted funds are available for expenditures for the public activities or community events.
2. Authorized Individual shall submit a purchase requisition in advance of the public activity or community event for projected expenditures.
  - a. In circumstances where a purchase requisition is not possible, Authorized Individual shall obtain approval from the CEO or their designee in accordance with the Policy AA.1223: Participation in Community Events by External Entities
3. When catering meals, CalOptima Health recommends Authorized Individuals utilize one of CalOptima Health's contracted companies. Authorized Individuals shall contact a member of the Budget & Vendor Management Department for information.
4. Authorized Individuals shall include supporting documents of the event such as the agenda/event flyer when submitting an Expense Report.

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2 H. Business-related Professional Licenses and Membership Dues: CalOptima Health may reimburse  
3 budgeted business-related professional licenses and membership dues that are required under  
4 CalOptima Health Policy GA.8033: License and Certification Tracking or are necessary for an  
5 Authorized Individual's job duties. It is suggested to contact the Budget & Vendor Management  
6 Department for information on the payment through the requisition process.  
7  
8 I. CalOptima Health will not provide reimbursement for gift cards purchased for internal training,  
9 events, and/or social functions.  
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### 11 III. PROCEDURE

#### 12 A. Travel and Training Authorization (TTA) Form

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15 1. All travel requests and requests for anticipated reimbursement of related expenses must be  
16 submitted online by Authorized Individuals or their Designee using CalOptima Health's  
17 Intranet system (or similar system in place at the time the request is made), and shall include all  
18 actual or estimated expense amounts related to the request; and  
19  
20 2. Such requests shall be routed for approval based on the Authorized Individual's level, cost  
21 center, and whether the Authorized Individual is a CalOptima Health employee according to the  
22 following:  
23  
24 a. Individual Departments are responsible for including anticipated travel expenses in the  
25 Department's operating budget.  
26  
27 b. Budgeted Expenses: All budgeted travel and miscellaneous expenses for Authorized  
28 Individuals must be approved by the appropriate level of CalOptima Health Senior  
29 Management, prior to travel expenses being incurred, according to the following:  
30

| Individual                             | Approver                       |
|--|--------------------------------|
| Employee through Department Manager    | Department Director            |
| Department Director                    | Executive Staff                |
| Executive Director                     | Departmental Chief or Designee |
| Departmental Chief Officers            | CEO or Designee                |
| Chief Executive Officer                | CFO or Designee                |
| Board Member/Standing Committee Member | CEO or Designee                |

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32 c. If expenses exceed the originally approved TTA, then a supplemental TTA is  
33 required to be attached as proof of budget availability.  
34  
35 d. Non-Budgeted Expenses: Non-budgeted travel and miscellaneous expenses for Authorized  
36 Individuals may be approved if the expenditures are appropriated and authorized in  
37 accordance with CalOptima Health Policy GA.5003: Budget and Operations Forecasting,  
38 prior to travel expenses being incurred.  
39  
40 3. All requests shall be routed to the Human Resources Department in order to track the  
41 Authorized Individual's training.  
42  
43 4. The Budget & Vendor Management Department shall review all requests to verify that  
44 requested expenses are budgeted, and that sufficient budgeted funds are available to cover the  
45 requested expenses.

5. The Authorized Individual or Designee shall receive an automatic e-mail after submitting their request, notifying them of the approval status, and providing a link to the electronic form to track approval progress.
6. The Budget & Vendor Management Department shall review, authorize for appropriate approvals, and notify the Authorized Individual or Designee that they may begin making travel arrangements if not already completed by the Budget & Vendor Management Department.

#### B. Travel and Training Arrangements

1. Authorizations that include event Registration Fees shall be pre-paid and processed by the Budget & Vendor Management Department, when possible. The Budget & Vendor Management Department shall verify with the Authorized Individual or Designee that the registration has not been processed before proceeding with registration for the event.
2. The Authorized Individual or Designee, shall make air travel arrangements through CalOptima Health's travel services provider, when possible. Arrangements should be made as far in advance as possible to minimize costs. Exceptions to using CalOptima Health's travel services provider are subject to approval by the Budget & Vendor Management Department and will be reimbursed using an Expense Report.
3. All other arrangements shall be made with the Authorized Individual's personal credit card, either through CalOptima Health's travel services provider, another approved method, or directly with the establishment(s), subject to the Budget & Vendor Management Department approval.

#### C. Expense Reimbursement using an Expense Report

1. Authorized Individuals or Designees shall prepare and submit request claims for reimbursement of travel and other Reimbursable Expenses through the online CalOptima Health Expense Report system with an access link available on CalOptima Health's InfoNet. The report shall be completed by the Authorized Individual or Designee, including all details, receipts and documentation within sixty (60) days of when the Authorized Individual's expenses were paid or incurred, whichever occurs first. Once the Expense Report has been completed, the Authorized Individual shall review and submit the Expense Report within the system. The system allows for the electronic selection of an applicable TTA form, and electronically routes the Expense Report for management approvals according to the Authorized Individual's home department based on the threshold amounts and corresponding management approval levels in the table below.

| Threshold Up Through | Approver                   |
|----------------------|----------------------------|
| \$1,000              | Manager and Senior Manager |
| Over \$1,000         | Director                   |

Note: Designee authorization is not valid when self-approval would result.

2. Receipts
  - a. For each expense, the Authorized Individual or Designee shall include an original itemized receipt, if available, or other computer-generated or hand-written receipt, in the event the original receipt is unavailable. The receipt shall include line item details of all eligible charges being submitted for reimbursement.

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- b. In the event an original receipt is unavailable, CalOptima Health may accept alternative documentation for proof of purchase and/or payment, such as computer-generated receipts, hand-written receipts, and/or excerpt of credit card statement with a detailed description of the charges.
  - c. Small receipts, such as credit card, gas and airline receipts, shall be attached to an 8.5 by 11-inch sheet of paper and attached as a document image.
  - d. Hotel receipts and other larger receipts may be submitted in its original form.
    - i. Hotel receipts that have charges for food or non-alcoholic beverages should be notated in the meal category section on the Expense Report and removed from the lodging total. CalOptima Health shall reimburse room service charges and tips for food or beverage for a combined total up to twenty percent (20%).
    - ii. In-room movies are considered personal and not reimbursable.
  - e. In most instances, airfare for CalOptima Health employees and Board members shall be prepaid by CalOptima Health. CalOptima Health contractors authorized to receive reimbursement for airfare, and employees and Board members for whom airfare was not prepaid for any reason, shall submit invoices for passenger receipts for reimbursement consideration through Accounts Payable.
  - f. If receipts cannot be obtained or have been lost, a statement to that effect shall be made on the Expense Report, along with an appropriate explanation. In the absence of a satisfactory explanation, CalOptima Health shall not reimburse the expense.
3. Completed and approved Expense Reports and supporting documentation shall be submitted to the Accounting Department in a timely manner, preferably within thirty (30) days of completion of travel, but in no event beyond sixty (60) days after the expense is paid or incurred.
4. No reimbursement shall be made for Expense Reports submitted beyond sixty (60) days after completion of travel or when the expenses were paid or incurred, whichever occurs first.
- a. Authorized Individuals may request an exception to the submission deadline, which is subject to the review and approval by the Controller.
- D. The Accounting Department shall:
- 1. Review submitted Expense Reports and supporting documentation for completeness;
    - a. During the review, Accounting shall contact the Authorized Individual to request any missing supporting documentation.
    - b. Accounting shall provide advance communication of any denied reimbursement claims.
    - c. An Authorized Individual may dispute denied reimbursement claims by providing a narrative and/or additional supporting documentation to be reviewed by the Controller.
  - 2. Review expense codes for appropriate department and general ledger account numbers; and
  - 3. Process payment for reimbursement as a non-taxable miscellaneous reimbursement.

E. The Budget & Vendor Management Department shall:

1. Provide travel reports to the CEO, Executive Staff and department directors, upon request. Such reports may include a summary of travel by department, purpose, cost, and number of Authorized Individuals per event;
2. Review details of statements/invoices received from the CalOptima Health travel services provider for accuracy and reasonableness;
3. Attach appropriate copies of completed TTA forms related to travel service provider invoice line items and submit them to Accounts Payable for payment;
4. Review details of statements/invoices received from credit card account used by the Budget & Vendor Management Department to arrange attendance at conferences, trainings, and other events, and to make authorized purchases; and
5. Attach appropriate copies of completed TTA forms related to credit card invoice travel and training line items and submit them to Accounts Payable for payment.

**IV. ATTACHMENT(S)**

Not Applicable

**V. REFERENCE(S)**

- A. Bylaws of Orange County Health Authority dba Orange Prevention and Treatment Integrated Medical Assistance, Adopted December 6, 1994
- B. CalOptima Health Policy GA.5003: Budget and Operations Forecasting
- C. CalOptima Health Policy GA.8033: License and Certification Tracking
- D. CalOptima Health Policy GA.8042: Supplemental Compensation
- E. CalOptima Health Policy GA.1223: Participation in Community Events by External Entities
- F. Internal Revenue Service Publication 463
- G. California Government Code Section 53232.2
- H. California Labor Code Section 2802
- I. Title 26, Code of Federal Regulations §§ 1.62-2

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

Not Applicable

**VII. BOARD ACTION(S)**

| Date       | Meeting   |
|------------|---|
| 09/06/2012 | Regular Meeting of the CalOptima Board of Directors |
| 03/03/2022 | Regular Meeting of the CalOptima Board of Directors |

**VIII. REVISION HISTORY**

| Action    | Date       | Policy  | Policy Title  | Program(s)     |
|-----------|------------|---------|---------------|----------------|
| Effective | 08/01/2012 | GA.5004 | Travel Policy | Administrative |

| Action  | Date       | Policy  | Policy Title                           | Program(s)     |
|---------|------------|---------|--|----------------|
| Revised | 09/06/2012 | GA.5004 | Travel Policy                          | Administrative |
| Revised | 03/01/2013 | GA.5004 | Travel Policy                          | Administrative |
| Revised | 03/03/2022 | GA.5004 | Travel Policy                          | Administrative |
| Revised | 12/01/2022 | GA.5004 | Travel and Business Meal Policy        | Administrative |
| Revised | TBD        | GA.5004 | Travel and Other Reimbursable Expenses | Administrative |

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For 20231102 BOD Review Only

1 IX. GLOSSARY

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| Term                                | Definition  |
|-------------------------------------|---|
| Authorized Individual               | Persons authorized to submit an Expense Report for reimbursement of travel, meal, lodging, or other allowable expenses, including: CalOptima Health Board members, CalOptima Health Standing Committee members, CalOptima Health Employees, and individuals under contract to CalOptima Health for which the approved contract provides for reimbursement of travel and/or conference expenses. |
| Approved Lodging Facility           | Any overnight sleeping facilities which offer a discounted government rate to authorized individuals traveling on behalf of CalOptima Health.   |
| Business Meals                      | Breakfast, lunch, dinner, snacks, refreshments, and related tips and taxes where business is discussed with peers or business associates over the course of a meal.   |
| CalOptima Health Business           | Activities or functions which a department head determines are directly related to or in support of the ordinary, necessary and/or required mission and business functions of CalOptima Health.   |
| CalOptima Health Employees          | Includes, 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.   |
| Designee                            | A person selected or designated to carry out a duty or role. The assigned designee is required to be in management or hold the appropriate qualifications or certifications related to the duty or role.  |
| Executive Staff                     | Staff holding Executive level positions as designated by the Board of Directors.  |
| Expense Report                      | Detailed and itemized report that tracks expenses incurred during the course of performing necessary job functions.   |
| Governing Body                      | The Board of Directors of CalOptima Health.   |
| Investment Advisory Committee (IAC) | A standing committee of the CalOptima Health Board of Directors who provide advice and recommendations regarding the organization's investments.  |
| Local Travel                        | Travel to a destination that is 50 miles or less away from the primary workplace or home and does not generally include an overnight stay.  |
| Member Advisory Committee (MAC)     | A committee comprised of community advocates and Members, each of whom represents a constituency served by CalOptima Health, which was established by CalOptima Health to advise its Board of Directors on issues impacting Members.  |
| Non-local Travel                    | Travel which is more than 50 miles away from the primary workplace or home and may require an overnight stay.   |
| Non-Reimbursable Expenses           | Expenses that are not a necessary part of or approved as part of the required travel. Commuting between a traveler's home and regularly assigned work location is not considered official business.   |
| Parking, Fees and Tolls             | Charges for ferries, bridges, tunnels, toll roads, and necessary parking.   |
| Provider Advisory Committee (PAC)   | A committee comprised of Providers, representing a cross-section of the broad Provider community that serves Members, established by CalOptima Health to advise its Board of Directors on issues impacting the CalOptima Health Provider community.   |

| <b>Term</b>                | <b>Definition</b>   |
|----------------------------|---|
| Registration Fees          | Actual fees paid for registration to attend authorized conferences, seminars, conventions, trainings or meetings of professional societies or community organizations.  |
| Reimbursable Expenses      | Reimbursable expenses include but are not limited to the cost of travel, transportation, catering and meals, lodging, business-related professional licenses and membership dues, public activities, and other actual and necessary business -related expenses incurred by CalOptima Health Employees, Governing Body, Standing Committee Members, and authorized contractors and consultants while conducting authorized CalOptima Health Business.. |
| Standing Committee Members | Non-Board and non-employee members of the CalOptima Health Investment Advisory Committee (IAC), Provider Advisory Committee (PAC), Member Advisory Committee (MAC), OneCare Connect MAC, and Whole Child Model Family Advisory Committee.   |
| Transportation             | Bus, rail or airfare, car rental, taxi, ride sharing, shuttle, parking fees, tolls, and mileage for use of personal vehicle.  |
| Travel Meals               | Travel Meals are those food items consumed when traveling on CalOptima Health business that is considered Non-local Travel.   |

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## **CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL**

**Action To Be Taken November 2, 2023**

### **Regular Meeting of the CalOptima Health Board of Directors**

#### **Consent Calendar**

9. Approve New CalOptima Health Policy GA.7111 Health Network Certification Process.

#### **Contacts**

Michael Gomez, Executive Director, Network Operations, (714) 347-3292

Quynh Nguyen, Director, Provider Operations, (714) 347-6804

#### **Recommended Actions**

Review and approve new CalOptima Health Policy GA.7111 Health Network Certification Process.

#### **Background**

On March 28, 2023, the Department of Health Care Services (DHCS) published All Plan Letter (APL) 23-006 providing Medi-Cal managed care plans (MCPs) with guidance on the requirements for delegation and monitoring of subcontractors. The APL details the Subcontractor Network Certification (SNC) process wherein MCPs must provide assurances to DHCS that each Subcontractor's and Downstream Subcontractor's provider networks meet state and federal network adequacy and access requirements.

#### **Discussion**

The Provider Operations Department has created Policy GA.7111 to comply with APL 23-006 and state and federal regulations. Policy GA.7111 outlines requirements for delegation and monitoring of Health Networks and details the SNC process, including the SNC document submission, to provide assurances that CalOptima Health's Health Networks and delegates meet state and federal network adequacy and access requirements.

#### **Fiscal Impact**

The recommended action is operational in nature and has no additional fiscal impact beyond what was incorporated in the Fiscal Year 2023-24 Operating Budget.

#### **Rationale for Recommendation**

The new policy would meet all applicable requirements directed by DHCS and CMS.

#### **Concurrence**

James Novello, Outside General Counsel, Kennaday Leavitt

**Attachments**

1. Policy GA.7111 Health Network Certification Process
2. APL 23-006 Delegation and Subcontractor Network Certification

/s/ Michael Hunn  
**Authorized Signature**

10/27/2023  
**Date**



Policy: GA.7111p  
Title: **Health Network Certification Process**  
Department: Operations Management  
Section: Network Operations - Provider Data Management Services

CEO Approval: /s/

Effective Date: TBD  
Revised Date: Not Applicable

Applicable to: ☒ Medi-Cal  
☐ OneCare  
☐ PACE  
☐ Administrative

## I. PURPOSE

This policy outlines requirements for delegation and monitoring of Health Networks and details the Subcontractor Network Certification (SNC) process, including the SNC document submission, to provide assurances that CalOptima Health's Health Networks and delegates meet state and federal network adequacy and access requirements.

## II. POLICY

### A. Health Network Monitoring

#### 1. Delegation Accountability

- a. If CalOptima Health delegates any activity or obligation to a Health Network, whether directly or indirectly, CalOptima Health must ensure communication of its policies and procedures to the Health Network. Additionally, the Health Network Delegation Agreement must:
  - i. Specify any and all delegated activities, obligations, and related reporting responsibilities;
  - ii. Include the Health Network's agreement to perform the delegated activities, obligations, and reporting responsibilities;
  - iii. Provide for the revocation of the delegation of activities or obligations, or specify other remedies where the Department of Health Care Services (DHCS) or CalOptima Health determines the Health Network is not performing satisfactorily; and
  - iv. State that the Health Network agrees to comply with all applicable Medicaid laws and regulations, including all sub regulatory guidance and contract provisions, as well as the applicable state and federal laws.

#### 2. Ownership and Control Disclosures

- 1 a. CalOptima Health shall collect and review their Health Network’s ownership and control  
2 disclosures as set forth in Title 42 Code of Federal Regulations (CFR) 455.104.  
3  
4 i. Review of ownership and control disclosures applies to all Health Networks that  
5 contract with CalOptima Health, include disclosing entities, fiscal agents, and managed  
6 care entities.  
7  
8 b. Health Networks shall accurately provide all required information in their disclosures.  
9  
10 i. Information shall include the date of birth and social security number for each person  
11 with an ownership or control interest and for each managing employee.  
12  
13 ii. An officer or director of a disclosing entity that is organized as a corporation should be  
14 considered a person with control interest.  
15  
16 iii. A board member of a disclosing entity shall be listed as a “managing employee” and/or  
17 “person with an ownership or control interest” to the extent that they meet that  
18 definition in 42 CFR 455.101.  
19  
20 c. CalOptima Health shall review ownership controls and disclosures to identify potential  
21 conflicts of interest and make Health Networks’ ownership and control disclosures available  
22 upon request, as the information is subject to audit by DHCS.  
23  
24 i. CalOptima Health shall alert their Managed Care Operations Division (MCO)  
25 Contract Manager within ten Working Days upon discovery that a Health Network is  
26 noncompliant with these requirements, and/or if a disclosure reveals any potential  
27 violations of the ownership and control requirements.  
28  
29 3. Data Reporting  
30  
31 a. CalOptima Health shall monitor the quality and compliance of Health Network data that is  
32 submitted to DHCS or other entities, pursuant to reporting responsibilities under state and  
33 federal laws.  
34  
35 i. Data reported by Health Networks shall be complete, accurate, reasonable, and timely.  
36  
37 ii. This includes, but is not limited to, encounter data, monthly 274 Provider Network data  
38 files, data reported through quarterly templates, electronic visit verification reporting,  
39 and any other ad hoc data requests required by DHCS.  
40  
41 a) Encounter data shall include all items and services furnished to Members either  
42 directly or through Health Network or other arrangements with Providers.  
43  
44 b. CalOptima Health shall have in place mechanisms, including data validation and reporting  
45 systems, sufficient to ensure a Health Network’s Network Provider encounter data is  
46 complete, accurate, reasonable, and timely prior to submission to DHCS.  
47  
48 4. Monitoring, Corrective Action, and Sanctions  
49  
50 a. CalOptima Health shall regularly monitor all functional areas delegated to Health  
51 Networks.  
52

- b. CalOptima Health shall impose corrective action and/or financial sanctions on Health Networks upon discovery of noncompliance with the terms of their Health Network Delegation Agreement or any Medi-Cal requirements.
- c. CalOptima Health shall report any significant instances (i.e., in terms of gravity, scope and/or frequency) of noncompliance, imposition of corrective actions, or financial sanctions pertaining to their obligations under the contract with DHCS to their MCOD Contract Managers within three working days of the discovery or imposition.

## B. Subcontractor Network Certification

### 1. Circumstances for Submission

- a. CalOptima Health shall undergo a SNC annually that is separate and distinct from the submission process for the Annual Network Certification (ANC).
- b. SNC is also required when:
  - i. CalOptima Health enters into a new risk-based Health Network Delegation Agreement with a Health Network that expands CalOptima Health's existing Provider Network and
  - ii. A Health Network's Provider Network experiences a significant change
    - a) A significant change is an event that impacts the provision of health care services for 2,000 or more Members or when a Health Network's Provider Network change causes CalOptima Health to become noncompliant with any of the Network adequacy and access standards outlined in DHCS All Plan Letter (APL) 23-001: Network Certification Requirements or any superseding APL.
    - b) For significant change, CalOptima Health shall submit the applicable SNC documentation for only the Network adequacy and access standards impacted by the significant change or noncompliance.
    - c) If a significant change occurs within the ninety (90) calendar days prior to the SNC annual submission date, CalOptima Health can document the change as part of that Reporting Year (RY) SNC filing.
    - d) For any significant changes that occur after the SNC annual submission date, CalOptima Health should submit the applicable SNC documentation for only the Network adequacy and access standards impacted by the significant change and report the change in the SNC for that RY.

### 2. Subcontractor Network Criteria

- a. Health Networks are only required to meet the Network adequacy and access standards for the Members assigned to the Health Network's Provider Network, and for Covered Services the Health Network is contracted to arrange for Members on behalf of CalOptima Health.
- b. For the annual SNC, CalOptima Health shall include all Health Networks Provider Network reported via the 274 Provider Network data file, unless the Health Networks Provider Network reported is exempt per the criteria listed in Section II.B.2.c. of this Policy and the required documentation provided substantiates the exemption.

c. Health Networks may be exempt from SNC if:

- i. CalOptima Health only contracts directly with individual Providers where no Health Network Provider Network exists;
- ii. CalOptima Health only contracts with one Health Network in the service area, and no Providers directly contract with CalOptima Health;
- iii. The Health Network only provides specialty or ancillary services; or
- iv. The Health Network only provides care through single case agreements and is not available to all CalOptima Health Members upon enrollment.

### III. PROCEDURE

#### A. SNC Submission

1. CalOptima Health shall submit the required SNC documentation to DHCS that accurately reflects the monitoring of Health Networks, no later than forty-five (45) days following the RY or, if the date falls on a weekend, the next working day, as outlined in DHCS APL 23-006: Delegation and Subcontractor Network Certification or any superseding APL.
2. CalOptima Health shall submit all required SNC documentation as described in the Subcontractor Network Certification Instruction Manual with the correct file naming conventions through the DHCS Secure File Transfer Protocol site.
3. Failure to submit complete and accurate SNC documentation by the SNC annual submission date are subject to the imposition of a corrective action plan (CAP) and/or other enforcement actions pursuant to the contract with DHCS, Welfare and Institutions Code (WIC) section 14197.7(e), and DHCS APL 22-015: Enforcement Actions: Administrative and Monetary Sanctions or any superseding APL.
4. CalOptima Health shall submit the following as part of the SNC submission:
  - a. The Subcontractor Network Exemptions Request template
  - b. The Network Adequacy and Access Assurances Report (NAAAR)
    - i. Section A of the template is prepopulated with the state's Network adequacy and access standards for which Health Networks are held accountable as applicable.
    - ii. Section B to be completed by CalOptima Health delineates the types of analyses used to monitor and determine the Network adequacy and access compliance of Health Networks.
    - iii. Section C to be completed by CalOptima Health details the compliance results and findings of all the Subcontractor Network monitoring analyses conducted within the RY.
  - c. Verification documents for DHCS' to review and verify the compliance results and findings reported on the NAAAR.

- i. DHCS will verify documents for a subset (one-third) of Health Networks and will provide a list of Health Networks to be sampled, at a minimum, at least thirty (30) days in advance of the annual SNC submission date of forty-five (45) days after the end of the RY, or the next Working Day if the date falls on a weekend.
- ii. Verification documents for Health Networks are only required if DHCS provides a list of Health Networks to be sampled per Services Area for the specified RY.
- iii. DHCS may request additional verification documentation at any time in order to confirm that the information provided on the NAAAR is accurate.
- iv. Failure to provide DHCS with the requested documentation or a determination by DHCS that the information in the SNC submission is invalid or inaccurate may lead to implementation of a CAP and/or other enforcement actions.

#### B. Noncompliance

1. Health Network deficiencies impacting Member access to care, identified by CalOptima Health monitoring, must result in CalOptima Health, or the Health Network:
  - a. Authorizing Covered Services from an Out-of-Health Network Provider for impacted Members, which may include Providers from the direct network or those Out-of-Network, regardless of association, transportation or Provider costs until the deficiency is addressed.
  - b. Informing Members that Out-of-Network access to services is available.
  - c. Training Member services staff on the Members' right to request out-of-network access for Covered Services and transportation to Providers where the Health Network is unable to comply with network adequacy or access standards.

#### C. Deficiencies and Corrective Action

1. If a CAP notification letter is received from DHCS, CalOptima Health shall provide an initial CAP response, no later than thirty (30) calendar days after the issuance of the CAP notification letter, that details a plan of action and sets forth steps to correct the deficiencies identified.
2. CalOptima Health shall correct all deficiencies within six (6) months and during which time must provide DHCS with monthly status updates that demonstrate action steps to address the CAP.
  - a. DHCS may impose sanctions, or other appropriate enforcement actions, for failure to comply with network adequacy and access standards at the end of the six (6) month CAP period.
3. If a Health Network fails to meet Subcontracted Network Certification components, a Subcontracted Network Certification Corrective Action Plan (CAP) may be issued and the Health Network shall:
  - a. Provide an initial CAP response no later than thirty (30) calendar days after the issuance of the CAP notification letter.

- b. Authorize out-of-network access to Medically Necessary providers within timely access standards and applicable time or distance standards, regardless of associated transportation or provider costs until the CAP is completed and closed by CalOptima Health.
4. If a Health Network is unable to meet time or distance standards and has made good faith efforts to exhaust all reasonable contracting options with additional providers within the time or distance standards, an Alternate Access Standard (AAS) request shall be submitted to CalOptima Health.
- a. Health Networks shall document all efforts to contract with additional out-of-network providers identified in their AAS requests that are in their county and bordering counties where they have network deficiencies and shall provide all documentation of failed contracting efforts to CalOptima Health.
- b. Upon receipt of AAS approvals from CalOptima Health, Health Networks shall:
- i. Inform affected Members who reside in the zip code where AAS requests were approved by posting all approved AAS on the Health Networks website within thirty (30) calendar days after the AAS approval.
- ii. Assist any requesting Member in obtaining an appointment with an appropriate out-of-network Core Specialist, in-person or via Telehealth, in accordance with CalOptima Health Policy GG.1539: Authorization for Out-of-Network and Out-of-Area Services and Welfare and Institutions Code, Section 14197.

#### IV. ATTACHMENT(S)

Not Applicable

#### V. REFERENCE(S)

- A. CalOptima Health Contract with Department of Health Care Services (DHCS) for Medi-Cal
- B. CalOptima Health Policy GG.1539: Authorization for Out-of-Network and Out-of-Area Services
- C. CalOptima Health Policy HH.2002: Sanctions
- D. Department of Health Care Services (DHCS) All Plan Letter (APL) 22-015: Enforcement Actions: Administrative and Monetary Sanctions
- E. Department of Health Care Services (DHCS) All Plan Letter (APL) 23-001: Network Certification Requirements
- F. Department of Health Care Services (DHCS) All Plan Letter (APL) 23-006: Delegation and Subcontractor Network Certification
- G. Title 42, Code of Federal Regulations (C.F.R.), §§ 455.101, 455.104
- H. Welfare and Institutions Code (WIC), Sections 14197, 14197.7(e)

#### VI. REGULATORY AGENCY APPROVAL(S)

| Date       | Regulatory Agency                         | Response              |
|------------|---|-----------------------|
| 08/31/2023 | Department of Health Care Services (DHCS) | Approved as Submitted |

#### VII. BOARD ACTION(S)

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

VIII. REVISION HISTORY

| Action    | Date | Policy  | Policy Title                         | Program(s) |
|-----------|------|---------|--------------------------------------|------------|
| Effective | TBD  | GA.7111 | Health Network Certification Process | Medi-Cal   |

For 20231102 BOD Review Only

1 IX. GLOSSARY

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| Term                                     | Definition   |
|--|--|
| Covered Services                         | Those services provided in the Fee-For-Service Medi-Cal program (as set forth in Title 22, CCR, Division 3, Subdivision 1, Chapter 3, beginning with Section 51301), the Child Health and Disability Prevention program (as set forth in Title 17, CCR, Division 1, Chapter 4, Subchapter 13, Article 4, beginning with section 6842), and the California Children's Services (as set forth in Title 22, CCR, Division 2, subdivision 7, and Welfare and Institutions Code, Division 9, Part 3, Chapter 7, Article 2.985, beginning with section 14094.4) under the Whole-Child Model program, to the extent those services are included as Covered Services under CalOptima Health's Medi-Cal Contract with DHCS and are Medically Necessary, 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 Enhanced Care Management and Community Supports as part of the California Advancing and Innovating Medi-Cal (CalAIM) Initiative (as set forth in the CalAIM 1115 Demonstration & 1915(b) Waiver, DHCS All Plan Letter (APL) 21-012: Enhanced Care Management Requirements and APL 21-017: Community Supports Requirements, and Welfare and Institutions Code, Division 9, Part 3, Chapter 7, Article 5.51, beginning with section 14184.100), or other services as authorized by the CalOptima Health Board of Directors, which shall be covered for Members notwithstanding whether such benefits are provided under the Fee-For-Service Medi-Cal program. |
| Health Network                           | A Physician Hospital Consortium (PHC), physician group under a shared risk contract, or health care service plan, such as a Health Maintenance Organization (HMO) that contracts with CalOptima Health to provide Covered Services to Members assigned to that Health Network.   |
| Medically Necessary or Medical Necessity | Reasonable and necessary Covered Services to protect life, to prevent significant illness or significant disability, or alleviate severe pain through the diagnosis or treatment of disease, illness, or injury, as required under W&I Code 14059.5(a) and Title 22 CCR Section 51303(a). Medically Necessary services shall include Covered Services necessary to achieve age-appropriate growth and development, and attain, maintain, or regain functional capacity. For Members under 21 years of age, a service is Medically Necessary if it meets the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) standard of medical necessity set forth in Section 1396d(r)(5) of Title 42 of the United States Code, as required by W&I Code 14059.5(b) and W&I Code Section 14132(v). Without limitation, Medically Necessary services for Members under 21 years of age include Covered Services necessary to achieve or maintain age-appropriate growth and development, attain, regain or maintain functional capacity, or improve, support or maintain the Member's current health condition. CalOptima Health shall determine Medical Necessity on a case-by-case basis, taking into account the individual needs of the child.  |

| <b>Term</b>                               | <b>Definition</b>  |
|---|--|
| Member                                    | A Medi-Cal eligible beneficiary as determined by the County of Orange Social Services Agency, the California Department of Health Care Services (DHCS) Medi-Cal Program, or the United States Social Security Administration, who is enrolled in the CalOptima Health program. |
| Provider                                  | A physician, nurse, nurse mid-wife, nurse practitioner, medical technician, physician assistant, hospital, laboratory, ancillary provider, or other person or institution that furnishes Covered Services  |
| Service Area                              | The county or counties that CalOptima Health is approved to operate in under the terms of their DHCS Contract.   |
| Subcontracted Network Certification (SNC) | A process that entails CalOptima Health's reporting on their monitoring of Subcontractors' and Downstream Subcontractors' Provider Networks and submitting documentation to DHCS verifying the compliance and/or noncompliance reported.                                       |
| Subcontractor                             | An individual or entity who has a Subcontract with CalOptima Health that relates directly or indirectly to the performance of CalOptima Health's obligations under contract with DHCS.   |

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**DATE:** March 28, 2023

ALL PLAN LETTER 23-006  
SUPERSEDES ALL PLAN LETTER 17-004

**TO:** ALL MEDI-CAL MANAGED CARE HEALTH PLANS

**SUBJECT:** DELEGATION AND SUBCONTRACTOR NETWORK CERTIFICATION

**PURPOSE:**

The purpose of this All Plan Letter (APL) is to provide Medi-Cal managed care plans (MCPs) with guidance on the requirements for delegation and monitoring of Subcontractors. This APL also details the Subcontractor Network Certification (SNC) process wherein MCPs must provide assurances that each Subcontractor's and Downstream Subcontractor's Provider Network meets state and federal Network adequacy and access requirements.

**BACKGROUND:**

Title 42 Code of Federal Regulations (CFR) section 438.230 specifies the requirements MCPs must include in all contracts or written agreements with any Subcontractors.<sup>1</sup> This regulation addresses the duties and obligations of MCPs and their Subcontractors. The regulation also emphasizes that regardless of the relationship the MCP has with a Subcontractor, whether direct or indirect through additional layers of contracting or delegation, the MCP has the ultimate responsibility for adhering to, and fully complying with, all terms and conditions of its contract with the Department of Health Care Services (DHCS).

Furthermore, MCPs must ensure, through their contracts with any Subcontractors, that their Subcontractors provide written disclosures of information on ownership and control as required under 42 CFR 455.104.<sup>2</sup> To address frequent findings relating to 42 CFR 455.104, the Centers for Medicare and Medicaid Services (CMS) has issued guidance, in the form of a toolkit.<sup>3</sup> In the toolkit, CMS clarifies that a board member should be listed as a "person with ownership or control interest" or as a "managing employee," to the extent they meet either definition pursuant to 42 CFR 455.101. MCPs must comply

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<sup>1</sup> 42 CFR 438. The CFR is searchable at: <https://www.ecfr.gov/>.

<sup>2</sup> 42 CFR 438.608

<sup>3</sup> The CMS-issued toolkit is available at: <https://www.cms.gov/sites/default/files/repo-new/25/Toolkit%20for%20Disclosures%20of%20Ownership%20and%20Control%2042%20CFR%20455%20104%20final.pdf>

with the ownership and control disclosure requirement as set forth in 42 CFR 455.104 by collecting information on whether their Subcontractors are persons with ownership or control interest, or managing employees.

Additionally, the California Advancing and Innovating Medi-Cal (CalAIM) 1915(b) Waiver Special Terms and Conditions (STCs) requires DHCS to provide CMS with assurances that MCPs are holding all Subcontractors who assume risk to DHCS' Network adequacy and access standards as of the 2022 Reporting Year (RY).<sup>4, 5</sup> As a result, MCPs will be required to undergo an annual SNC as part of its Annual Network Certification.<sup>6</sup>

## **POLICY:**

### Definitions

For purposes of this APL, the following definitions apply:

- Subcontractor – an individual or entity that has a Subcontractor Agreement with the MCP that relates directly or indirectly to the performance of the MCP's obligations under its contract with DHCS. A Network Provider is not a Subcontractor solely because it enters into a Network Provider Agreement.
- Downstream Subcontractor – an individual or entity that has a Downstream Subcontractor Agreement with a Subcontractor of the MCP or a Downstream Subcontractor that relates directly or indirectly to the performance of the Subcontractor's obligations under its Subcontractor Agreement with the MCP.
- Subcontractor Network – a Provider Network of a Subcontractor or Downstream Subcontractor, wherein the Subcontractor or Downstream Subcontractor is delegated risk and is responsible for arranging for the provision of and paying for Covered Services as stated in their Subcontractor or Downstream Subcontractor Agreement.

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<sup>4</sup> See the CalAIM Waiver Special Terms and Conditions, available at: <https://www.dhcs.ca.gov/provgovpart/Documents/CalAIM-1915b-STCs.pdf>

<sup>5</sup> For purposes of this APL, the RY is the calendar year.

<sup>6</sup> For more information on the Annual Network Certification process, see APL 23-001, or any superseding APL. APLs are searchable at: <https://www.dhcs.ca.gov/formsandpubs/Pages/AllPlanLetters.aspx>

- Subcontracted Network Certification (SNC) – a process that entails MCPs reporting on their monitoring of Subcontractors' and Downstream Subcontractors' Provider Networks and submitting documentation to DHCS verifying the compliance and/or noncompliance reported.

## **I. MONITORING SUBCONTRACTORS**

### **A. Delegation Accountability**

If an MCP delegates any activity or obligation to a Subcontractor, whether directly or indirectly, the Subcontractor Agreement must:

- 1) Specify any and all delegated activities, obligations, and related reporting responsibilities;
- 2) Include the Subcontractor's agreement to perform the delegated activities, obligations, and reporting responsibilities; and
- 3) Provide for the revocation of the delegation of activities or obligations, or specify other remedies where DHCS or the MCP determines the Subcontractor is not performing satisfactorily.<sup>7</sup>

The Subcontractor Agreement must also state that the Subcontractor agrees to comply with all applicable Medicaid laws and regulations, including all subregulatory guidance and Contract provisions, as well as the applicable state and federal laws.<sup>8</sup> MCPs must maintain and communicate to Subcontractors their policies and procedures for monitoring Subcontractors' compliance with all requirements related to all delegated activities, obligations, and related reporting responsibilities as described in this APL. All policies and procedures must be made available to DHCS upon request.

### **B. Ownership and Control Disclosures**

To identify potential conflicts of interest, MCPs are required to collect and review their Subcontractors' ownership and control disclosures as set forth in 42 CFR 455.104.<sup>9</sup> The review of ownership and control disclosures applies to all

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<sup>7</sup> 42 CFR 438.230(c)(1)

<sup>8</sup> 42 CFR 438.230(c)(2)

<sup>9</sup> 42 CFR 438.608(c)

Subcontractors that contract with the MCP, including disclosing entities, fiscal agents, and managed care entities.

MCPs must require and ensure Subcontractors accurately provide all required information in their disclosures. This information includes the date of birth and social security number for each person with an ownership or control interest and for each managing employee. An officer or director of a disclosing entity that is organized as a corporation should be considered a person with control interest.<sup>10</sup> The CMS toolkit specifies that a board member of a disclosing entity must be listed as a “managing employee” to the extent that they meet that definition in 42 CFR 455.101. The CMS toolkit also specifies that a board member of the disclosing entity must be listed as a “person with an ownership or control interest” to the extent that they meet that definition in 42 CFR 455.101.

MCPs must review to identify potential conflicts of interest and make Subcontractors’ ownership and control disclosures available upon request, as the information is subject to audit by DHCS. MCPs must alert their Managed Care Operations Division (MCOD) Contract Manager within ten Working Days upon discovery that a Subcontractor is noncompliant with these requirements, and/or if a disclosure reveals any potential violations of the ownership and control requirements.

### **C. Data Reporting**

MCPs must monitor the quality and compliance of Subcontractor data that MCPs submit to DHCS or other entities, pursuant to reporting responsibilities under state and federal laws. MCPs must ensure the data reported by Subcontractors is complete, accurate, reasonable, and timely. This includes, but is not limited to, encounter data, monthly 274 Provider Network data files, data reported through quarterly templates, electronic visit verification reporting, and any other ad hoc data requests required by DHCS.

MCPs must require Subcontractors to submit complete, accurate, and timely Network Provider encounter data to the MCPs for all items and services furnished to Members either directly or through Downstream Subcontractors or other arrangements with Providers. MCPs must have in place mechanisms, including data validation and reporting systems, sufficient to ensure a

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<sup>10</sup> 42 CFR 455.104(b)(1)

Subcontractor's Network Provider encounter data is complete, accurate, reasonable, and timely prior to submission to DHCS.

#### **D. Monitoring, Corrective Action, and Sanctions**

MCPs must regularly monitor all functional areas delegated to Subcontractors. MCPs must also impose corrective action and/or financial sanctions on Subcontractors upon discovery of noncompliance with the terms of their Subcontractor Agreement or any Medi-Cal requirements. MCPs must report any significant instances (i.e., in terms of gravity, scope and/or frequency) of noncompliance, imposition of corrective actions, or financial sanctions pertaining to their obligations under the contract with DHCS to their MCOD Contract Managers within three Working Days of the discovery or imposition.

## **II. SUBCONTRACTOR NETWORK CERTIFICATION**

#### **A. Circumstances for Submission**

DHCS is required by state and federal laws to annually certify each MCP's full Provider Network for compliance with Network adequacy and access requirements and provide an assurance of that compliance to CMS for the RY.<sup>11</sup> As of the 2022 RY, the CalAIM 1915(b) Waiver STCs also require DHCS to provide the same assurances of Network adequacy and access for the Provider Networks of all MCP Subcontractors and Downstream Subcontractors that have assumed risk per their Subcontractor and Downstream Subcontractor Agreements. Henceforth, MCPs are required to undergo a SNC annually that is separate and distinct from the submission process for the Annual Network Certification (ANC).

SNC is also required (1) when a Subcontractor Network experiences a significant change, and (2) when the MCP enters into a new risk-based Subcontractor Agreement with a Subcontractor that expands the MCP's existing Provider Network. A significant change is (1) an event that impacts the provision of health care services for 2,000 or more Members or (2) when a Subcontractor Network change causes the MCP to become noncompliant with any of the Network adequacy and access standards outlined in APL 23-001 or any superseding APL. In either instance, MCPs must submit the applicable SNC documentation for only

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<sup>11</sup> 42 CFR section 438.207(d).

the Network adequacy and access standards impacted by the significant change or noncompliance. If a significant change occurs within the 90 calendar days prior to the SNC annual submission date, the MCP can document the change as part of that RY SNC filing. For any significant changes that occur after the SNC annual submission date, the MCP should submit the applicable SNC documentation for only the Network adequacy and access standards impacted by the significant change and report the change in the SNC for that RY.

## **B. Subcontractor Network Criteria**

Subcontractors and Downstream Subcontractors can be MCPs that are delegated to arrange for the provision of Covered Services on behalf of another MCP, or any other entities that are delegated responsibility by MCPs and Subcontractors for specific services and/or populations such as medical groups, independent physician associations, clinics, and community-based organizations. Whether a Subcontractor or Downstream Subcontractor is fully or partially delegated for functions and obligations under their Subcontractor or Downstream Subcontractor Agreement, Subcontractor Networks are only required to meet the Network adequacy and access standards for the Members assigned to the Subcontractor Network, and for Covered Services the Subcontractor or Downstream Subcontractor is contracted to arrange for Members on behalf of the MCP or Subcontractor. Refer to the SNC Instruction Manual (Attachment A) for details on determining which standards each Subcontractor Network must meet based on populations served and services covered.

For the annual SNC, MCPs must include all Subcontractor Networks reported via the 274 Provider Network data file, unless the Subcontractor Network is exempt per the criteria listed below and the required documentation provided substantiates the exemption.<sup>12</sup> In addition to Service Areas where MCPs only contract directly with individual Providers and no Subcontractor Networks exist, the following describes the Subcontractor Networks that are exempt from SNC:

- 1) MCP only contracts with one Subcontractor Network in the Service Area, and no Providers directly contract with the MCP;

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<sup>12</sup> The documentation for submission to substantiate exemptions is outlined in the Subcontractor Network Certification Instruction Manual (Attachment A)

- 2) The Subcontractor Network only provides specialty or ancillary services;  
or
- 3) The Subcontractor Network only provides care through single case agreements and is not available to all the MCP's Members upon enrollment.

MCPs are to submit exemption requests with their SNC submission per the instructions provided in Attachment A using the Subcontractor Network Exemptions Request template (Attachment B). DHCS will review each exemption request and provide a formal notification of the disposition to the MCP. Approvals are valid for one calendar year until the next annual SNC filing.

### **C. Submission**

MCPs must submit the required SNC documentation to DHCS that accurately reflects the MCP's monitoring of Subcontractor Networks, no later than 45 days following the RY or, if the date falls on a weekend, the next Working Day. MCPs must submit all required SNC documentation as described in Attachment A with the correct file naming conventions through the DHCS Secure File Transfer Protocol site. MCPs that fail to submit complete and accurate SNC documentation by the SNC annual submission date are subject to the imposition of a corrective action plan (CAP) and/or other enforcement actions pursuant to the MCP Contract, Welfare and Institutions Code (WIC) section 14197.7(e), and APL 22-015 or any superseding APL.<sup>13</sup>

The SNC submission consists of three parts: (1) the Subcontractor Network Exemptions Request template (Attachment B), (2) the Network Adequacy and Access Assurances Report (NAAAR) (Attachment C), and (3) verification documents. The NAAAR, Attachment C, is a modified CMS reporting template containing two sections, Sections B and C, that MCPs are required to complete. Section A of the template is prepopulated with the state's Network adequacy and access standards for which MCPs must hold their Subcontractors accountable, as applicable per Subcontractor Network. Because these Network adequacy and access standards are the same as those DHCS uses to certify MCPs' Provider Networks through the ANC process, please refer to APL 23-001, or any superseding APL, for the specific time or distance, timely access, Provider to

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<sup>13</sup> State law is searchable at: <https://leginfo.legislature.ca.gov/>. MCP boilerplate contracts are available at: <https://www.dhcs.ca.gov/provgovpart/Pages/MMCDBoilerplateContracts.aspx>. APLs are searchable at: <https://www.dhcs.ca.gov/formsandpubs/Pages/AllPlanLetters.aspx>.

Member ratios, and mandatory Provider types standards MCPs must use to monitor the compliance of their Subcontractor Networks.

In Section B of the NAAAR, MCPs must delineate the types of analyses they use to monitor and determine the Network adequacy and access compliance of Subcontractor Networks. In Section C, MCPs report, in detail, the compliance results and findings of all the Subcontractor Network monitoring analyses conducted within the RY. Refer to Attachment A for detailed instructions on how to fill out the NAAAR.

The third part of the SNC submission is submission of documents for DHCS' review that verify the compliance results and findings reported on the NAAAR. Due to the size of California's Medicaid managed care program and the number of Subcontractor Networks, DHCS will verify documents for a subset of an MCP's Subcontractor Networks. DHCS will notify MCPs of the Subcontractor Networks to be sampled, at a minimum, at least 30 days in advance of the annual SNC submission date of 45 days after the end of the RY, or the next Working Day if the date falls on a weekend. MCPs are only required to send verification documents for Subcontractor Networks that DHCS notifies MCPs of that are to be sampled per Services Area/county for the specified RY.

A Service Area is the county or counties that the MCP is approved to operate in under the terms of their DHCS Contract. If the Service Area for a Subcontractor or Downstream Subcontractor is otherwise designated differently in the Subcontractor or Downstream Subcontractor Agreement, the MCP must show proof of that definition using the Subcontractor Network Exemptions Request (Attachment B).

To ensure every Subcontractor Network is verified, DHCS will remove the previously approved Subcontractor Network(s) from the MCP's pool of Subcontractor Networks after every annual SNC until all of the MCP's Subcontractor Networks have been sampled and verified. Once all of the MCP's Subcontractor Networks have been sampled and verified, the random selection cycle will begin again. Please refer to the Subcontractor Network Certification Instruction Manual (Attachment A) for more information about the required verification documents, including the list of acceptable types of documentation MCPs may submit to DHCS. DHCS may request additional MCP verification documents at any time in order to confirm that the information provided on the NAAAR is accurate. An MCP's failure to provide the requested documentation or

a determination by DHCS that the information in the SNC submission is invalid or inaccurate may lead to implementation of a CAP and/or other enforcement actions.

#### **D. Noncompliance**

All Subcontractor Network deficiencies impacting Member access to care, as identified by an MCP while monitoring, must result in the MCP, or the Subcontractor (if delegated utilization management), authorizing Covered Services from Out-of-Subcontractor Network (OOSN) Providers for Members in the deficient Subcontractor Network. OOSN Providers used to supplement a deficient Subcontractor Network may include Providers from an MCP's own direct Provider Network or those Out-of-Network when necessary. The MCP, or Subcontractor or Downstream Subcontractor which is delegated utilization management, must authorize Covered Services from OOSN Providers regardless of associated transportation or Provider costs until the deficiency is addressed. An MCP or Subcontractor must also ensure that the deficient Subcontractor or Downstream Subcontractor informs Members that OOSN access to services is available, and that the MCP's or Subcontractor's Member services staff are trained on Members' right to request OOSN access for Covered Services and transportation to Providers where the Subcontractor or Downstream Subcontractor is unable to comply with Network adequacy or access standards.

#### **E. Deficiencies and Corrective Action**

Upon completing the review of SNC submissions, DHCS will provide a CAP notification letter to each MCP found non-compliant with the SNC requirements of this APL, outlining the deficiencies and specific issues of noncompliance that the MCP must address. MCPs must provide an initial CAP response, no later than 30 calendar days after the issuance of the CAP notification letter, that details a plan of action and sets forth steps the MCP will take to correct the deficiencies identified.

MCPs have six months to correct all deficiencies during which time MCPs must provide DHCS with monthly status updates that demonstrate action steps the MCP is undertaking to address the CAP. DHCS may impose sanctions, or other appropriate enforcement actions, for failure to comply with Network adequacy

and access standards at the end of the six-month CAP period. If monetary sanctions are to be imposed, DHCS will consider the factors set forth in WIC section 14197.7(g) when assessing and determining the amount.

The requirements contained in this APL will necessitate a change in an MCP's contractually required P&Ps. MCPs must submit their updated P&Ps to their MCOD Contract Manager within 90 calendar 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.<sup>14</sup> These requirements must be communicated by each MCP to all Subcontractors and Network Providers.

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

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<sup>14</sup> For more information on Subcontractors and Network Providers, including the definition and applicable requirements, see APL 19-001, and any subsequent APLs on this topic.



# CalOptima Health

## Financial Summary

September 30, 2023

Board of Directors Meeting  
November 2, 2023

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: September 2023

| September 2023    |                  |                                     |              | July - September 2023             |                   |                    |                                      |                |
|-------------------|------------------|-------------------------------------|--------------|-----------------------------------|-------------------|--------------------|--------------------------------------|----------------|
| Actual            | Budget           | Variance                            | % Variance   |                                   | Actual            | Budget             | Variance                             | % Variance     |
| 979,148           | 959,564          | 19,584                              | 2.0%         | Member Months                     | 2,949,007         | 2,927,918          | 21,089                               | 0.7%           |
| 502,526,257       | 350,897,442      | 151,628,815                         | 43.2%        | Revenues                          | 1,227,643,964     | 1,069,494,271      | 158,149,693                          | 14.8%          |
| 470,936,218       | 323,505,345      | (147,430,873)                       | (45.6%)      | Medical Expenses                  | 1,121,935,884     | 993,255,230        | (128,680,654)                        | (13.0%)        |
| 19,504,662        | 20,382,917       | 878,255                             | 4.3%         | Administrative Expenses           | 53,606,826        | 61,576,959         | 7,970,133                            | 12.9%          |
| 12,085,377        | 7,009,180        | <del>298,181,433</del><br>5,076,197 | 72.4%        | Operating Margin                  | 52,101,254        | 14,662,082         | <del>278,860,214</del><br>37,439,172 | 255.3%         |
| 10,249,163        | 2,083,330        | 8,165,833                           | 392.0%       | Net Investment Income/(Loss)      | 37,431,937        | 6,249,990          | 31,181,947                           | 498.9%         |
| 34,295            | (32,713)         | 67,008                              | 204.8%       | Net Rental Income/Expense         | 67,629            | (98,139)           | 165,768                              | 168.9%         |
| (9,459,818)       | (1,003,219)      | (8,456,599)                         | (842.9%)     | Grant Income/(Expense)            | (28,965,738)      | (23,009,658)       | (5,956,080)                          | (25.9%)        |
| (291,842)         | -                | (291,842)                           | (100.0%)     | Other Income/(Expense)            | (830,018)         | -                  | (830,018)                            | (100.0%)       |
| 531,798           | 1,047,398        | (515,600)                           | (49.2%)      | Total Non-Operating Income (Loss) | 7,703,810         | (16,857,807)       | 24,561,617                           | 145.7%         |
| <b>12,617,175</b> | <b>8,056,578</b> | <b>4,560,597</b>                    | <b>56.6%</b> | <b>Change in Net Assets</b>       | <b>59,805,064</b> | <b>(2,195,725)</b> | <b>62,000,789</b>                    | <b>2823.7%</b> |
| 93.7%             | 92.2%            | 1.5%                                |              | Medical Loss Ratio                | 91.4%             | 92.9%              | (1.5%)                               |                |
| 3.9%              | 5.8%             | 1.9%                                |              | Administrative Loss Ratio         | 4.4%              | 5.8%               | 1.4%                                 |                |

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# Financial Highlights Notes: September 2023

- Notable events/items in September 2023
  - \$138 million in Calendar Year (CY) 2022 Hospital Directed Payments (DP) were received and disbursed
  - \$147 million of CY 2022 Hospital Quality Assurance Fee (HQAF) Program received but pending for a payment distribution list
  - \$10 million for Coalition of Orange County Community Health Centers recorded and cash was disbursed in October 2023
    - Year two (2) payment of a five (5) year Grant Agreement for Population Health and Value-Based Care Transformation program

# FY 2023-24: Management Summary

- Change in Net Assets Surplus or (Deficit)
  - Month To Date (MTD) September 2023: \$12.6 million, favorable to budget \$4.6 million or 56.6% driven primarily by favorable net enrollment and net investment income
  - Year To Date (YTD) July - September 2023: \$59.8 million, favorable to budget \$62.0 million or 2,823.7% due to enrollment and net investment income
- Enrollment
  - MTD: 979,148 member months, favorable to budget 19,584 or 2.0%
  - YTD: 2,949,007 member months, favorable to budget 21,089 or 0.7%

# FY 2023-24: Management Summary (cont.)

## ○ Revenue

- MTD: \$502.5 million, favorable to budget \$151.6 million or 43.2% driven by the Medi-Cal (MC) Line of Business (LOB) due to CY 2022 Hospital DP and favorable enrollment
- YTD: \$1,227.6 million, favorable to budget \$158.1 million or 14.8% driven primarily by CY 2022 Hospital DP and favorable enrollment

# FY 2023-24: Management Summary (cont.)

## ○ Medical Expenses

- MTD: \$470.9 million, unfavorable to budget \$147.4 million or 45.6% due primarily to CY 2022 Hospital DP and increased Crossover and Community Support claims
- YTD: \$1,121.9 million, unfavorable to budget \$128.7 million or 13.0% driven primarily by CY 2022 Hospital DP

# FY 2023-24: Management Summary (cont.)

- Administrative Expenses

- MTD: \$19.5 million, favorable to budget \$0.9 million or 4.3%
- YTD: \$53.6 million, favorable to budget \$8.0 million or 12.9%

- Non-Operating Income (Loss)

- MTD: \$0.5 million, unfavorable to budget \$0.5 million or 49.2%
- YTD: \$7.7 million, favorable to budget \$24.6 million or 145.7% due primarily to net investment income

# FY 2023-24: Key Financial Ratios

- Medical Loss Ratio (MLR)
  - MTD: Actual 93.7% (91.4% excluding DP), Budget 92.2%
  - YTD: Actual 91.4% (90.3% excluding DP), Budget 92.9%
- Administrative Loss Ratio (ALR)
  - MTD: Actual 3.9% (5.4% excluding DP), Budget 5.8%
  - YTD: Actual 4.4% (4.9% excluding DP), Budget 5.8%
- Balance Sheet Ratios
  - Current ratio\*: 1.5
  - Board Designated Reserve level: 1.75
  - Net-position: \$1.7 billion, including required Tangible Net Equity (TNE) of \$109.6 million

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

# Enrollment Summary: September 2023

| September      |                |                |                | July - September 2023         |                  |                  |                |                |
|----------------|----------------|----------------|----------------|-------------------------------|------------------|------------------|----------------|----------------|
| Actual         | Budget         | \$<br>Variance | %<br>Variance  | Enrollment (by Aid Category)  | Actual           | Budget           | \$<br>Variance | %<br>Variance  |
| 143,620        | 140,508        | 3,112          | 2.2%           | SPD                           | 430,072          | 424,661          | 5,411          | 1.3%           |
| 300,431        | 313,942        | (13,511)       | (4.3%)         | TANF Child                    | 906,453          | 949,906          | (43,453)       | (4.6%)         |
| 143,530        | 130,127        | 13,403         | 10.3%          | TANF Adult                    | 430,166          | 397,228          | 32,938         | 8.3%           |
| 2,957          | 3,118          | (161)          | (5.2%)         | LTC                           | 8,960            | 9,354            | (394)          | (4.2%)         |
| 359,010        | 342,319        | 16,691         | 4.9%           | MCE                           | 1,084,414        | 1,058,327        | 26,087         | 2.5%           |
| 11,327         | 11,388         | (61)           | (0.5%)         | WCM                           | 34,298           | 34,119           | 179            | 0.5%           |
| <b>960,875</b> | <b>941,402</b> | <b>19,473</b>  | <b>2.1%</b>    | <b>Medi-Cal Total</b>         | <b>2,894,363</b> | <b>2,873,595</b> | <b>20,768</b>  | <b>0.7%</b>    |
| <b>17,836</b>  | <b>17,700</b>  | <b>136</b>     | <b>0.8%</b>    | <b>OneCare</b>                | <b>53,346</b>    | <b>52,951</b>    | <b>395</b>     | <b>0.7%</b>    |
| <b>437</b>     | <b>462</b>     | <b>(25)</b>    | <b>(5.4%)</b>  | <b>PACE</b>                   | <b>1,298</b>     | <b>1,372</b>     | <b>(74)</b>    | <b>(5.4%)</b>  |
| <b>503</b>     | <b>568</b>     | <b>(65)</b>    | <b>(11.4%)</b> | <b>MSSP</b>                   | <b>1,506</b>     | <b>1,704</b>     | <b>(198)</b>   | <b>(11.6%)</b> |
| <b>979,148</b> | <b>959,564</b> | <b>19,584</b>  | <b>2.0%</b>    | <b>CalOptima Health Total</b> | <b>2,949,007</b> | <b>2,927,918</b> | <b>21,089</b>  | <b>0.7%</b>    |

\*CalOptima Health Total does not include MSSP

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# Consolidated Revenue & Expenses: September 2023 MTD

|                                      | Medi-Cal Classic/WCM | Medi-Cal Expansion | Total Medi-Cal      | OneCare             | OneCare Connect  | PACE              | MSSP               | Consolidated         |
|--------------------------------------|----------------------|--------------------|---------------------|---------------------|------------------|-------------------|--------------------|----------------------|
| <b>MEMBER MONTHS</b>                 | 601,865              | 359,010            | 960,875             | 17,836              |                  | 437               | 503                | 979,148              |
| <b>REVENUES</b>                      |                      |                    |                     |                     |                  |                   |                    |                      |
| Capitation Revenue                   | 247,215,296          | \$ 219,482,019     | \$ 466,697,315      | \$ 31,994,747       | \$ (90,231)      | \$ 3,714,251      | \$ 210,175         | \$ 502,526,257       |
| <b>Total Operating Revenue</b>       | <b>247,215,296</b>   | <b>219,482,019</b> | <b>466,697,315</b>  | <b>31,994,747</b>   | <b>(90,231)</b>  | <b>3,714,251</b>  | <b>210,175</b>     | <b>502,526,257</b>   |
| <b>MEDICAL EXPENSES</b>              |                      |                    |                     |                     |                  |                   |                    |                      |
| Provider Capitation                  | 60,457,736           | 49,020,490         | 109,478,226         | 13,067,276          |                  |                   |                    | 122,545,502          |
| Claims                               | 76,361,486           | 51,079,023         | 127,440,508         | 5,963,967           | 6,544            | 1,479,525         |                    | 134,890,544          |
| MLTSS                                | 42,385,236           | 5,729,518          | 48,114,753          | 81,920              | (13,330)         | 21,801            | 22,048             | 48,227,191           |
| Prescription Drugs                   | (394)                |                    | (394)               | 8,045,842           | (100,997)        | 508,626           |                    | 8,453,077            |
| Case Mgmt & Other Medical            | 92,193,154           | 61,907,355         | 154,100,509         | 1,480,406           | (4,767)          | 1,088,230         | 155,525            | 156,819,903          |
| <b>Total Medical Expenses</b>        | <b>271,397,217</b>   | <b>167,736,386</b> | <b>439,133,603</b>  | <b>28,639,410</b>   | <b>(112,551)</b> | <b>3,098,181</b>  | <b>177,573</b>     | <b>470,936,218</b>   |
| <b>Medical Loss Ratio</b>            | 109.8%               | 76.4%              | 94.1%               | 89.5%               | 124.7%           | 83.4%             | 84.5%              | 93.7%                |
| <b>GROSS MARGIN</b>                  | <b>(24,181,922)</b>  | <b>51,745,634</b>  | <b>27,563,712</b>   | <b>3,355,336</b>    | <b>22,320</b>    | <b>616,070</b>    | <b>32,601</b>      | <b>31,590,039</b>    |
| <b>ADMINISTRATIVE EXPENSES</b>       |                      |                    |                     |                     |                  |                   |                    |                      |
| Salaries & Benefits                  |                      |                    | 10,506,238          | 863,073             |                  | 156,817           | 81,639             | 11,607,768           |
| Non-Salary Operating Expenses        |                      |                    | 2,409,480           | 194,428             | (111)            | 9,741             | 1,333              | 2,614,872            |
| Depreciation & Amortization          |                      |                    | 756,027             |                     |                  | 1,186             |                    | 757,213              |
| Other Operating Expenses             |                      |                    | 4,010,030           | 41,317              |                  | 11,707            | 5,957              | 4,069,010            |
| Indirect Cost Allocation, Occupancy  |                      |                    | (282,864)           | 723,313             |                  | 12,710            | 2,641              | 455,800              |
| <b>Total Administrative Expenses</b> |                      |                    | <b>17,398,911</b>   | <b>1,822,130</b>    | <b>(111)</b>     | <b>192,161</b>    | <b>91,571</b>      | <b>19,504,662</b>    |
| <b>Administrative Loss Ratio</b>     |                      |                    | 3.7%                | 5.7%                | 0.1%             | 5.2%              | 43.6%              | 3.9%                 |
| <b>Operating Income/(Loss)</b>       |                      |                    | <b>10,164,801</b>   | <b>1,533,206</b>    | <b>22,431</b>    | <b>423,908</b>    | <b>(58,969)</b>    | <b>12,085,377</b>    |
| Investments and Other Non-Operating  |                      |                    | (291,842)           |                     |                  |                   |                    | 531,798              |
| <b>CHANGE IN NET ASSETS</b>          |                      |                    | <b>\$ 9,872,959</b> | <b>\$ 1,533,206</b> | <b>\$ 22,431</b> | <b>\$ 423,908</b> | <b>\$ (58,969)</b> | <b>\$ 12,617,175</b> |
| <b>BUDGETED CHANGE IN NET ASSETS</b> |                      |                    | 8,889,988           | (1,940,973)         | -                | 130,187           | (70,022)           | 8,056,578            |
| Variance to Budget - Fav/(Unfav)     |                      |                    | \$ 982,971          | \$ 3,474,179        | \$ 22,431        | \$ 293,721        | \$ 11,053          | \$ 4,560,597         |

# Consolidated Revenue & Expenses: September 2023 YTD

|                                      | Medi-Cal Classic/WCM | Medi-Cal Expansion | Total Medi-Cal       | OneCare           | OneCare Connect    | PACE                | MSSP                | Consolidated         |
|--------------------------------------|----------------------|--------------------|----------------------|-------------------|--------------------|---------------------|---------------------|----------------------|
| <b>MEMBER MONTHS</b>                 | 1,809,949            | 1,084,414          | 2,894,363            | 53,346            |                    | 1,298               | 1,506               | 2,949,007            |
| <b>REVENUES</b>                      |                      |                    |                      |                   |                    |                     |                     |                      |
| Capitation Revenue                   | 632,745,488          | \$ 489,066,650     | \$ 1,121,812,139     | \$ 95,466,063     | \$ (1,353,404)     | \$ 11,074,019       | \$ 645,147          | \$ 1,227,643,964     |
| <b>Total Operating Revenue</b>       | <b>632,745,488</b>   | <b>489,066,650</b> | <b>1,121,812,139</b> | <b>95,466,063</b> | <b>(1,353,404)</b> | <b>11,074,019</b>   | <b>645,147</b>      | <b>1,227,643,964</b> |
| <b>MEDICAL EXPENSES</b>              |                      |                    |                      |                   |                    |                     |                     |                      |
| Provider Capitation                  | 182,373,493          | 147,048,023        | 329,421,517          | 38,699,370        |                    |                     |                     | 368,120,886          |
| Claims                               | 220,376,049          | 143,809,557        | 364,185,606          | 21,023,026        | (57,196)           | 4,439,325           |                     | 389,590,761          |
| MLTSS                                | 122,065,377          | 16,139,591         | 138,204,968          | 245,824           | (17,616)           | 597                 | 64,384              | 138,498,157          |
| Prescription Drugs                   | (9,419)              |                    | (9,419)              | 24,955,358        | (1,819,345)        | 1,377,102           |                     | 24,503,696           |
| Case Mgmt & Other Medical            | 115,328,719          | 78,467,756         | 193,796,475          | 3,557,024         | 34,172             | 3,371,035           | 463,680             | 201,222,385          |
| <b>Total Medical Expenses</b>        | <b>640,134,219</b>   | <b>385,464,928</b> | <b>1,025,599,147</b> | <b>88,480,601</b> | <b>(1,859,986)</b> | <b>9,188,058</b>    | <b>528,064</b>      | <b>1,121,935,884</b> |
| <b>Medical Loss Ratio</b>            | 101.2%               | 78.8%              | 91.4%                | 92.7%             | 137.4%             | 83.0%               | 81.9%               | 91.4%                |
| <b>GROSS MARGIN</b>                  | <b>(7,388,731)</b>   | <b>103,601,723</b> | <b>96,212,992</b>    | <b>6,985,462</b>  | <b>506,582</b>     | <b>1,885,960</b>    | <b>117,084</b>      | <b>105,708,080</b>   |
| <b>ADMINISTRATIVE EXPENSES</b>       |                      |                    |                      |                   |                    |                     |                     |                      |
| Salaries & Benefits                  |                      |                    | 31,821,784           | 2,946,515         | (0)                | 460,124             | 287,633             | 35,516,055           |
| Non-Salary Operating Expenses        |                      |                    | 5,650,250            | 785,893           | (4,364)            | 48,415              | 4,020               | 6,484,213            |
| Depreciation & Amortization          |                      |                    | 2,512,491            |                   |                    | 3,375               |                     | 2,515,867            |
| Other Operating Expenses             |                      |                    | 7,725,316            | 139,015           |                    | 32,137              | 12,984              | 7,909,451            |
| Indirect Cost Allocation, Occupancy  |                      |                    | (1,499,093)          | 2,620,513         |                    | 42,119              | 17,701              | 1,181,239            |
| <b>Total Administrative Expenses</b> |                      |                    | <b>46,210,749</b>    | <b>6,491,935</b>  | <b>(4,364)</b>     | <b>586,169</b>      | <b>322,337</b>      | <b>53,606,826</b>    |
| <b>Administrative Loss Ratio</b>     |                      |                    | 4.1%                 | 6.8%              | 0.3%               | 5.3%                | 50.0%               | 4.4%                 |
| <b>Operating Income/(Loss)</b>       |                      |                    | <b>50,002,243</b>    | <b>493,527</b>    | <b>510,946</b>     | <b>1,299,791</b>    | <b>(205,253)</b>    | <b>52,101,254</b>    |
| Investments and Other Non-Operating  |                      |                    | (830,018)            |                   |                    |                     |                     | 7,703,810            |
| <b>CHANGE IN NET ASSETS</b>          |                      |                    | <b>\$ 49,172,225</b> | <b>\$ 493,527</b> | <b>\$ 510,946</b>  | <b>\$ 1,299,791</b> | <b>\$ (205,253)</b> | <b>\$ 59,805,064</b> |
| <b>BUDGETED CHANGE IN NET ASSETS</b> |                      |                    | 21,267,547           | (6,591,977)       | -                  | 200,592             | (214,080)           | (2,195,725)          |
| Variance to Budget - Fav/(Unfav)     |                      |                    | \$ 27,904,678        | \$ 7,085,504      | \$ 510,946         | \$ 1,099,199        | \$ 8,827            | \$ 62,000,789        |

# Balance Sheet: As of September 2023

## ASSETS

|   |                      |
|---|----------------------|
| <b>Current Assets</b>                       |                      |
| Operating Cash                              | \$1,118,731,643      |
| Short-term Investments                      | 1,721,466,143        |
| Receivables & Other Current Assets          | 462,537,293          |
| <b>Total Current Assets</b>                 | <b>3,302,735,079</b> |
| <b>Capital Assets</b>                       |                      |
| Capital Assets                              | 161,227,810          |
| Less Accumulated Depreciation               | (70,140,875)         |
| <b>Capital Assets, Net of Depreciation</b>  | <b>91,086,936</b>    |
| <b>Other Assets</b>                         |                      |
| Restricted Deposits                         | 300,000              |
| Board Designated Reserve                    | 580,532,039          |
| <b>Total Other Assets</b>                   | <b>580,832,039</b>   |
| <b>TOTAL ASSETS</b>                         | <b>3,974,654,054</b> |
| <b>Deferred Outflows</b>                    | <b>25,969,350</b>    |
| <b>TOTAL ASSETS &amp; DEFERRED OUTFLOWS</b> | <b>4,000,623,404</b> |

## LIABILITIES & NET POSITION

|   |                      |
|---|----------------------|
| <b>Current Liabilities</b>                                    |                      |
| Accounts Payable  | \$24,750,272         |
| Medical Claims Liability and Capitation Payable               | 1,956,001,869        |
| Capitation and Withholds                                      | 118,767,889          |
| Other Current Liabilities                                     | 86,030,318           |
| <b>Total Current Liabilities</b>                              | <b>2,185,550,348</b> |
| <b>Other Liabilities</b>                                      |                      |
| GASB 96 Subscription Liabilities                              | 14,510,742           |
| Postemployment Health Care Plan                               | 19,110,335           |
| Net Pension Liabilities                                       | 40,465,145           |
| <b>Total Other Liabilities</b>                                | <b>74,086,222</b>    |
| <b>TOTAL LIABILITIES</b>                                      | <b>2,259,636,570</b> |
| <b>Deferred Inflows</b>                                       | <b>11,175,516</b>    |
| <b>Net Position</b>   |                      |
| TNE   | 109,634,498          |
| Funds in Excess of TNE  | 1,620,176,820        |
| <b>TOTAL NET POSITION</b>                                     | <b>1,729,811,317</b> |
| <b>TOTAL LIABILITIES, DEFERRED INFLOWS &amp; NET POSITION</b> | <b>4,000,623,404</b> |

# Board Designated Reserve and TNE Analysis: As of September 2023

| Type                     | Reserve Name                 | Market Value       | Benchmark          |                    | Variance           |                     |
|--------------------------|------------------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
|                          |                              |                    | Low                | High               | Mkt - Low          | Mkt - High          |
|                          | Tier 1 - Payden & Rygel      | 236,858,904        |                    |                    |                    |                     |
|                          | Tier 1 - MetLife             | 234,983,802        |                    |                    |                    |                     |
| Board Designated Reserve |                              | 471,842,706        | 353,565,034        | 552,079,119        | 118,277,673        | (80,236,412)        |
|                          | Tier 2 - Payden & Rygel      | 54,472,840         |                    |                    |                    |                     |
|                          | Tier 2 - MetLife             | 54,216,492         |                    |                    |                    |                     |
| TNE Requirement          |                              | 108,689,332        | 109,634,498        | 109,634,498        | (945,166)          | (945,166)           |
| <b>Consolidated:</b>     |                              | <b>580,532,039</b> | <b>463,199,532</b> | <b>661,713,617</b> | <b>117,332,507</b> | <b>(81,181,578)</b> |
|                          | <i>Current reserve level</i> | <i>1.75</i>        | <i>1.40</i>        | <i>2.00</i>        |                    |                     |

# Net Assets Analysis: As of September 2023

| Category  | Item Description  | Amount (millions) | Approved Initiative | Expense to Date | %             |
|---|---|-------------------|---------------------|-----------------|---------------|
| <b>Total Net Position @ 9/30/2023</b>   |   | <b>\$1,729.8</b>  |                     |                 | <b>100.0%</b> |
| <b>Resources Assigned</b>   | Board Designated Reserve <sup>1</sup>                                       | <b>580.5</b>      |                     |                 | <b>33.6%</b>  |
|   | Capital Assets, net of Depreciation <sup>2</sup>                            | <b>91.1</b>       |                     |                 | <b>5.3%</b>   |
| <b>Resources Allocated<sup>3</sup></b>  | Homeless Health Initiative <sup>4</sup>                                     | \$19.9            | \$59.9              | \$40.0          | 1.2%          |
|   | Housing and Homelessness Initiative Program <sup>4</sup>                    | 69.4              | 97.2                | 27.8            | 4.0%          |
|   | Intergovernmental Transfers (IGT)   | 58.5              | 111.7               | 53.2            | 3.4%          |
|   | Digital Transformation and Workplace Modernization                          | 68.9              | 100.0               | 31.1            | 4.0%          |
|   | Mind OC Grant (Orange)  | 0.0               | 1.0                 | 1.0             | 0.0%          |
|   | Outreach Strategy for CalFresh, Redetermination support, and other programs | 6.6               | 8.0                 | 1.4             | 0.4%          |
|   | 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                                | 0.9               | 1.0                 | 0.1             | 0.1%          |
|   | General Awareness Campaign  | 1.0               | 2.7                 | 1.7             | 0.1%          |
|   | Member Health Needs Assessment  | 0.9               | 1.0                 | 0.1             | 0.1%          |
|   | Five-Year Hospital Quality Program Beginning MY 2023                        | 149.1             | 153.5               | 4.4             | 8.6%          |
|   | Medi-Cal Annual Wellness Initiative   | 2.2               | 3.8                 | 1.6             | 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                | 1.3               | 2.0                 | 0.7             | 0.1%          |
|   | National Alliance for Mental Illness Orange County Peer Support Program     | 4.5               | 5.0                 | 0.5             | 0.3%          |
|   | Community Living and PACE Center in the City of Tustin                      | 17.7              | 18.0                | 0.3             | 1.0%          |
|   | Stipend Program for Master of Social Works                                  | 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             | 2.9%          |
|   | Distribution Event- Naloxone  | 2.5               | 15.0                | 12.5            | 0.1%          |
|   | Garden Grove Bldg Improvement   | 10.5              | 10.5                | 0.0             | 0.6%          |
|   | Post-Pandemic Supplemental  | 90.6              | 107.5               | 16.9            | 5.2%          |
| <b>Subtotal:</b>  |   | <b>\$596.5</b>    | <b>\$830.5</b>      | <b>\$234.1</b>  | <b>34.5%</b>  |
| <b>Resources Available for New Initiatives Unallocated/Unassigned<sup>1</sup></b> |   | <b>\$461.7</b>    |                     |                 | <b>26.7%</b>  |

<sup>1</sup> Total of Board Designated Reserve and unallocated reserve amount can support approximately 92 days of CalOptima Health's current operations

<sup>2</sup> Increase due to the adoption of GASB 96 Subscription-Based Information Technology Arrangements

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

<sup>4</sup> See HHI and HHIP summary and Allocated Funds for list of Board approved initiatives

# Homeless Health Initiative and Allocated Funds: As of September 2023

| <b>Funds Allocation, approved initiatives:</b>  | <b>Allocated<br/>Amount</b> | <b>Utilized<br/>Amount</b> | <b>Remaining<br/>Approved<br/>Amount</b> |
|---|-----------------------------|----------------------------|--|
| 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 & Federal Qualified Health Center (FQHC)                   | 1,600,000                   | 1,600,000                  | -  |
| CalOptima Homeless Response Team  | 1,681,734                   | 1,681,734                  | -  |
| Homeless Coordination at Hospitals  | 10,000,000                  | 9,956,478                  | 43,522                                   |
| CalOptima Days, HCAP and FQHC Administrative Support                                    | 963,261                     | 662,709                    | 300,552                                  |
| FQHC (Community Health Center) Expansion  | 21,902                      | 21,902                     | -  |
| Homeless Clinical Access Program (HCAP) and CalOptima Days                              | 9,888,914                   | 3,170,400                  | 6,718,514                                |
| Vaccination Intervention and Member Incentive Strategy                                  | 400,000                     | 54,649                     | 345,351                                  |
| Street Medicine   | 8,000,000                   | 2,489,000                  | 5,511,000                                |
| Outreach and Engagement   | 7,000,000                   | -                          | 7,000,000                                |
| Housing and Homelessness Incentive Program (HHIP) <sup>1</sup>                          | 40,100,000                  | -                          | 40,100,000                               |
| <b>Subtotal of Approved Initiatives</b>   | <b>\$ 100,000,000</b>       | <b>\$ 39,981,061</b>       | <b>\$ 60,018,939</b>                     |
| Transfer of funds to HHIP <sup>1</sup>  | (40,100,000)                | -                          | (40,100,000)                             |
| <b>Program Total</b>  | <b>\$ 59,900,000</b>        | <b>\$ 39,981,061</b>       | <b>\$ 19,918,939</b>                     |

## **Notes:**

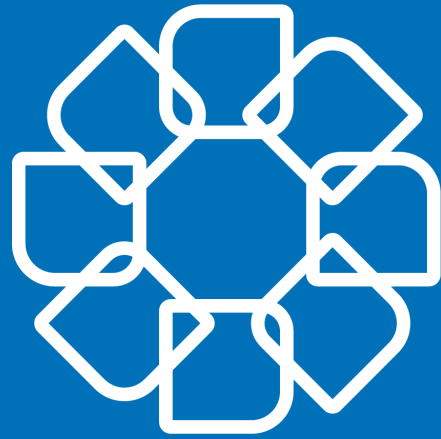
<sup>1</sup>On September 1, 2022, CalOptima Health's Board of Directors approved reallocation of \$40.1M from HHI to HHIP.

# Housing and Homelessness Incentive Program As of September 2023

| Funds Allocation, approved initiatives:                         | Allocated<br>Amount               | Utilized<br>Amount   | Remaining<br>Approved<br>Amount |
|---|-----------------------------------|----------------------|---------------------------------|
| Office of Care Coordination                                     | 2,200,000                         | 2,200,000            | -                               |
| Pulse For Good  | 800,000                           | 382,200              | 417,800                         |
| Consultant  | 600,000                           | -                    | 600,000                         |
| Equity Grants for Programs Serving Underrepresented Populations | 4,021,311                         | 1,461,149            | 2,560,162                       |
| Infrastructure Projects   | 5,832,314                         | 2,785,365            | 3,046,949                       |
| Capital Projects  | 73,247,369                        | 21,000,000           | 52,247,369                      |
| System Change Projects  | 10,180,000                        | -                    | 10,180,000                      |
| Non-Profit Healthcare Academy                                   | 354,530                           | -                    | 354,530                         |
| <b>Total of Approved Initiatives</b>                            | <b>\$ 97,235,524 <sup>1</sup></b> | <b>\$ 27,828,714</b> | <b>\$ 69,406,810</b>            |

## **Notes:**

<sup>1</sup>Total funding \$97.2M: \$40.1M Board-approved reallocation from HHI, \$22.3M from CalOptima Health existing reserves and \$34.8M from DHCS HHIP incentive payments



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## **UNAUDITED FINANCIAL STATEMENTS**

**September 30, 2023**

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**CalOptima Health - Consolidated  
Financial Highlights  
For the Three Months Ended September 30, 2023**

| Month-to-Date     |                  |                  |                |  | Year-to-Date      |                     |                   |                |
|-------------------|------------------|------------------|----------------|--|-------------------|---------------------|-------------------|----------------|
| Actual            | Budget           | \$<br>Variance   | %<br>Variance  |  | Actual            | Budget              | \$<br>Variance    | %<br>Variance  |
| 979,148           | 959,564          | 19,584           | 2.0%           | Member Months                            | 2,949,007         | 2,927,918           | 21,089            | 0.7%           |
| 502,526,257       | 350,897,442      | 151,628,815      | 43.2%          | Revenues                                 | 1,227,643,964     | 1,069,494,271       | 158,149,693       | 14.8%          |
| 470,936,218       | 323,505,345      | (147,430,873)    | (45.6%)        | Medical Expenses                         | 1,121,935,884     | 993,255,230         | (128,680,654)     | (13.0%)        |
| 19,504,662        | 20,382,917       | 878,255          | 4.3%           | Administrative Expenses                  | 53,606,826        | 61,576,959          | 7,970,133         | 12.9%          |
| <b>12,085,377</b> | <b>7,009,180</b> | <b>5,076,197</b> | <b>72.4%</b>   | <b>Operating Margin</b>                  | <b>52,101,254</b> | <b>14,662,082</b>   | <b>37,439,172</b> | <b>255.3%</b>  |
|                   |                  |                  |                | <b>Non-Operating Income (Loss)</b>       |                   |                     |                   |                |
| 10,249,163        | 2,083,330        | 8,165,833        | 392.0%         | Net Investment Income/Expense            | 37,431,937        | 6,249,990           | 31,181,947        | 498.9%         |
| 34,295            | (32,713)         | 67,008           | 204.8%         | Net Rental Income/Expense                | 67,629            | (98,139)            | 165,768           | 168.9%         |
| (9,459,818)       | (1,003,219)      | (8,456,599)      | (842.9%)       | Grant Expense                            | (28,965,738)      | (23,009,658)        | (5,956,080)       | (25.9%)        |
| (291,842)         | -                | (291,842)        | (100.0%)       | Other Income/Expense                     | (830,018)         | -                   | (830,018)         | (100.0%)       |
| <b>531,798</b>    | <b>1,047,398</b> | <b>(515,600)</b> | <b>(49.2%)</b> | <b>Total Non-Operating Income (Loss)</b> | <b>7,703,810</b>  | <b>(16,857,807)</b> | <b>24,561,617</b> | <b>145.7%</b>  |
| <b>12,617,175</b> | <b>8,056,578</b> | <b>4,560,597</b> | <b>56.6%</b>   | <b>Change in Net Assets</b>              | <b>59,805,064</b> | <b>(2,195,725)</b>  | <b>62,000,789</b> | <b>2823.7%</b> |
| 93.7%             | 92.2%            | 1.5%             |                | Medical Loss Ratio                       | 91.4%             | 92.9%               | (1.5%)            |                |
| 3.9%              | 5.8%             | 1.9%             |                | Administrative Loss Ratio                | 4.4%              | 5.8%                | 1.4%              |                |
| 2.4%              | 2.0%             | 0.4%             |                | Operating Margin Ratio                   | 4.2%              | 1.4%                | 2.9%              |                |
| 100.0%            | 100.0%           |                  |                | Total Operating                          | 100.0%            | 100.0%              |                   |                |
| 91.4%             | 92.2%            | (0.8%)           |                | *MLR (excluding Directed Payments)       | 90.3%             | 92.9%               | (2.6%)            |                |
| 5.4%              | 5.8%             | 0.5%             |                | *ALR (excluding Directed Payments)       | 4.9%              | 5.8%                | 0.8%              |                |

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

**CalOptima Health - Consolidated  
Full Time Employee Data  
For the Three Months Ended September 30, 2023**

| <b>Total FTE's MTD</b> |        |        |           |
|------------------------|--------|--------|-----------|
|                        | Actual | Budget | Fav/Unfav |
| Medi-Cal               | 1261   | 1352   | 91        |
| OneCare                | 183    | 197    | 14        |
| PACE                   | 102    | 101    | (2)       |
| MSSP                   | 20     | 24     | 4         |
| <b>Total</b>           | 1566   | 1673   | 107       |

| <b>Total FTE's YTD</b> |        |        |           |
|------------------------|--------|--------|-----------|
|                        | Actual | Budget | Fav/Unfav |
| Medi-Cal               | 3763   | 4057   | 294       |
| OneCare                | 546    | 591    | 45        |
| PACE                   | 309    | 302    | (8)       |
| MSSP                   | 63     | 71     | 8         |
| <b>Total</b>           | 4681   | 5020   | 339       |

| <b>MM per FTE MTD</b> |        |        |           |
|-----------------------|--------|--------|-----------|
|                       | Actual | Budget | Fav/Unfav |
| Medi-Cal              | 762    | 696    | (66)      |
| OneCare               | 98     | 90     | (8)       |
| PACE                  | 4      | 5      | 0         |
| MSSP                  | 25     | 24     | (1)       |
| <b>Total</b>          | 625    | 573    | (52)      |

| <b>MM per FTE YTD</b> |        |        |           |
|-----------------------|--------|--------|-----------|
|                       | Actual | Budget | Fav/Unfav |
| Medi-Cal              | 769    | 708    | (61)      |
| OneCare               | 98     | 90     | (8)       |
| PACE                  | 4      | 5      | 0         |
| MSSP                  | 24     | 24     | 0         |
| <b>Total</b>          | 630    | 583    | (47)      |

| <b>Open Positions</b> |        |         |       |
|-----------------------|--------|---------|-------|
|                       | Total  | Medical | Admin |
| Medi-Cal              | 88.00  | 29.75   | 58.25 |
| OneCare               | 4.00   | 2.00    | 2.00  |
| PACE                  | 6.00   | 6.00    | 0.00  |
| MSSP                  | 3.00   | 2.00    | 1.00  |
| <b>Total</b>          | 101.00 | 39.75   | 61.25 |

**CalOptima Health - Consolidated  
Statement of Revenues and Expenses  
For the One Month Ended September 30, 2023**

|                                       | <b>Actual</b>      |               | <b>Budget</b>      |               | <b>Variance</b>      |                 |
|---------------------------------------|--------------------|---------------|--------------------|---------------|----------------------|-----------------|
|                                       | <b>\$</b>          | <b>PMPM</b>   | <b>\$</b>          | <b>PMPM</b>   | <b>\$</b>            | <b>PMPM</b>     |
| <b>MEMBER MONTHS</b>                  | 979,148            |               | 959,564            |               | 19,584               |                 |
| <b>REVENUE</b>                        |                    |               |                    |               |                      |                 |
| Medi-Cal                              | \$ 466,697,315     | \$ 485.70     | \$ 315,249,205     | \$ 334.87     | \$ 151,448,110       | \$ 150.83       |
| OneCare                               | 31,994,747         | 1,793.83      | 31,454,432         | 1,777.09      | 540,315              | 16.74           |
| OneCare Connect                       | (90,231)           |               | -                  |               | (90,231)             | -               |
| PACE                                  | 3,714,251          | 8,499.43      | 3,940,287          | 8,528.76      | (226,036)            | (29.33)         |
| MSSP                                  | 210,175            | 417.84        | 253,518            | 446.33        | (43,343)             | (28.49)         |
| Total Operating Revenue               | <u>502,526,257</u> | <u>513.23</u> | <u>350,897,442</u> | <u>365.68</u> | <u>151,628,815</u>   | <u>147.55</u>   |
| <b>MEDICAL EXPENSES</b>               |                    |               |                    |               |                      |                 |
| Medi-Cal                              | 439,133,603        | 457.01        | 288,907,150        | 306.89        | (150,226,453)        | (150.12)        |
| OneCare                               | 28,639,410         | 1,605.71      | 30,765,891         | 1,738.19      | 2,126,481            | 132.48          |
| OneCare Connect                       | (112,551)          |               |                    |               | 112,551              | -               |
| PACE                                  | 3,098,181          | 7,089.66      | 3,614,635          | 7,823.89      | 516,454              | 734.23          |
| MSSP                                  | 177,573            | 353.03        | 217,669            | 383.22        | 40,096               | 30.19           |
| Total Medical Expenses                | <u>470,936,218</u> | <u>480.97</u> | <u>323,505,345</u> | <u>337.14</u> | <u>(147,430,873)</u> | <u>(143.83)</u> |
| <b>GROSS MARGIN</b>                   | 31,590,039         | 32.26         | 27,392,097         | 28.54         | 4,197,942            | 3.72            |
| <b>ADMINISTRATIVE EXPENSES</b>        |                    |               |                    |               |                      |                 |
| Salaries and Benefits                 | 11,607,768         | 11.85         | 12,175,857         | 12.69         | 568,089              | 0.84            |
| Professional Fees                     | 589,564            | 0.60          | 1,048,795          | 1.09          | 459,231              | 0.49            |
| Purchased Services                    | 1,334,007          | 1.36          | 2,206,248          | 2.30          | 872,241              | 0.94            |
| Printing & Postage                    | 691,301            | 0.71          | 542,126            | 0.56          | (149,175)            | (0.15)          |
| Depreciation & Amortization           | 757,213            | 0.77          | 400,900            | 0.42          | (356,313)            | (0.35)          |
| Other Expenses                        | 4,069,010          | 4.16          | 3,564,112          | 3.71          | (504,898)            | (0.45)          |
| Indirect Cost Allocation, Occupancy   | 455,800            | 0.47          | 444,879            | 0.46          | (10,921)             | (0.01)          |
| Total Administrative Expenses         | <u>19,504,662</u>  | <u>19.92</u>  | <u>20,382,917</u>  | <u>21.24</u>  | <u>878,255</u>       | <u>1.32</u>     |
| <b>INCOME (LOSS) FROM OPERATIONS</b>  | 12,085,377         | 12.34         | 7,009,180          | 7.30          | 5,076,197            | 5.04            |
| <b>INVESTMENT INCOME</b>              |                    |               |                    |               |                      |                 |
| Interest Income                       | 12,443,574         | 12.71         | 2,083,330          | 2.17          | 10,360,244           | 10.54           |
| Realized Gain/(Loss) on Investments   | (374,972)          | (0.38)        | -                  | -             | (374,972)            | (0.38)          |
| Unrealized Gain/(Loss) on Investments | (1,819,438)        | (1.86)        | -                  | -             | (1,819,438)          | (1.86)          |
| Total Investment Income               | <u>10,249,163</u>  | <u>10.47</u>  | <u>2,083,330</u>   | <u>2.17</u>   | <u>8,165,833</u>     | <u>8.30</u>     |
| <b>NET RENTAL INCOME</b>              | 34,295             | 0.04          | (32,713)           | (0.03)        | 67,008               | 0.07            |
| <b>TOTAL GRANT EXPENSE</b>            | (9,459,818)        | (9.66)        | (1,003,219)        | (1.05)        | (8,456,599)          | (8.61)          |
| <b>OTHER INCOME/EXPENSE</b>           | (291,842)          | (0.30)        | -                  | -             | (291,842)            | (0.30)          |
| <b>CHANGE IN NET ASSETS</b>           | <u>12,617,175</u>  | <u>12.89</u>  | <u>8,056,578</u>   | <u>8.40</u>   | <u>4,560,597</u>     | <u>4.49</u>     |
| <b>MEDICAL LOSS RATIO</b>             | 93.7%              |               | 92.2%              |               | 1.5%                 |                 |
| <b>ADMINISTRATIVE LOSS RATIO</b>      | 3.9%               |               | 5.8%               |               | 1.9%                 |                 |

**CalOptima Health- Consolidated**  
**Statement of Revenues and Expenses**  
**For the Three Months Ended September 30, 2023**

|                                       | Actual               |               | Budget               |               | Variance             |                |
|---------------------------------------|----------------------|---------------|----------------------|---------------|----------------------|----------------|
|                                       | \$                   | PMPM          | \$                   | PMPM          | \$                   | PMPM           |
| <b>MEMBER MONTHS</b>                  | 2,949,007            |               | 2,927,918            |               | 21,089               |                |
| <b>REVENUE</b>                        |                      |               |                      |               |                      |                |
| Medi-Cal                              | \$ 1,121,812,139     | \$ 387.59     | 962,644,489          | \$ 335.00     | \$ 159,167,650       | \$ 52.59       |
| OneCare                               | 95,466,063           | 1,789.56      | 94,360,816           | 1,782.04      | 1,105,247            | 7.52           |
| OneCare Connect                       | (1,353,404)          |               | -                    |               | (1,353,404)          | 0.00           |
| PACE                                  | 11,074,019           | 8,531.60      | 11,728,412           | 8,548.41      | (654,393)            | (16.81)        |
| MSSP                                  | 645,147              | 428.38        | 760,554              | 446.33        | (115,407)            | (17.95)        |
| Total Operating Revenue               | <u>1,227,643,964</u> | <u>416.29</u> | <u>1,069,494,271</u> | <u>365.27</u> | <u>158,149,693</u>   | <u>51.02</u>   |
| <b>MEDICAL EXPENSES</b>               |                      |               |                      |               |                      |                |
| Medi-Cal                              | 1,025,599,147        | 354.34        | 888,655,815          | 309.25        | (136,943,332)        | (45.09)        |
| OneCare                               | 88,480,601           | 1,658.62      | 93,011,990           | 1,756.57      | 4,531,389            | 97.95          |
| OneCare Connect                       | (1,859,986)          |               |                      |               | 1,859,986            | 0.00           |
| PACE                                  | 9,188,058            | 7,078.63      | 10,934,418           | 7,969.69      | 1,746,360            | 891.06         |
| MSSP                                  | 528,064              | 350.64        | 653,007              | 383.22        | 124,943              | 32.58          |
| Total Medical Expenses                | <u>1,121,935,884</u> | <u>380.45</u> | <u>993,255,230</u>   | <u>339.24</u> | <u>(128,680,654)</u> | <u>(41.21)</u> |
| <b>GROSS MARGIN</b>                   | 105,708,080          | 35.84         | 76,239,041           | 26.03         | 29,469,039           | 9.81           |
| <b>ADMINISTRATIVE EXPENSES</b>        |                      |               |                      |               |                      |                |
| Salaries and Benefits                 | 35,516,055           | 12.04         | 37,060,058           | 12.66         | 1,544,003            | 0.62           |
| Professional Fees                     | 1,593,771            | 0.54          | 3,136,530            | 1.07          | 1,542,759            | 0.53           |
| Purchased Services                    | 3,364,525            | 1.14          | 6,376,374            | 2.18          | 3,011,849            | 1.04           |
| Printing & Postage                    | 1,525,918            | 0.52          | 1,768,378            | 0.60          | 242,460              | 0.08           |
| Depreciation & Amortization           | 2,515,867            | 0.85          | 1,202,700            | 0.41          | (1,313,167)          | (0.44)         |
| Other Expenses                        | 7,909,451            | 2.68          | 10,698,282           | 3.65          | 2,788,831            | 0.97           |
| Indirect Cost Allocation, Occupancy   | 1,181,239            | 0.40          | 1,334,637            | 0.46          | 153,398              | 0.06           |
| Total Administrative Expenses         | <u>53,606,826</u>    | <u>18.18</u>  | <u>61,576,959</u>    | <u>21.03</u>  | <u>7,970,133</u>     | <u>2.85</u>    |
| <b>INCOME (LOSS) FROM OPERATIONS</b>  | 52,101,254           | 17.67         | 14,662,082           | 5.01          | 37,439,172           | 12.66          |
| <b>INVESTMENT INCOME</b>              |                      |               |                      |               |                      |                |
| Interest Income                       | 36,616,913           | 12.42         | 6,249,990            | 2.13          | 30,366,923           | 10.29          |
| Realized Gain/(Loss) on Investments   | (1,921,294)          | (0.65)        | -                    | 0.00          | (1,921,294)          | (0.65)         |
| Unrealized Gain/(Loss) on Investments | 2,736,318            | 0.93          | -                    | 0.00          | 2,736,318            | 0.93           |
| Total Investment Income               | <u>37,431,937</u>    | <u>12.69</u>  | <u>6,249,990</u>     | <u>2.13</u>   | <u>31,181,947</u>    | <u>10.56</u>   |
| <b>NET RENTAL INCOME</b>              | 67,629               | 0.02          | (98,139)             | (0.03)        | 165,768              | 0.05           |
| <b>TOTAL GRANT EXPENSE</b>            | (28,965,738)         | (9.82)        | (23,009,658)         | (7.86)        | (5,956,080)          | (1.96)         |
| <b>OTHER INCOME/EXPENSE</b>           | (830,018)            | (0.28)        | -                    | 0.00          | (830,018)            | (0.28)         |
| <b>CHANGE IN NET ASSETS</b>           | <u>59,805,064</u>    | <u>20.28</u>  | <u>(2,195,725)</u>   | <u>(0.75)</u> | <u>62,000,789</u>    | <u>21.03</u>   |
| <b>MEDICAL LOSS RATIO</b>             | 91.4%                |               | 92.9%                |               | (1.5%)               |                |
| <b>ADMINISTRATIVE LOSS RATIO</b>      | 4.4%                 |               | 5.8%                 |               | 1.4%                 |                |

**CalOptima Health - Consolidated - Month to Date**  
**Statement of Revenues and Expenses by LOB**  
**For the One Month Ended September 30, 2023**

|                                      | Medi-Cal Classic/WCM | Medi-Cal Expansion | Total Medi-Cal      | OneCare             | OneCare Connect  | PACE              | MSSP               | Consolidated         |
|--------------------------------------|----------------------|--------------------|---------------------|---------------------|------------------|-------------------|--------------------|----------------------|
| <b>MEMBER MONTHS</b>                 | 601,865              | 359,010            | 960,875             | 17,836              |                  | 437               | 503                | 979,148              |
| <b>REVENUES</b>                      |                      |                    |                     |                     |                  |                   |                    |                      |
| Capitation Revenue                   | 247,215,296          | \$ 219,482,019     | \$ 466,697,315      | \$ 31,994,747       | \$ (90,231)      | \$ 3,714,251      | \$ 210,175         | \$ 502,526,257       |
| <b>Total Operating Revenue</b>       | <b>247,215,296</b>   | <b>219,482,019</b> | <b>466,697,315</b>  | <b>31,994,747</b>   | <b>(90,231)</b>  | <b>3,714,251</b>  | <b>210,175</b>     | <b>502,526,257</b>   |
| <b>MEDICAL EXPENSES</b>              |                      |                    |                     |                     |                  |                   |                    |                      |
| Provider Capitation                  | 60,457,736           | 49,020,490         | 109,478,226         | 13,067,276          |                  |                   |                    | 122,545,502          |
| Claims                               | 76,361,486           | 51,079,023         | 127,440,508         | 5,963,967           | 6,544            | 1,479,525         |                    | 134,890,544          |
| MLTSS                                | 42,385,236           | 5,729,518          | 48,114,753          | 81,920              | (13,330)         | 21,801            | 22,048             | 48,227,191           |
| Prescription Drugs                   | (394)                |                    | (394)               | 8,045,842           | (100,997)        | 508,626           |                    | 8,453,077            |
| Case Mgmt & Other Medical            | 92,193,154           | 61,907,355         | 154,100,509         | 1,480,406           | (4,767)          | 1,088,230         | 155,525            | 156,819,903          |
| <b>Total Medical Expenses</b>        | <b>271,397,217</b>   | <b>167,736,386</b> | <b>439,133,603</b>  | <b>28,639,410</b>   | <b>(112,551)</b> | <b>3,098,181</b>  | <b>177,573</b>     | <b>470,936,218</b>   |
| <i>Medical Loss Ratio</i>            | <i>109.8%</i>        | <i>76.4%</i>       | <i>94.1%</i>        | <i>89.5%</i>        | <i>124.7%</i>    | <i>83.4%</i>      | <i>84.5%</i>       | <i>93.7%</i>         |
| <b>GROSS MARGIN</b>                  | <b>(24,181,922)</b>  | <b>51,745,634</b>  | <b>27,563,712</b>   | <b>3,355,336</b>    | <b>22,320</b>    | <b>616,070</b>    | <b>32,601</b>      | <b>31,590,039</b>    |
| <b>ADMINISTRATIVE EXPENSES</b>       |                      |                    |                     |                     |                  |                   |                    |                      |
| Salaries & Benefits                  |                      |                    | 10,506,238          | 863,073             |                  | 156,817           | 81,639             | 11,607,768           |
| Non-Salary Operating Expenses        |                      |                    | 2,409,480           | 194,428             | (111)            | 9,741             | 1,333              | 2,614,872            |
| Depreciation & Amortization          |                      |                    | 756,027             |                     |                  | 1,186             |                    | 757,213              |
| Other Operating Expenses             |                      |                    | 4,010,030           | 41,317              |                  | 11,707            | 5,957              | 4,069,010            |
| Indirect Cost Allocation, Occupancy  |                      |                    | (282,864)           | 723,313             |                  | 12,710            | 2,641              | 455,800              |
| <b>Total Administrative Expenses</b> |                      |                    | <b>17,398,911</b>   | <b>1,822,130</b>    | <b>(111)</b>     | <b>192,161</b>    | <b>91,571</b>      | <b>19,504,662</b>    |
| <i>Administrative Loss Ratio</i>     |                      |                    | <i>3.7%</i>         | <i>5.7%</i>         | <i>0.1%</i>      | <i>5.2%</i>       | <i>43.6%</i>       | <i>3.9%</i>          |
| <b>Operating Income/(Loss)</b>       |                      |                    | <b>10,164,801</b>   | <b>1,533,206</b>    | <b>22,431</b>    | <b>423,908</b>    | <b>(58,969)</b>    | <b>12,085,377</b>    |
| Investments and Other Non-Operating  |                      |                    | (291,842)           |                     |                  |                   |                    | 531,798              |
| <b>CHANGE IN NET ASSETS</b>          |                      |                    | <b>\$ 9,872,959</b> | <b>\$ 1,533,206</b> | <b>\$ 22,431</b> | <b>\$ 423,908</b> | <b>\$ (58,969)</b> | <b>\$ 12,617,175</b> |
| <b>BUDGETED CHANGE IN NET ASSETS</b> |                      |                    | 8,889,988           | (1,940,973)         | -                | 130,187           | (70,022)           | 8,056,578            |
| Variance to Budget - Fav/(Unfav)     |                      |                    | \$ 982,971          | \$ 3,474,179        | \$ 22,431        | \$ 293,721        | \$ 11,053          | \$ 4,560,597         |

**CalOptima Health - Consolidated - Month to Date**  
**Statement of Revenues and Expenses by LOB**  
**For the Three Months Ended September 30, 2023**

|                                      | Medi-Cal Classic/WCM | Medi-Cal Expansion | Total Medi-Cal       | OneCare           | OneCare Connect    | PACE                | MSSP                | Consolidated         |
|--------------------------------------|----------------------|--------------------|----------------------|-------------------|--------------------|---------------------|---------------------|----------------------|
| <b>MEMBER MONTHS</b>                 | 1,809,949            | 1,084,414          | 2,894,363            | 53,346            |                    | 1,298               | 1,506               | 2,949,007            |
| <b>REVENUES</b>                      |                      |                    |                      |                   |                    |                     |                     |                      |
| Capitation Revenue                   | 632,745,488          | \$ 489,066,650     | \$ 1,121,812,139     | \$ 95,466,063     | \$ (1,353,404)     | \$ 11,074,019       | \$ 645,147          | \$ 1,227,643,964     |
| <b>Total Operating Revenue</b>       | <b>632,745,488</b>   | <b>489,066,650</b> | <b>1,121,812,139</b> | <b>95,466,063</b> | <b>(1,353,404)</b> | <b>11,074,019</b>   | <b>645,147</b>      | <b>1,227,643,964</b> |
| <b>MEDICAL EXPENSES</b>              |                      |                    |                      |                   |                    |                     |                     |                      |
| Provider Capitation                  | 182,373,493          | 147,048,023        | 329,421,517          | 38,699,370        |                    |                     |                     | 368,120,886          |
| Claims                               | 220,376,049          | 143,809,557        | 364,185,606          | 21,023,026        | (57,196)           | 4,439,325           |                     | 389,590,761          |
| MLTSS                                | 122,065,377          | 16,139,591         | 138,204,968          | 245,824           | (17,616)           | 597                 | 64,384              | 138,498,157          |
| Prescription Drugs                   | (9,419)              |                    | (9,419)              | 24,955,358        | (1,819,345)        | 1,377,102           |                     | 24,503,696           |
| Case Mgmt & Other Medical            | 115,328,719          | 78,467,756         | 193,796,475          | 3,557,024         | 34,172             | 3,371,035           | 463,680             | 201,222,385          |
| <b>Total Medical Expenses</b>        | <b>640,134,219</b>   | <b>385,464,928</b> | <b>1,025,599,147</b> | <b>88,480,601</b> | <b>(1,859,986)</b> | <b>9,188,058</b>    | <b>528,064</b>      | <b>1,121,935,884</b> |
| <i>Medical Loss Ratio</i>            | <i>101.2%</i>        | <i>78.8%</i>       | <i>91.4%</i>         | <i>92.7%</i>      | <i>137.4%</i>      | <i>83.0%</i>        | <i>81.9%</i>        | <i>91.4%</i>         |
| <b>GROSS MARGIN</b>                  | <b>(7,388,731)</b>   | <b>103,601,723</b> | <b>96,212,992</b>    | <b>6,985,462</b>  | <b>506,582</b>     | <b>1,885,960</b>    | <b>117,084</b>      | <b>105,708,080</b>   |
| <b>ADMINISTRATIVE EXPENSES</b>       |                      |                    |                      |                   |                    |                     |                     |                      |
| Salaries & Benefits                  |                      |                    | 31,821,784           | 2,946,515         | (0)                | 460,124             | 287,633             | 35,516,055           |
| Non-Salary Operating Expenses        |                      |                    | 5,650,250            | 785,893           | (4,364)            | 48,415              | 4,020               | 6,484,213            |
| Depreciation & Amortization          |                      |                    | 2,512,491            |                   |                    | 3,375               |                     | 2,515,867            |
| Other Operating Expenses             |                      |                    | 7,725,316            | 139,015           |                    | 32,137              | 12,984              | 7,909,451            |
| Indirect Cost Allocation, Occupancy  |                      |                    | (1,499,093)          | 2,620,513         |                    | 42,119              | 17,701              | 1,181,239            |
| <b>Total Administrative Expenses</b> |                      |                    | <b>46,210,749</b>    | <b>6,491,935</b>  | <b>(4,364)</b>     | <b>586,169</b>      | <b>322,337</b>      | <b>53,606,826</b>    |
| <i>Administrative Loss Ratio</i>     |                      |                    | <i>4.1%</i>          | <i>6.8%</i>       | <i>0.3%</i>        | <i>5.3%</i>         | <i>50.0%</i>        | <i>4.4%</i>          |
| <b>Operating Income/(Loss)</b>       |                      |                    | <b>50,002,243</b>    | <b>493,527</b>    | <b>510,946</b>     | <b>1,299,791</b>    | <b>(205,253)</b>    | <b>52,101,254</b>    |
| Investments and Other Non-Operating  |                      |                    | (830,018)            |                   |                    |                     |                     | 7,703,810            |
| <b>CHANGE IN NET ASSETS</b>          |                      |                    | <b>\$ 49,172,225</b> | <b>\$ 493,527</b> | <b>\$ 510,946</b>  | <b>\$ 1,299,791</b> | <b>\$ (205,253)</b> | <b>\$ 59,805,064</b> |
| <b>BUDGETED CHANGE IN NET ASSETS</b> |                      |                    | 21,267,547           | (6,591,977)       | -                  | 200,592             | (214,080)           | (2,195,725)          |
| Variance to Budget - Fav/(Unfav)     |                      |                    | \$ 27,904,678        | \$ 7,085,504      | \$ 510,946         | \$ 1,099,199        | \$ 8,827            | \$ 62,000,789        |

# CalOptima Health

## Unaudited Financial Statements as of September 30, 2023

### MONTHLY RESULTS:

- Change in Net Assets is \$12.6 million, \$4.6 million favorable to budget
- Operating surplus is \$12.1 million, with a surplus in non-operating income of \$0.5 million

### YEAR TO DATE RESULTS:

- Change in Net Assets is \$59.8 million, \$62.0 million favorable to budget
- Operating surplus is \$52.1 million, with a surplus in non-operating income of \$7.7 million

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

| September 2023 |               |                 |  | July 2023 - September 2023 |               |                 |
|----------------|---------------|-----------------|--|----------------------------|---------------|-----------------|
| <u>Actual</u>  | <u>Budget</u> | <u>Variance</u> |  | <u>Actual</u>              | <u>Budget</u> | <u>Variance</u> |
| 10.2           | 8.9           | 1.3             | <b>Operating Income (Loss)</b>           | 50.0                       | 21.3          | 28.7            |
| 1.5            | (1.9)         | 3.5             | Medi-Cal                                 | 0.5                        | (6.6)         | 7.1             |
| 0.0            | 0.0           | 0.0             | OneCare                                  | 0.5                        | 0.0           | 0.5             |
| 0.4            | 0.1           | 0.3             | OCC                                      | 1.3                        | 0.2           | 1.1             |
| (0.1)          | (0.1)         | 0.0             | PACE                                     | (0.2)                      | (0.2)         | 0.0             |
| 12.1           | 7.0           | 5.1             | MSSP                                     | 52.1                       | 14.7          | 37.4            |
|                |               |                 | <b>Total Operating Income (Loss)</b>     |                            |               |                 |
|                |               |                 | <b>Non-Operating Income (Loss)</b>       |                            |               |                 |
| 10.2           | 2.1           | 8.2             | Net Investment Income/Expense            | 37.4                       | 6.2           | 31.2            |
| 0.0            | (0.0)         | 0.1             | Net Rental Income/Expense                | 0.1                        | (0.1)         | 0.2             |
| 0.0            | 0.0           | 0.0             | Net Operating Tax                        | 0.0                        | 0.0           | 0.0             |
| (9.5)          | (1.0)         | (8.5)           | Grant Expense                            | (29.0)                     | (23.0)        | (6.0)           |
| 0.0            | 0.0           | 0.0             | Net QAF & IGT Income/Expense             | 0.0                        | 0.0           | 0.0             |
| (0.3)          | 0.0           | (0.3)           | Other Income/Expense                     | (0.8)                      | 0.0           | (0.8)           |
| 0.5            | 1.0           | (0.5)           | <b>Total Non-Operating Income/(Loss)</b> | 7.7                        | (16.9)        | 24.6            |
| 12.6           | 8.1           | 4.6             | <b>TOTAL</b>                             | 59.8                       | (2.2)         | 62.0            |

**CalOptima Health - Consolidated  
Enrollment Summary  
For the Three Months Ended September 30, 2023**

| September 2023                 |                |                              |                             | Enrollment (by Aid Category)  | July - September 2023 |                  |                              |                             |
|--------------------------------|----------------|------------------------------|-----------------------------|-------------------------------|-----------------------|------------------|------------------------------|-----------------------------|
| <u>Actual</u>                  | <u>Budget</u>  | <u>\$</u><br><u>Variance</u> | <u>%</u><br><u>Variance</u> |                               | <u>Actual</u>         | <u>Budget</u>    | <u>\$</u><br><u>Variance</u> | <u>%</u><br><u>Variance</u> |
| 143,620                        | 140,508        | 3,112                        | 2.2%                        | SPD                           | 430,072               | 424,661          | 5,411                        | 1.3%                        |
| 300,431                        | 313,942        | (13,511)                     | (4.3%)                      | TANF Child                    | 906,453               | 949,906          | (43,453)                     | (4.6%)                      |
| 143,530                        | 130,127        | 13,403                       | 10.3%                       | TANF Adult                    | 430,166               | 397,228          | 32,938                       | 8.3%                        |
| 2,957                          | 3,118          | (161)                        | (5.2%)                      | LTC                           | 8,960                 | 9,354            | (394)                        | (4.2%)                      |
| 359,010                        | 342,319        | 16,691                       | 4.9%                        | MCE                           | 1,084,414             | 1,058,327        | 26,087                       | 2.5%                        |
| 11,327                         | 11,388         | (61)                         | (0.5%)                      | WCM                           | 34,298                | 34,119           | 179                          | 0.5%                        |
| <b>960,875</b>                 | <b>941,402</b> | <b>19,473</b>                | <b>2.1%</b>                 | <b>Medi-Cal Total</b>         | <b>2,894,363</b>      | <b>2,873,595</b> | <b>20,768</b>                | <b>0.7%</b>                 |
| <b>17,836</b>                  | <b>17,700</b>  | <b>136</b>                   | <b>0.8%</b>                 | <b>OneCare</b>                | <b>53,346</b>         | <b>52,951</b>    | <b>395</b>                   | <b>0.7%</b>                 |
| <b>437</b>                     | <b>462</b>     | <b>(25)</b>                  | <b>(5.4%)</b>               | <b>PACE</b>                   | <b>1,298</b>          | <b>1,372</b>     | <b>(74)</b>                  | <b>(5.4%)</b>               |
| <b>503</b>                     | <b>568</b>     | <b>(65)</b>                  | <b>(11.4%)</b>              | <b>MSSP</b>                   | <b>1,506</b>          | <b>1,704</b>     | <b>(198)</b>                 | <b>(11.6%)</b>              |
| <b>979,148</b>                 | <b>959,564</b> | <b>19,584</b>                | <b>2.0%</b>                 | <b>CalOptima Health Total</b> | <b>2,949,007</b>      | <b>2,927,918</b> | <b>21,089</b>                | <b>0.7%</b>                 |
| <b>Enrollment (by Network)</b> |                |                              |                             |                               |                       |                  |                              |                             |
| 267,407                        | 271,624        | (4,217)                      | (1.6%)                      | HMO                           | 808,510               | 828,267          | (19,757)                     | (2.4%)                      |
| 189,604                        | 181,342        | 8,262                        | 4.6%                        | PHC                           | 573,948               | 553,537          | 20,411                       | 3.7%                        |
| 232,212                        | 225,488        | 6,724                        | 3.0%                        | Shared Risk Group             | 704,165               | 693,207          | 10,958                       | 1.6%                        |
| 271,652                        | 262,948        | 8,704                        | 3.3%                        | Fee for Service               | 807,740               | 798,584          | 9,156                        | 1.1%                        |
| <b>960,875</b>                 | <b>941,402</b> | <b>19,473</b>                | <b>2.1%</b>                 | <b>Medi-Cal Total</b>         | <b>2,894,363</b>      | <b>2,873,595</b> | <b>20,768</b>                | <b>0.7%</b>                 |
| <b>17,836</b>                  | <b>17,700</b>  | <b>136</b>                   | <b>0</b>                    | <b>OneCare</b>                | <b>53,346</b>         | <b>52,951</b>    | <b>395</b>                   | <b>0</b>                    |
| <b>437</b>                     | <b>462</b>     | <b>(25)</b>                  | <b>(5.4%)</b>               | <b>PACE</b>                   | <b>1,298</b>          | <b>1,372</b>     | <b>(74)</b>                  | <b>(5.4%)</b>               |
| <b>503</b>                     | <b>568</b>     | <b>(65)</b>                  | <b>(11.4%)</b>              | <b>MSSP</b>                   | <b>1,506</b>          | <b>1,704</b>     | <b>(198)</b>                 | <b>(11.6%)</b>              |
| <b>979,148</b>                 | <b>959,564</b> | <b>19,584</b>                | <b>2.0%</b>                 | <b>CalOptima Health Total</b> | <b>2,949,007</b>      | <b>2,927,918</b> | <b>21,089</b>                | <b>0.7%</b>                 |

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        |
|---|----------------|----------------|----------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|------------------|------------------|-----------------|
| <b>HMOs</b>                               |                |                |                |        |        |        |        |        |        |        |        |        |                  |                  |                 |
| SPD                                       | 14,267         | 14,287         | 14,179         |        |        |        |        |        |        |        |        |        | 42,733           | 42,202           | 531             |
| TANF Child                                | 69,607         | 69,928         | 69,010         |        |        |        |        |        |        |        |        |        | 208,545          | 238,939          | (30,394)        |
| TANF Adult                                | 50,979         | 51,388         | 50,896         |        |        |        |        |        |        |        |        |        | 153,263          | 151,237          | 2,026           |
| LTC                                       |                | 1              |                |        |        |        |        |        |        |        |        |        | 1                |                  | 1               |
| MCE                                       | 132,523        | 133,978        | 131,301        |        |        |        |        |        |        |        |        |        | 397,802          | 389,198          | 8,604           |
| WCM                                       | 2,050          | 2,095          | 2,021          |        |        |        |        |        |        |        |        |        | 6,166            | 6,691            | (525)           |
| <b>Total</b>                              | <b>269,426</b> | <b>271,677</b> | <b>267,407</b> |        |        |        |        |        |        |        |        |        | <b>808,510</b>   | <b>828,267</b>   | <b>(19,757)</b> |
| <b>PHCs</b>                               |                |                |                |        |        |        |        |        |        |        |        |        |                  |                  |                 |
| SPD                                       | 4,581          | 4,599          | 4,623          |        |        |        |        |        |        |        |        |        | 13,803           | 13,224           | 579             |
| TANF Child                                | 147,946        | 148,557        | 145,969        |        |        |        |        |        |        |        |        |        | 442,472          | 441,851          | 621             |
| TANF Adult                                | 8,999          | 9,050          | 9,404          |        |        |        |        |        |        |        |        |        | 27,453           | 10,131           | 17,322          |
| LTC                                       |                |                |                |        |        |        |        |        |        |        |        |        | -                |                  | 0               |
| MCE                                       | 23,230         | 23,489         | 22,708         |        |        |        |        |        |        |        |        |        | 69,427           | 67,891           | 1,536           |
| WCM                                       | 6,919          | 6,974          | 6,900          |        |        |        |        |        |        |        |        |        | 20,793           | 20,440           | 353             |
| <b>Total</b>                              | <b>191,675</b> | <b>192,669</b> | <b>189,604</b> |        |        |        |        |        |        |        |        |        | <b>573,948</b>   | <b>553,537</b>   | <b>20,411</b>   |
| <b>Shared Risk Groups</b>                 |                |                |                |        |        |        |        |        |        |        |        |        |                  |                  |                 |
| SPD                                       | 11,210         | 11,137         | 11,111         |        |        |        |        |        |        |        |        |        | 33,458           | 33,694           | (236)           |
| TANF Child                                | 55,211         | 55,471         | 54,427         |        |        |        |        |        |        |        |        |        | 165,109          | 175,544          | (10,435)        |
| TANF Adult                                | 43,118         | 43,425         | 42,894         |        |        |        |        |        |        |        |        |        | 129,437          | 118,632          | 10,805          |
| LTC                                       | 1              | 1              |                |        |        |        |        |        |        |        |        |        | 2                |                  | 2               |
| MCE                                       | 124,149        | 125,749        | 122,600        |        |        |        |        |        |        |        |        |        | 372,498          | 361,584          | 10,914          |
| WCM                                       | 1,234          | 1,247          | 1,180          |        |        |        |        |        |        |        |        |        | 3,661            | 3,753            | (92)            |
| <b>Total</b>                              | <b>234,923</b> | <b>237,030</b> | <b>232,212</b> |        |        |        |        |        |        |        |        |        | <b>704,165</b>   | <b>693,207</b>   | <b>10,958</b>   |
| <b>Fee for Service (Dual)</b>             |                |                |                |        |        |        |        |        |        |        |        |        |                  |                  |                 |
| SPD                                       | 99,242         | 99,832         | 99,750         |        |        |        |        |        |        |        |        |        | 298,824          | 295,987          | 2,837           |
| TANF Child                                |                |                |                |        |        |        |        |        |        |        |        |        | -                | 6                | (6)             |
| TANF Adult                                | 2,442          | 2,397          | 2,370          |        |        |        |        |        |        |        |        |        | 7,209            | 7,201            | 8               |
| LTC                                       | 2,661          | 2,630          | 2,612          |        |        |        |        |        |        |        |        |        | 7,903            | 8,244            | (341)           |
| MCE                                       | 8,968          | 9,230          | 9,418          |        |        |        |        |        |        |        |        |        | 27,616           | 28,078           | (462)           |
| WCM                                       | 15             | 14             | 14             |        |        |        |        |        |        |        |        |        | 43               | 54               | (11)            |
| <b>Total</b>                              | <b>113,328</b> | <b>114,103</b> | <b>114,164</b> |        |        |        |        |        |        |        |        |        | <b>341,595</b>   | <b>339,570</b>   | <b>2,025</b>    |
| <b>Fee for Service (Non-Dual - Total)</b> |                |                |                |        |        |        |        |        |        |        |        |        |                  |                  |                 |
| SPD                                       | 13,519         | 13,778         | 13,957         |        |        |        |        |        |        |        |        |        | 41,254           | 39,554           | 1,700           |
| TANF Child                                | 29,143         | 30,159         | 31,025         |        |        |        |        |        |        |        |        |        | 90,327           | 93,566           | (3,239)         |
| TANF Adult                                | 37,044         | 37,794         | 37,966         |        |        |        |        |        |        |        |        |        | 112,804          | 110,027          | 2,777           |
| LTC                                       | 349            | 360            | 345            |        |        |        |        |        |        |        |        |        | 1,054            | 1,110            | (56)            |
| MCE                                       | 70,923         | 73,165         | 72,983         |        |        |        |        |        |        |        |        |        | 217,071          | 211,576          | 5,495           |
| WCM                                       | 1,164          | 1,259          | 1,212          |        |        |        |        |        |        |        |        |        | 3,635            | 3,181            | 454             |
| <b>Total</b>                              | <b>152,142</b> | <b>156,515</b> | <b>157,488</b> |        |        |        |        |        |        |        |        |        | <b>466,145</b>   | <b>459,014</b>   | <b>7,131</b>    |
| <b>Grand Totals</b>                       |                |                |                |        |        |        |        |        |        |        |        |        |                  |                  |                 |
| SPD                                       | 142,819        | 143,633        | 143,620        |        |        |        |        |        |        |        |        |        | 430,072          | 424,661          | 5,411           |
| TANF Child                                | 301,907        | 304,115        | 300,431        |        |        |        |        |        |        |        |        |        | 906,453          | 949,906          | (43,453)        |
| TANF Adult                                | 142,582        | 144,054        | 143,530        |        |        |        |        |        |        |        |        |        | 430,166          | 397,228          | 32,938          |
| LTC                                       | 3,011          | 2,992          | 2,957          |        |        |        |        |        |        |        |        |        | 8,960            | 9,354            | (394)           |
| MCE                                       | 359,793        | 365,611        | 359,010        |        |        |        |        |        |        |        |        |        | 1,084,414        | 1,058,327        | 26,087          |
| WCM                                       | 11,382         | 11,589         | 11,327         |        |        |        |        |        |        |        |        |        | 34,298           | 34,119           | 179             |
| <b>Total MediCal MD</b>                   | <b>961,494</b> | <b>971,994</b> | <b>960,875</b> |        |        |        |        |        |        |        |        |        | <b>2,894,363</b> | <b>2,873,595</b> | <b>20,768</b>   |
| <b>OneCare</b>                            | <b>17,695</b>  | <b>17,815</b>  | <b>17,836</b>  |        |        |        |        |        |        |        |        |        | <b>53,346</b>    | <b>52,951</b>    | <b>395</b>      |
| <b>PACE</b>                               | <b>429</b>     | <b>432</b>     | <b>437</b>     |        |        |        |        |        |        |        |        |        | <b>1,298</b>     | <b>1,372</b>     | <b>(74)</b>     |
| <b>MSSP</b>                               | <b>503</b>     | <b>500</b>     | <b>503</b>     |        |        |        |        |        |        |        |        |        | <b>1,506</b>     | <b>1,704</b>     | <b>(198)</b>    |
| <b>Grand Total</b>                        | <b>979,618</b> | <b>990,241</b> | <b>979,148</b> |        |        |        |        |        |        |        |        |        | <b>2,949,007</b> | <b>2,927,918</b> | <b>21,089</b>   |

Note:\* Total membership does not include MSSP

## **ENROLLMENT:**

**Overall**, September enrollment was 979,148

- Favorable to budget 19,584 or 2.0%
- Decreased 11,093 or 1.1% from Prior Month (PM) (August 2023)
- Increased 39,992 or 4.3% from Prior Year (PY) (September 2022)

**Medi-Cal** enrollment was 960,875

- Favorable to budget 19,473 or 2.1%
  - Medi-Cal Expansion (MCE) favorable 16,691
  - Seniors and Persons with Disabilities (SPD) favorable 3,112
  - Long-Term Care (LTC) unfavorable 161
  - Temporary Assistance for Needy Families (TANF) unfavorable 108
  - Whole Child Model (WCM) unfavorable 61
- Decreased 11,119 from PM

**OneCare** enrollment was 17,836

- Favorable to budget 136 or 0.8%
- Increased 21 from PM

**PACE** enrollment was 437

- Unfavorable to budget 25 or 5.4%
- Increased 5 from PM

**MSSP** enrollment was 503

- Unfavorable to budget 65 or 11.4%
- Increased 3 from PM

**CalOptima Health  
Medi-Cal  
Statement of Revenues and Expenses  
For the Three Months Ending September 30, 2023**

| Month to Date      |                    |                      |                         |  | Year to Date         |                    |                      |                 |
|--------------------|--------------------|----------------------|-------------------------|--|----------------------|--------------------|----------------------|-----------------|
| Actual             | Budget             | \$<br>Variance       | %<br>Variance           |  | Actual               | Budget             | \$<br>Variance       | %<br>Variance   |
| 960,875            | 941,402            | 19,473               | 2.1%                    | Member Months                            | 2,894,363            | 2,873,595          | 20,768               | 0.7%            |
|                    |                    |                      |                         | <b>Revenues</b>                          |                      |                    |                      |                 |
| 466,697,315        | 315,249,205        | 151,448,110          | 48.0%                   | Medi-Cal Capitation Revenue              | 1,121,812,139        | 962,644,489        | 159,167,650          | 16.5%           |
| <b>466,697,315</b> | <b>315,249,205</b> | <b>151,448,110</b>   | <b>48.0%</b>            | <b>Total Operating Revenue</b>           | <b>1,121,812,139</b> | <b>962,644,489</b> | <b>159,167,650</b>   | <b>16.5%</b>    |
|                    |                    |                      |                         | <b>Medical Expenses</b>                  |                      |                    |                      |                 |
| 109,478,226        | 105,410,906        | (4,067,320)          | (3.9%)                  | Provider Capitation                      | 329,421,517          | 322,610,967        | (6,810,550)          | (2.1%)          |
| 70,112,281         | 72,728,248         | 2,615,967            | 3.6%                    | Facilities Claims                        | 208,336,418          | 224,953,764        | 16,617,346           | 7.4%            |
| 57,328,227         | 45,222,948         | (12,105,279)         | (26.8%)                 | Professional Claims                      | 155,849,188          | 139,911,265        | (15,937,923)         | (11.4%)         |
| 48,114,753         | 50,023,737         | 1,908,984            | 3.8%                    | MLTSS                                    | 138,204,968          | 153,934,556        | 15,729,588           | 10.2%           |
| (394)              | -                  | 394                  | 100.0%                  | Prescription Drugs                       | (9,419)              | -                  | 9,419                | 100.0%          |
| 8,428,739          | 7,098,622          | (1,330,117)          | (18.7%)                 | Incentive Payments                       | 34,717,424           | 21,725,075         | (12,992,349)         | (59.8%)         |
| 6,640,011          | 7,406,096          | 766,085              | 10.3%                   | Medical Management                       | 18,360,010           | 22,471,961         | 4,111,951            | 18.3%           |
| 139,031,759        | 1,016,593          | (138,015,166)        | (13576.2%)              | Other Medical Expenses                   | 140,719,041          | 3,048,227          | (137,670,814)        | (4516.4%)       |
| <b>439,133,603</b> | <b>288,907,150</b> | <b>(150,226,453)</b> | <b>(52.0%)</b>          | <b>Total Medical Expenses</b>            | <b>1,025,599,147</b> | <b>888,655,815</b> | <b>(136,943,332)</b> | <b>(15.4%)</b>  |
| <b>27,563,712</b>  | <b>26,342,055</b>  | <b>1,221,657</b>     | <b>4.6%</b>             | <b>Gross Margin</b>                      | <b>96,212,992</b>    | <b>73,988,674</b>  | <b>22,224,318</b>    | <b>30.0%</b>    |
|                    |                    |                      |                         | <b>Administrative Expenses</b>           |                      |                    |                      |                 |
| 10,506,238         | 10,796,514         | 290,276              | 2.7%                    | Salaries, Wages & Employee Benefits      | 31,821,784           | 32,858,747         | 1,036,963            | 3.2%            |
| 556,258            | 967,558            | 411,300              | 42.5%                   | Professional Fees                        | 1,461,191            | 2,892,819          | 1,431,628            | 49.5%           |
| 1,183,343          | 1,932,016          | 748,673              | 38.8%                   | Purchased Services                       | 2,843,789            | 5,553,678          | 2,709,889            | 48.8%           |
| 669,879            | 412,310            | (257,569)            | (62.5%)                 | Printing & Postage                       | 1,345,270            | 1,378,930          | 33,660               | 2.4%            |
| 756,027            | 400,000            | (356,027)            | (89.0%)                 | Depreciation & Amortization              | 2,512,491            | 1,200,000          | (1,312,491)          | (109.4%)        |
| 4,010,030          | 3,469,760          | (540,270)            | (15.6%)                 | Other Operating Expenses                 | 7,725,316            | 10,415,226         | 2,689,910            | 25.8%           |
| (282,864)          | (526,091)          | (243,227)            | (46.2%)                 | Indirect Cost Allocation, Occupancy      | (1,499,093)          | (1,578,273)        | (79,180)             | (5.0%)          |
| <b>17,398,911</b>  | <b>17,452,067</b>  | <b>53,156</b>        | <b>0.3%</b>             | <b>Total Administrative Expenses</b>     | <b>46,210,749</b>    | <b>52,721,127</b>  | <b>6,510,378</b>     | <b>12.3%</b>    |
|                    |                    |                      |                         | <b>Non-Operating Income (Loss)</b>       |                      |                    |                      |                 |
| (291,842)          | -                  | (291,842)            | (100.0%)                | Other Income/Expense                     | (830,018)            | -                  | (830,018)            | (100.0%)        |
| <b>(291,842)</b>   | <b>-</b>           | <b>(291,842)</b>     | <b>(100.0%)</b>         | <b>Total Non-Operating Income (Loss)</b> | <b>(830,018)</b>     | <b>-</b>           | <b>(830,018)</b>     | <b>(100.0%)</b> |
| <b>9,872,959</b>   | <b>8,889,988</b>   | <b>982,971</b>       | <b>11.1%</b>            | <b>Change in Net Assets</b>              | <b>49,172,225</b>    | <b>21,267,547</b>  | <b>27,904,678</b>    | <b>131.2%</b>   |
|                    |                    |                      |                         | <b>Medical Loss Ratio</b>                | <b>91.4%</b>         | <b>92.3%</b>       | <b>(0.9%)</b>        |                 |
| <b>3.7%</b>        | <b>5.5%</b>        | <b>1.8%</b>          | <b>Admin Loss Ratio</b> | <b>4.1%</b>                              | <b>5.5%</b>          | <b>1.4%</b>        |                      |                 |

## **MEDI-CAL INCOME STATEMENT– SEPTEMBER MONTH:**

**REVENUES** of \$466.7 million are favorable to budget \$151.4 million driven by:

- Favorable volume related variance of \$6.5 million
- Favorable price related variance of \$144.9 million
  - \$138.2 million due to Calendar Year (CY) 2022 Hospital Directed Payments (DP)
  - \$23.3 million due to impact of rate change to Unsatisfactory Immigration Status/ Satisfactory Immigration Status (UIS/SIS)
  - \$1.1 million of prior month revenue due to retroactivity
  - Offset by: \$17.9 million from Proposition 56, COVID-19, and Enhanced Care Management (ECM) risk corridor driven by updates to UIS/SIS rates

**MEDICAL EXPENSES** of \$439.1 million are unfavorable to budget \$150.2 million driven by:

- Unfavorable volume related variance of \$6.0 million
- Unfavorable price related variance of \$144.3 million
  - Other Medical expense unfavorable variance of \$138.0 million due primarily to CY 2022 Hospital DP
  - Professional Claims expense unfavorable variance of \$11.2 million due to Crossover and Community Support (CS)
  - Provider Capitation expense unfavorable variance of \$1.9 million
  - Incentive Payments expense unfavorable variance of \$1.2 million
  - Offset by:
    - Facilities Claims expense favorable variance of \$4.1 million
    - Managed Long-Term Services and Supports (MLTSS) expense favorable variance of \$2.9 million
    - Medical Management expense favorable variance of \$0.9 million

**ADMINISTRATIVE EXPENSES** of \$17.4 million are favorable to budget \$0.1 million driven by:

- Salaries & Benefit expense favorable to budget \$0.3 million
- Non-Salary expenses unfavorable to budget \$0.2 million

**CHANGE IN NET ASSETS** is \$9.9 million, favorable to budget \$1.0 million

**CalOptima Health  
OneCare  
Statement of Revenues and Expenses  
For the Three Months Ending September 30, 2023**

| Month to Date     |                    |                  |               |                                      | Year to Date      |                    |                  |               |
|-------------------|--------------------|------------------|---------------|--------------------------------------|-------------------|--------------------|------------------|---------------|
| Actual            | Budget             | \$<br>Variance   | %<br>Variance |                                      | Actual            | Budget             | \$<br>Variance   | %<br>Variance |
| 17,836            | 17,700             | 136              | 0.8%          | Member Months                        | 53,346            | 52,951             | 395              | 0.7%          |
|                   |                    |                  |               | <b>Revenues</b>                      |                   |                    |                  |               |
| 23,556,703        | 22,739,937         | 816,766          | 3.6%          | Medicare Part C Revenue              | 69,647,720        | 68,280,267         | 1,367,453        | 2.0%          |
| 8,438,044         | 8,714,495          | (276,451)        | (3.2%)        | Medicare Part D Revenue              | 25,818,343        | 26,080,549         | (262,206)        | (1.0%)        |
| <b>31,994,747</b> | <b>31,454,432</b>  | <b>540,315</b>   | <b>1.7%</b>   | <b>Total Operating Revenue</b>       | <b>95,466,063</b> | <b>94,360,816</b>  | <b>1,105,247</b> | <b>1.2%</b>   |
|                   |                    |                  |               | <b>Medical Expenses</b>              |                   |                    |                  |               |
| 13,067,276        | 13,025,220         | (42,056)         | (0.3%)        | Provider Capitation                  | 38,699,370        | 39,111,154         | 411,784          | 1.1%          |
| 4,710,629         | 5,055,372          | 344,743          | 6.8%          | Inpatient                            | 16,844,728        | 15,419,814         | (1,424,914)      | (9.2%)        |
| 1,253,338         | 1,426,898          | 173,560          | 12.2%         | Ancillary                            | 4,178,298         | 4,355,497          | 177,199          | 4.1%          |
| 81,920            | 81,598             | (322)            | (0.4%)        | MLTSS                                | 245,824           | 244,110            | (1,714)          | (0.7%)        |
| 8,045,842         | 9,516,902          | 1,471,060        | 15.5%         | Prescription Drugs                   | 24,955,358        | 28,932,718         | 3,977,360        | 13.7%         |
| 392,329           | 427,761            | 35,432           | 8.3%          | Incentive Payments                   | 476,564           | 1,205,375          | 728,811          | 60.5%         |
| 1,088,077         | 1,232,140          | 144,063          | 11.7%         | Medical Management                   | 3,080,460         | 3,743,322          | 662,862          | 17.7%         |
| <b>28,639,410</b> | <b>30,765,891</b>  | <b>2,126,481</b> | <b>6.9%</b>   | <b>Total Medical Expenses</b>        | <b>88,480,601</b> | <b>93,011,990</b>  | <b>4,531,389</b> | <b>4.9%</b>   |
| <b>3,355,336</b>  | <b>688,541</b>     | <b>2,666,795</b> | <b>387.3%</b> | <b>Gross Margin</b>                  | <b>6,985,462</b>  | <b>1,348,826</b>   | <b>5,636,636</b> | <b>417.9%</b> |
|                   |                    |                  |               | <b>Administrative Expenses</b>       |                   |                    |                  |               |
| 863,073           | 1,136,415          | 273,342          | 24.1%         | Salaries, Wages & Employee Benefits  | 2,946,515         | 3,461,506          | 514,991          | 14.9%         |
| 32,235            | 75,000             | 42,765           | 57.0%         | Professional Fees                    | 127,138           | 225,000            | 97,862           | 43.5%         |
| 143,500           | 265,942            | 122,442          | 46.0%         | Purchased Services                   | 480,836           | 797,826            | 316,990          | 39.7%         |
| 18,693            | 125,704            | 107,011          | 85.1%         | Printing & Postage                   | 177,919           | 377,112            | 199,193          | 52.8%         |
| 41,317            | 77,870             | 36,553           | 46.9%         | Other Operating Expenses             | 139,015           | 233,610            | 94,595           | 40.5%         |
| 723,313           | 948,583            | 225,270          | 23.7%         | Indirect Cost Allocation, Occupancy  | 2,620,513         | 2,845,749          | 225,236          | 7.9%          |
| <b>1,822,130</b>  | <b>2,629,514</b>   | <b>807,384</b>   | <b>30.7%</b>  | <b>Total Administrative Expenses</b> | <b>6,491,935</b>  | <b>7,940,803</b>   | <b>1,448,868</b> | <b>18.2%</b>  |
| <b>1,533,206</b>  | <b>(1,940,973)</b> | <b>3,474,179</b> | <b>179.0%</b> | <b>Change in Net Assets</b>          | <b>493,527</b>    | <b>(6,591,977)</b> | <b>7,085,504</b> | <b>107.5%</b> |
|                   |                    |                  |               | <b>Medical Loss Ratio</b>            | <b>92.7%</b>      | <b>98.6%</b>       | <b>(5.9%)</b>    |               |
| 89.5%             | 97.8%              | (8.3%)           |               | <b>Admin Loss Ratio</b>              | <b>6.8%</b>       | <b>8.4%</b>        | <b>1.6%</b>      |               |
| 5.7%              | 8.4%               | 2.7%             |               |                                      |                   |                    |                  |               |

## **ONECARE INCOME STATEMENT – SEPTEMBER MONTH:**

**REVENUES** of \$32.0 million are favorable to budget \$0.5 million driven by:

- Favorable volume related variance of \$0.2 million
- Favorable price related variance of \$0.3 million

**MEDICAL EXPENSES** of \$28.6 million are favorable to budget \$2.1 million driven by:

- Unfavorable volume related variance of \$0.2 million
- Favorable price related variance of \$2.4 million

**ADMINISTRATIVE EXPENSES** of \$1.8 million are favorable to budget \$0.8 million driven by:

- Non-Salary expenses favorable to budget \$0.5 million
- Salaries & Benefit expense favorable to budget \$0.3 million

**CHANGE IN NET ASSETS** is \$1.5 million, favorable to budget \$3.5 million

**CalOptima Health**  
**OneCare Connect - Total**  
**Statement of Revenue and Expenses**  
**For the Three Months Ending September 30, 2023**

| Month to Date |        |                |               |                                      | Year to Date |        |                |               |
|---------------|--------|----------------|---------------|--------------------------------------|--------------|--------|----------------|---------------|
| Actual        | Budget | \$<br>Variance | %<br>Variance |                                      | Actual       | Budget | \$<br>Variance | %<br>Variance |
| -             | -      | -              | 0.0%          | Member Months                        | -            | -      | -              | 0.0%          |
|               |        |                |               | Revenues                             |              |        |                |               |
| -             | -      | -              | 0.0%          | Medi-Cal Revenue                     | 33,563       | -      | 33,563         | 100.0%        |
| (90,231)      | -      | (90,231)       | (100.0%)      | Medicare Part D Revenue              | (1,386,966)  | -      | (1,386,966)    | (100.0%)      |
| (90,231)      | -      | (90,231)       | (100.0%)      | <b>Total Operating Revenue</b>       | (1,353,404)  | -      | (1,353,404)    | (100.0%)      |
|               |        |                |               | Medical Expenses                     |              |        |                |               |
| (84,978)      | -      | 84,978         | 100.0%        | Facilities Claims                    | (296,375)    | -      | 296,375        | 100.0%        |
| 91,522        | -      | (91,522)       | (100.0%)      | Ancillary                            | 239,179      | -      | (239,179)      | (100.0%)      |
| (13,330)      | -      | 13,330         | 100.0%        | MLTSS                                | (17,616)     | -      | 17,616         | 100.0%        |
| (100,997)     | -      | 100,997        | 100.0%        | Prescription Drugs                   | (1,819,345)  | -      | 1,819,345      | 100.0%        |
| (4,767)       | -      | 4,767          | 100.0%        | Incentive Payments                   | 34,172       | -      | (34,172)       | (100.0%)      |
| (112,551)     | -      | 112,551        | 100.0%        | <b>Total Medical Expenses</b>        | (1,859,986)  | -      | 1,859,986      | 100.0%        |
| 22,320        | -      | 22,320         | 100.0%        | <b>Gross Margin</b>                  | 506,582      | -      | 506,582        | 100.0%        |
|               |        |                |               | Administrative Expenses              |              |        |                |               |
| -             | -      | -              | 0.0%          | Salaries, Wages & Employee Benefits  | (0)          | -      | 0              | 100.0%        |
| (111)         | -      | 111            | 100.0%        | Purchased Services                   | (4,364)      | -      | 4,364          | 100.0%        |
| -             | -      | -              | 0.0%          | Printing & Postage                   | 0            | -      | (0)            | (100.0%)      |
| (111)         | -      | 111            | 100.0%        | <b>Total Administrative Expenses</b> | (4,364)      | -      | 4,364          | 100.0%        |
| 22,431        | -      | 22,431         | 100.0%        | <b>Change in Net Assets</b>          | 510,946      | -      | 510,946        | 100.0%        |
| 124.7%        | 0.0%   | 124.7%         |               | <i>Medical Loss Ratio</i>            | 137.4%       | 0.0%   | 137.4%         |               |
| 0.1%          | 0.0%   | (0.1%)         |               | <i>Admin Loss Ratio</i>              | 0.3%         | 0.0%   | (0.3%)         |               |

**CalOptima Health  
PACE  
Statement of Revenues and Expenses  
For the Three Months Ending September 30, 2023**

| Month to Date    |                  |                  |               |                                      | Year to Date      |                   |                  |               |
|------------------|------------------|------------------|---------------|--------------------------------------|-------------------|-------------------|------------------|---------------|
| Actual           | Budget           | \$<br>Variance   | %<br>Variance |                                      | Actual            | Budget            | \$<br>Variance   | %<br>Variance |
| 437              | 462              | (25)             | (5.4%)        | Member Months                        | 1,298             | 1,372             | (74)             | (5.4%)        |
|                  |                  |                  |               | <b>Revenues</b>                      |                   |                   |                  |               |
| 2,841,562        | 2,995,059        | (153,497)        | (5.1%)        | Medi-Cal Capitation Revenue          | 8,444,766         | 8,898,005         | (453,239)        | (5.1%)        |
| 631,214          | 734,830          | (103,616)        | (14.1%)       | Medicare Part C Revenue              | 1,864,999         | 2,203,960         | (338,961)        | (15.4%)       |
| 241,474          | 210,398          | 31,076           | 14.8%         | Medicare Part D Revenue              | 764,254           | 626,447           | 137,807          | 22.0%         |
| <b>3,714,251</b> | <b>3,940,287</b> | <b>(226,036)</b> | <b>(5.7%)</b> | <b>Total Operating Revenue</b>       | <b>11,074,019</b> | <b>11,728,412</b> | <b>(654,393)</b> | <b>(5.6%)</b> |
|                  |                  |                  |               | <b>Medical Expenses</b>              |                   |                   |                  |               |
| 1,088,230        | 1,139,733        | 51,503           | 4.5%          | Medical Management                   | 3,371,035         | 3,460,475         | 89,440           | 2.6%          |
| 658,628          | 876,403          | 217,775          | 24.8%         | Facilities Claims                    | 1,838,709         | 2,657,065         | 818,356          | 30.8%         |
| 597,121          | 852,368          | 255,247          | 29.9%         | Professional Claims                  | 1,951,928         | 2,565,263         | 613,335          | 23.9%         |
| 508,626          | 445,320          | (63,306)         | (14.2%)       | Prescription Drugs                   | 1,377,102         | 1,342,706         | (34,396)         | (2.6%)        |
| 21,801           | 115,991          | 94,190           | 81.2%         | MLTSS                                | 597               | 352,577           | 351,980          | 99.8%         |
| 223,776          | 184,820          | (38,956)         | (21.1%)       | Patient Transportation               | 648,688           | 556,332           | (92,356)         | (16.6%)       |
| <b>3,098,181</b> | <b>3,614,635</b> | <b>516,454</b>   | <b>14.3%</b>  | <b>Total Medical Expenses</b>        | <b>9,188,058</b>  | <b>10,934,418</b> | <b>1,746,360</b> | <b>16.0%</b>  |
| <b>616,070</b>   | <b>325,652</b>   | <b>290,418</b>   | <b>89.2%</b>  | <b>Gross Margin</b>                  | <b>1,885,960</b>  | <b>793,994</b>    | <b>1,091,966</b> | <b>137.5%</b> |
|                  |                  |                  |               | <b>Administrative Expenses</b>       |                   |                   |                  |               |
| 156,817          | 153,358          | (3,459)          | (2.3%)        | Salaries, Wages & Employee Benefits  | 460,124           | 467,081           | 6,957            | 1.5%          |
| (263)            | 4,904            | 5,167            | 105.4%        | Professional Fees                    | 1,441             | 14,712            | 13,271           | 90.2%         |
| 7,275            | 8,290            | 1,015            | 12.2%         | Purchased Services                   | 44,245            | 24,870            | (19,375)         | (77.9%)       |
| 2,729            | 4,112            | 1,383            | 33.6%         | Printing & Postage                   | 2,729             | 12,336            | 9,607            | 77.9%         |
| 1,186            | 900              | (286)            | (31.8%)       | Depreciation & Amortization          | 3,375             | 2,700             | (675)            | (25.0%)       |
| 11,707           | 9,039            | (2,668)          | (29.5%)       | Other Operating Expenses             | 32,137            | 27,117            | (5,020)          | (18.5%)       |
| 12,710           | 14,862           | 2,152            | 14.5%         | Indirect Cost Allocation, Occupancy  | 42,119            | 44,586            | 2,467            | 5.5%          |
| <b>192,161</b>   | <b>195,465</b>   | <b>3,304</b>     | <b>1.7%</b>   | <b>Total Administrative Expenses</b> | <b>586,169</b>    | <b>593,402</b>    | <b>7,233</b>     | <b>1.2%</b>   |
| <b>423,908</b>   | <b>130,187</b>   | <b>293,721</b>   | <b>225.6%</b> | <b>Change in Net Assets</b>          | <b>1,299,791</b>  | <b>200,592</b>    | <b>1,099,199</b> | <b>548.0%</b> |
| <b>83.4%</b>     | <b>91.7%</b>     | <b>(8.3%)</b>    |               | <b>Medical Loss Ratio</b>            | <b>83.0%</b>      | <b>93.2%</b>      | <b>(10.3%)</b>   |               |
| <b>5.2%</b>      | <b>5.0%</b>      | <b>(0.2%)</b>    |               | <b>Admin Loss Ratio</b>              | <b>5.3%</b>       | <b>5.1%</b>       | <b>(0.2%)</b>    |               |

**CalOptima Health**  
**Multipurpose Senior Services Program**  
**Statement of Revenues and Expenses**  
**For the Three Months Ending September 30, 2023**

| Month to Date   |                 |                 |                |                                      | Year to Date     |                  |                  |                |
|-----------------|-----------------|-----------------|----------------|--------------------------------------|------------------|------------------|------------------|----------------|
| Actual          | Budget          | \$<br>Variance  | %<br>Variance  |                                      | Actual           | Budget           | \$<br>Variance   | %<br>Variance  |
| 503             | 568             | (65)            | (11.4%)        | Member Months                        | 1,506            | 1,704            | (198)            | (11.6%)        |
|                 |                 |                 |                | <b>Revenues</b>                      |                  |                  |                  |                |
| 210,175         | 253,518         | (43,343)        | (17.1%)        | Revenue                              | 645,147          | 760,554          | (115,407)        | (15.2%)        |
| <b>210,175</b>  | <b>253,518</b>  | <b>(43,343)</b> | <b>(17.1%)</b> | <b>Total Operating Revenue</b>       | <b>645,147</b>   | <b>760,554</b>   | <b>(115,407)</b> | <b>(15.2%)</b> |
|                 |                 |                 |                | <b>Medical Expenses</b>              |                  |                  |                  |                |
| 155,525         | 184,712         | 29,187          | 15.8%          | Medical Management                   | 463,680          | 554,136          | 90,456           | 16.3%          |
| 22,048          | 32,957          | 10,909          | 33.1%          | Waiver Services                      | 64,384           | 98,871           | 34,487           | 34.9%          |
| 155,525         | 184,712         | 29,187          | 15.8%          | Total Medical Management             | 463,680          | 554,136          | 90,456           | 16.3%          |
| 22,048          | 32,957          | 10,909          | 33.1%          | Total Waiver Services                | 64,384           | 98,871           | 34,487           | 34.9%          |
| <b>177,573</b>  | <b>217,669</b>  | <b>40,096</b>   | <b>18.4%</b>   | <b>Total Program Expenses</b>        | <b>528,064</b>   | <b>653,007</b>   | <b>124,943</b>   | <b>19.1%</b>   |
| <b>32,601</b>   | <b>35,849</b>   | <b>(3,248)</b>  | <b>(9.1%)</b>  | <b>Gross Margin</b>                  | <b>117,084</b>   | <b>107,547</b>   | <b>9,537</b>     | <b>8.9%</b>    |
|                 |                 |                 |                | <b>Administrative Expenses</b>       |                  |                  |                  |                |
| 81,639          | 89,570          | 7,931           | 8.9%           | Salaries, Wages & Employee Benefits  | 287,633          | 272,724          | (14,909)         | (5.5%)         |
| 1,333           | 1,333           | (0)             | (0.0%)         | Professional Fees                    | 4,000            | 3,999            | (1)              | (0.0%)         |
| -               | -               | -               | 0.0%           | Purchased Services                   | 20               | -                | (20)             | (100.0%)       |
| 5,957           | 7,443           | 1,486           | 20.0%          | Other Operating Expenses             | 12,984           | 22,329           | 9,345            | 41.9%          |
| 2,641           | 7,525           | 4,884           | 64.9%          | Indirect Cost Allocation, Occupancy  | 17,701           | 22,575           | 4,874            | 21.6%          |
| <b>91,571</b>   | <b>105,871</b>  | <b>14,300</b>   | <b>13.5%</b>   | <b>Total Administrative Expenses</b> | <b>322,337</b>   | <b>321,627</b>   | <b>(710)</b>     | <b>(0.2%)</b>  |
| <b>(58,969)</b> | <b>(70,022)</b> | <b>11,053</b>   | <b>15.8%</b>   | <b>Change in Net Assets</b>          | <b>(205,253)</b> | <b>(214,080)</b> | <b>8,827</b>     | <b>4.1%</b>    |
|                 |                 |                 |                | <b>Medical Loss Ratio</b>            | <b>81.9%</b>     | <b>85.9%</b>     | <b>(4.0%)</b>    |                |
| <b>84.5%</b>    | <b>85.9%</b>    | <b>(1.4%)</b>   |                | <b>Admin Loss Ratio</b>              | <b>50.0%</b>     | <b>42.3%</b>     | <b>(7.7%)</b>    |                |
| <b>43.6%</b>    | <b>41.8%</b>    | <b>(1.8%)</b>   |                |                                      |                  |                  |                  |                |

**CalOptima Health**  
**Building 505 - City Parkway**  
**Statement of Revenues and Expenses**  
**For the Three Months Ending September 30, 2023**

| Month to Date |           |                |               |                                      | Year to Date |             |                |               |
|---------------|-----------|----------------|---------------|--------------------------------------|--------------|-------------|----------------|---------------|
| Actual        | Budget    | \$<br>Variance | %<br>Variance |                                      | Actual       | Budget      | \$<br>Variance | %<br>Variance |
|               |           |                |               | <b>Revenues</b>                      |              |             |                |               |
| -             | -         | -              | 0.0%          | Rental Income                        | -            | -           | -              | 0.0%          |
| -             | -         | -              | <b>0.0%</b>   | <b>Total Operating Revenue</b>       | -            | -           | -              | <b>0.0%</b>   |
|               |           |                |               | <b>Administrative Expenses</b>       |              |             |                |               |
| 43,070        | 21,873    | (21,197)       | (96.9%)       | Purchased Services                   | 135,401      | 65,619      | (69,782)       | (106.3%)      |
| 177,614       | 211,000   | 33,386         | 15.8%         | Depreciation & Amortization          | 532,574      | 633,000     | 100,426        | 15.9%         |
| 22,758        | 34,000    | 11,242         | 33.1%         | Insurance Expense                    | 68,275       | 102,000     | 33,725         | 33.1%         |
| 156,569       | 167,302   | 10,733         | 6.4%          | Repair & Maintenance                 | 372,479      | 501,906     | 129,427        | 25.8%         |
| 81,427        | 57,859    | (23,568)       | (40.7%)       | Other Operating Expenses             | 232,006      | 173,577     | (58,429)       | (33.7%)       |
| (481,438)     | (492,034) | (10,596)       | (2.2%)        | Indirect Cost Allocation, Occupancy  | (1,340,736)  | (1,476,102) | (135,366)      | (9.2%)        |
| -             | -         | -              | <b>0.0%</b>   | <b>Total Administrative Expenses</b> | -            | -           | -              | <b>0.0%</b>   |
| -             | -         | -              | <b>0.0%</b>   | <b>Change in Net Assets</b>          | -            | -           | -              | <b>0.0%</b>   |

**CalOptima Health**  
**Building 500 - City Parkway**  
**Statement of Revenues and Expenses**  
**For the Three Months Ending September 30, 2023**

| Month to Date  |                 |                |               |                                      | Year to Date   |                 |                |               |
|----------------|-----------------|----------------|---------------|--------------------------------------|----------------|-----------------|----------------|---------------|
| Actual         | Budget          | \$<br>Variance | %<br>Variance |                                      | Actual         | Budget          | \$<br>Variance | %<br>Variance |
|                |                 |                |               | <b>Revenues</b>                      |                |                 |                |               |
| 155,930        | 133,810         | 22,120         | 16.5%         | Rental Income                        | 474,344        | 401,430         | 72,914         | 18.2%         |
| <b>155,930</b> | <b>133,810</b>  | <b>22,120</b>  | <b>16.5%</b>  | <b>Total Operating Revenue</b>       | <b>474,344</b> | <b>401,430</b>  | <b>72,914</b>  | <b>18.2%</b>  |
|                |                 |                |               | <b>Administrative Expenses</b>       |                |                 |                |               |
| -              | -               | -              | 0.0%          | Professional Fees                    | -              | -               | -              | 0.0%          |
| 7,551          | 7,126           | (425)          | (6.0%)        | Purchased Services                   | 39,792         | 21,378          | (18,414)       | (86.1%)       |
| 34,573         | 40,000          | 5,427          | 13.6%         | Depreciation & Amortization          | 103,719        | 120,000         | 16,281         | 13.6%         |
| 7,500          | 10,091          | 2,591          | 25.7%         | Insurance Expense                    | 22,501         | 30,273          | 7,772          | 25.7%         |
| 38,032         | 84,860          | 46,828         | 55.2%         | Repair & Maintenance                 | 118,749        | 254,580         | 135,831        | 53.4%         |
| 33,979         | 24,446          | (9,533)        | (39.0%)       | Other Operating Expenses             | 121,955        | 73,338          | (48,617)       | (66.3%)       |
| -              | -               | -              | 0.0%          | Indirect Cost Allocation, Occupancy  | -              | -               | -              | 0.0%          |
| <b>121,635</b> | <b>166,523</b>  | <b>44,888</b>  | <b>27.0%</b>  | <b>Total Administrative Expenses</b> | <b>406,715</b> | <b>499,569</b>  | <b>92,854</b>  | <b>18.6%</b>  |
| <b>34,295</b>  | <b>(32,713)</b> | <b>67,008</b>  | <b>204.8%</b> | <b>Change in Net Assets</b>          | <b>67,629</b>  | <b>(98,139)</b> | <b>165,768</b> | <b>168.9%</b> |

## **OTHER INCOME STATEMENTS – SEPTEMBER MONTH:**

### **ONECARE CONNECT INCOME STATEMENT**

**CHANGE IN NET ASSETS** is \$22,431, favorable to budget \$22,431 due to prior year activities

### **PACE INCOME STATEMENT**

**CHANGE IN NET ASSETS** is \$0.4 million favorable to budget \$0.3 million

### **MSSP INCOME STATEMENT**

**CHANGE IN NET ASSETS** is (\$58,969), favorable to budget \$11,053

### **BUILDING 500 INCOME STATEMENT**

**CHANGE IN NET ASSETS** is \$34,295, favorable to budget \$67,008

- Net of \$0.2 million in rental income and \$0.1 million in expenses

### **INVESTMENT INCOME/EXPENSE**

- Favorable variance of \$8.2 million due to \$10.4 million of interest income, offset by \$2.2 million of unrealized net loss on investments

### **GRANT EXPENSE INCOME/(EXPENSE)**

- Unfavorable variance of \$8.5 million due to the timing and recognition of grant funding provided, mainly for the Coalition of Orange County Community Health Centers of \$10 million

**CalOptima Health  
Balance Sheet  
September 30, 2023**

|                    |  | <u>September-23</u>  | <u>August-23</u>     | <u>\$ Change</u>   | <u>% Change</u> |
|--------------------|--|----------------------|----------------------|--------------------|-----------------|
| <b>ASSETS</b>      |  |                      |                      |                    |                 |
|                    | <b>Current Assets</b>  |                      |                      |                    |                 |
|                    | Cash and Cash Equivalents  | 1,118,731,643        | 696,603,705          | 422,127,938        | 60.6%           |
|                    | Short-term Investments   | 1,721,466,143        | 1,826,657,374        | (105,191,230)      | (5.8%)          |
|                    | Premiums due from State of CA and CMS                              | 446,631,793          | 423,739,500          | 22,892,292         | 5.4%            |
|                    | Prepaid Expenses and Other   | 15,905,501           | 16,462,216           | (556,715)          | (3.4%)          |
|                    | <b>Total Current Assets</b>  | <b>3,302,735,079</b> | <b>2,963,462,795</b> | <b>339,272,284</b> | <b>11.4%</b>    |
|                    | <b>Board Designated Assets</b>                                     |                      |                      |                    |                 |
|                    | Cash and Cash Equivalents  | 2,394,945            | 1,470,984            | 923,961            | 62.8%           |
|                    | Investments  | 578,137,094          | 579,544,984          | (1,407,891)        | (0.2%)          |
|                    | <b>Total Board Designated Assets</b>                               | <b>580,532,039</b>   | <b>581,015,968</b>   | <b>(483,930)</b>   | <b>(0.1%)</b>   |
|                    | <b>Restricted Deposit</b>  | <b>300,000</b>       | <b>300,000</b>       | <b>-</b>           | <b>0.0%</b>     |
|                    | <b>Capital Assets, Net</b>   | <b>91,086,936</b>    | <b>84,644,423</b>    | <b>6,442,513</b>   | <b>7.6%</b>     |
|                    | <b>Total Assets</b>  | <b>3,974,654,054</b> | <b>3,629,423,186</b> | <b>345,230,867</b> | <b>9.5%</b>     |
|                    | <b>Deferred Outflows of Resources</b>                              |                      |                      |                    |                 |
|                    | Net Pension  | 24,373,350           | 24,373,350           | -                  | 0.0%            |
|                    | Other Postemployment Benefits                                      | 1,596,000            | 1,596,000            | -                  | 0.0%            |
|                    | <b>Total Deferred Outflows of Resources</b>                        | <b>25,969,350</b>    | <b>25,969,350</b>    | <b>-</b>           | <b>0.0%</b>     |
|                    | <b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>             | <b>4,000,623,404</b> | <b>3,655,392,536</b> | <b>345,230,867</b> | <b>9.4%</b>     |
| <b>LIABILITIES</b> |  |                      |                      |                    |                 |
|                    | <b>Current Liabilities</b>   |                      |                      |                    |                 |
|                    | Medical Claims Liability   | 1,952,986,427        | 1,646,406,865        | 306,579,563        | 18.6%           |
|                    | Provider Capitation and Withholds                                  | 118,767,889          | 134,171,890          | (15,404,001)       | (11.5%)         |
|                    | Accrued Reinsurance Costs to Providers                             | 3,015,442            | 5,645,424            | (2,629,982)        | (46.6%)         |
|                    | Unearned Revenue   | 65,414,622           | 33,028,713           | 32,385,909         | 98.1%           |
|                    | Accounts Payable and Other   | 24,750,272           | 13,950,826           | 10,799,446         | 77.4%           |
|                    | Accrued Payroll and Employee Benefits and Other                    | 20,569,881           | 19,721,186           | 848,694            | 4.3%            |
|                    | Deferred Lease Obligations   | 45,815               | 48,992               | (3,177)            | (6.5%)          |
|                    | <b>Total Current Liabilities</b>                                   | <b>2,185,550,348</b> | <b>1,852,973,897</b> | <b>332,576,452</b> | <b>17.9%</b>    |
|                    | <b>GASB 96 Subscription Liabilities</b>                            | <b>14,510,742</b>    | <b>14,520,742</b>    | <b>(10,000)</b>    | <b>(0.1%)</b>   |
|                    | Postemployment Health Care Plan                                    | 19,110,335           | 19,063,095           | 47,240             | 0.2%            |
|                    | Net Pension Liability  | 40,465,145           | 40,465,145           | -                  | 0.0%            |
|                    | <b>Total Liabilities</b>   | <b>2,259,636,570</b> | <b>1,927,022,878</b> | <b>332,613,692</b> | <b>17.3%</b>    |
|                    | <b>Deferred Inflows of Resources</b>                               |                      |                      |                    |                 |
|                    | Net Pension  | 3,387,516            | 3,387,516            | -                  | 0.0%            |
|                    | Other Postemployment Benefits                                      | 7,788,000            | 7,788,000            | -                  | 0.0%            |
|                    | <b>Total Deferred Inflows of Resources</b>                         | <b>11,175,516</b>    | <b>11,175,516</b>    | <b>-</b>           | <b>0.0%</b>     |
|                    | <b>Net Position</b>  |                      |                      |                    |                 |
|                    | Required TNE   | 109,634,498          | 108,217,951          | 1,416,547          | 1.3%            |
|                    | Funds in excess of TNE   | 1,620,176,820        | 1,608,976,192        | 11,200,628         | 0.7%            |
|                    | <b>Total Net Position</b>  | <b>1,729,811,317</b> | <b>1,717,194,142</b> | <b>12,617,175</b>  | <b>0.7%</b>     |
|                    | <b>TOTAL LIABILITIES &amp; DEFERRED INFLOWS &amp; NET POSITION</b> | <b>4,000,623,404</b> | <b>3,655,392,536</b> | <b>345,230,867</b> | <b>9.4%</b>     |

## **BALANCE SHEET – SEPTEMBER MONTH:**

**ASSETS** of \$4.0 billion increased \$345.2 million from August or 9.4%

- Operating Cash and Short-term Investments net increase of \$316.9 million due to the receipt of the CY 2022 Hospital Directed Payment (PHDP) and Managed Care Enhanced Payment Program (EPP) directed payments of \$138.2 million and Hospital Quality Assurance Fee (HQAF) funding of \$147.3 million
- Capitation Receivables increased \$22.1 million due to timing of cash receipts
- Total Capital Assets (Net of Depreciation and Amortization) increased \$6.4 million due to purchase of the Garden Grove building for \$8 million

**LIABILITIES** of \$2.3 billion increased \$332.6 million from August or 17.3%

- Medical Claims Liabilities increased \$303.9 million due primarily to CY 2022 Hospital DP, HQAF and timing of claim payments
- Deferred Revenue increased \$32.4 million due to timing of capitation payments from the Centers for Medicare & Medicaid Services (CMS)

**NET ASSETS** of \$1.7 billion, increased \$12.6 million from August or 0.7%

**CalOptima Health**  
**Board Designated Reserve and TNE Analysis**  
**as of September 30, 2023**

| Type                     | Reserve Name                 | Market Value       | Benchmark          |                    | Variance           |                     |
|--------------------------|------------------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
|                          |                              |                    | Low                | High               | Mkt - Low          | Mkt - High          |
|                          | Tier 1 - Payden & Rygel      | 236,858,904        |                    |                    |                    |                     |
|                          | Tier 1 - MetLife             | 234,983,802        |                    |                    |                    |                     |
| Board Designated Reserve |                              | 471,842,706        | 353,565,034        | 552,079,119        | 118,277,673        | (80,236,412)        |
|                          | Tier 2 - Payden & Rygel      | 54,472,840         |                    |                    |                    |                     |
|                          | Tier 2 - MetLife             | 54,216,492         |                    |                    |                    |                     |
| TNE Requirement          |                              | 108,689,332        | 109,634,498        | 109,634,498        | (945,166)          | (945,166)           |
| <b>Consolidated:</b>     |                              | <b>580,532,039</b> | <b>463,199,532</b> | <b>661,713,617</b> | <b>117,332,507</b> | <b>(81,181,578)</b> |
|                          | <i>Current reserve level</i> | <i>1.75</i>        | <i>1.40</i>        | <i>2.00</i>        |                    |                     |

**CalOptima Health**  
**Statement of Cash Flows**  
**September 30, 2023**

|   | <u>Month Ended</u>              | <u>Year-To-Date</u>             |
|---|---------------------------------|---------------------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>  |                                 |                                 |
| Change in net assets  | 12,617,175                      | 59,805,064                      |
| Adjustments to reconcile change in net assets<br>to net cash provided by operating activities |                                 |                                 |
| Depreciation & Amortization   | 969,400                         | 3,152,160                       |
| Changes in assets and liabilities:  |                                 |                                 |
| Prepaid expenses and other  | 556,715                         | (844,798)                       |
| Capitation receivable   | (22,892,292)                    | 27,291,906                      |
| Medical claims liability  | 303,949,580                     | 315,763,105                     |
| Deferred revenue  | 32,385,909                      | 1,971,710                       |
| Payable to health networks  | (15,404,001)                    | (6,676,137)                     |
| Accounts payable  | 10,799,446                      | 9,668,329                       |
| Accrued payroll   | 895,935                         | (2,627,175)                     |
| Other accrued liabilities   | (13,177)                        | (1,606,467)                     |
| Net cash provided by/(used in) operating activities   | <u>323,864,690</u>              | <u>405,897,698</u>              |
| <br>GASB 68 and GASB 75 Adjustments   | <br>-                           | <br>-                           |
| <b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>                              |                                 |                                 |
| Net Asset transfer from Foundation  | -                               | -                               |
| Net cash provided by (used in) in capital and related financing activities                    | <u>-</u>                        | <u>-</u>                        |
| <br><b>CASH FLOWS FROM INVESTING ACTIVITIES</b>   |                                 |                                 |
| Change in Investments   | 105,191,230                     | (44,730,079)                    |
| Change in Property and Equipment  | (7,411,913)                     | (10,031,591)                    |
| Change in Restricted Deposit & Other  | -                               | -                               |
| Change in Board designated reserves   | 483,930                         | (3,980,345)                     |
| Change in Homeless Health Reserve   | -                               | -                               |
| Net cash provided by/(used in) investing activities   | <u>98,263,247</u>               | <u>(58,742,015)</u>             |
| <br>NET INCREASE/(DECREASE) IN CASH & CASH EQUIVALENTS  | <br>422,127,938                 | <br>347,155,682                 |
| <br>CASH AND CASH EQUIVALENTS, beginning of period  | <br><u>\$696,603,705</u>        | <br><u>771,575,961</u>          |
| <br>CASH AND CASH EQUIVALENTS, end of period  | <br><u><u>1,118,731,643</u></u> | <br><u><u>1,118,731,643</u></u> |

**CalOptima Health - Consolidated  
Net Assets Analysis  
September 30, 2023**

| Category                                       | Item Description  | Amount (millions) | Approved Initiative | Expense to Date | %             |
|--|---|-------------------|---------------------|-----------------|---------------|
|  | <b>Total Net Position @ 9/30/2023</b>                                       | <b>\$1,729.8</b>  |                     |                 | <b>100.0%</b> |
| <b>Resources Assigned</b>                      | Board Designated Reserve <sup>1</sup>                                       | <b>580.5</b>      |                     |                 | <b>33.6%</b>  |
|  | Capital Assets, net of Depreciation <sup>2</sup>                            | <b>91.1</b>       |                     |                 | <b>5.3%</b>   |
| <b>Resources Allocated<sup>3</sup></b>         | Homeless Health Initiative <sup>4</sup>                                     | \$19.9            | \$59.9              | \$40.0          | 1.2%          |
|  | Housing and Homelessness Initiative Program*                                | 69.4              | 97.2                | 27.8            | 4.0%          |
|  | Intergovernmental Transfers (IGT)   | 58.5              | 111.7               | 53.2            | 3.4%          |
|  | Digital Transformation and Workplace Modernization                          | 68.9              | 100.0               | 31.1            | 4.0%          |
|  | Mind OC Grant (Orange)  | 0.0               | 1.0                 | 1.0             | 0.0%          |
|  | Outreach Strategy for CalFresh, Redetermination support, and other programs | 6.6               | 8.0                 | 1.4             | 0.4%          |
|  | 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                                | 0.9               | 1.0                 | 0.1             | 0.1%          |
|  | General Awareness Campaign  | 1.0               | 2.7                 | 1.7             | 0.1%          |
|  | Member Health Needs Assessment  | 0.9               | 1.0                 | 0.1             | 0.1%          |
|  | Five-Year Hospital Quality Program Beginning MY 2023                        | 149.1             | 153.5               | 4.4             | 8.6%          |
|  | Medi-Cal Annual Wellness Initiative   | 2.2               | 3.8                 | 1.6             | 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                | 1.3               | 2.0                 | 0.7             | 0.1%          |
|  | National Alliance for Mental Illness Orange County Peer Support Program     | 4.5               | 5.0                 | 0.5             | 0.3%          |
|  | Community Living and PACE Center in the City of Tustin                      | 17.7              | 18.0                | 0.3             | 1.0%          |
|  | Stipend Program for Master of Social Works                                  | 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             | 2.9%          |
|  | Distribution Event- Naloxone  | 2.5               | 15.0                | 12.5            | 0.1%          |
|  | Garden Grove Bldg Improvement   | 10.5              | 10.5                | 0.0             | 0.6%          |
|  | Post-Pandemic Supplemental  | 90.6              | 107.5               | 16.9            | 5.2%          |
|  | <b>Subtotal:</b>  | <b>\$596.5</b>    | <b>\$830.5</b>      | <b>\$234.1</b>  | <b>34.5%</b>  |
| <b>Resources Available for New Initiatives</b> | Unallocated/Unassigned <sup>1</sup>   | <b>\$461.7</b>    |                     |                 | <b>26.7%</b>  |

<sup>1</sup> Total of Board Designated Reserve and unallocated reserve amount can support approximately 92 days of CalOptima Health's current operations

<sup>2</sup> Increase due to the adoption of GASB 96 Subscription-Based Information Technology Arrangements

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

<sup>4</sup> See HHIP and HHIP summary and Allocated Funds for list of Board approved initiatives

**CalOptima Health**  
**Key Financial Indicators**  
**As of September 30, 2023**

|                  | Item Name                               | Month-to-Date (Sep 2023) |               |                 |         | FY 2024 Year-to-Date (Sep 2023) |               |                 |          |
|------------------|---|--------------------------|---------------|-----------------|---------|---------------------------------|---------------|-----------------|----------|
|                  |   | Actual                   | Budget        | Variance        | %       | Actual                          | Budget        | Variance        | %        |
| Income Statement | Member Months                           | 979,148                  | 959,564       | 19,584          | 2.0%    | 2,949,007                       | 2,927,918     | 21,089          | 0.7%     |
|                  | Operating Revenue                       | 502,526,257              | 350,897,442   | 151,628,815     | 43.2%   | 1,227,643,964                   | 1,069,494,271 | 158,149,693     | 14.8%    |
|                  | Medical Expenses                        | 470,936,218              | 323,505,345   | (147,430,873)   | (45.6%) | 1,121,935,884                   | 993,255,230   | (128,680,654)   | (13.0%)  |
|                  | General and Administrative Expense      | 19,504,662               | 20,382,917    | 878,255         | 4.3%    | 53,606,826                      | 61,576,959    | 7,970,133       | 12.9%    |
|                  | Non-Operating Income/(Loss)             | 531,798                  | 1,047,398     | (515,600)       | (49.2%) | 7,703,810                       | (16,857,807)  | 24,561,617      | 145.7%   |
|                  | <b>Summary of Income &amp; Expenses</b> | 12,617,175               | 8,056,578     | 4,560,597       | 56.6%   | 59,805,064                      | (2,195,725)   | 62,000,789      | 2,823.7% |
| Ratios           | <b>Medical Loss Ratio (MLR)</b>         | <b>Actual</b>            | <b>Budget</b> | <b>Variance</b> |         | <b>Actual</b>                   | <b>Budget</b> | <b>Variance</b> |          |
|                  | Consolidated                            | 93.7%                    | 92.2%         | 1.5%            |         | 91.4%                           | 92.9%         | (1.5%)          |          |
|                  | <b>Administrative Loss Ratio (ALR)</b>  | <b>Actual</b>            | <b>Budget</b> | <b>Variance</b> |         | <b>Actual</b>                   | <b>Budget</b> | <b>Variance</b> |          |
|                  | Consolidated                            | 3.9%                     | 5.8%          | 1.9%            |         | 4.4%                            | 5.8%          | 1.4%            |          |

Key:

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

|            |   |                      |                                     |               |          |
|------------|---|----------------------|-------------------------------------|---------------|----------|
| Investment | <b>Investment Balance (excluding CCE)</b>     | <b>Current Month</b> | <b>Prior Month</b>                  | <b>Change</b> | <b>%</b> |
|            | @ 9/30/2023                                   | 2,280,301,230        | 2,387,443,347                       | (107,142,117) | (4.5%)   |
|            | <b>Unallocated/Unassigned Reserve Balance</b> | <b>Current Month</b> | <b>Fiscal Year Ending June 2023</b> | <b>Change</b> | <b>%</b> |
|            | @ September 2023                              |                      |                                     |               |          |
|            | Consolidated                                  | 461,731,753          | 354,771,258                         | 106,960,495   | 30.1%    |
|            | Days Cash On Hand**                           | 92                   |                                     |               |          |

\*\*Total of Board Designated reserve and unallocated reserve amount can support approximately 92 days of CalOptima Health's current operations.

**CalOptima Health**  
**Digital Transformation Strategy (\$100 million total reserve)**  
**Funding Balance Tracking Summary**  
**For the Three Months Ended September 30, 2023**

|   | FY 2024 Month-to-Date |                 |             |            | FY 2024 Year-to-Date |                 |             |            |
|---|-----------------------|-----------------|-------------|------------|----------------------|-----------------|-------------|------------|
|   | Actual Spend          | Approved Budget | Variance \$ | Variance % | Actual Spend         | Approved Budget | Variance \$ | Variance % |
| <b>Capital Assets (Cost, Information Only):</b> |                       |                 |             |            |                      |                 |             |            |
| Total Capital Assets                            | (79,797)              | 4,819,310       | 4,899,107   | 101.7%     | 16,308,377           | 14,457,930      | (1,850,447) | -12.8%     |

| All Time to Date |                 |             |            |
|------------------|-----------------|-------------|------------|
| Actual Spend     | Approved Budget | Variance \$ | Variance % |
| 19,906,428       | 51,303,930      | 31,397,502  | 61.2%      |

|                            |           |           |           |        |           |           |           |        |
|----------------------------|-----------|-----------|-----------|--------|-----------|-----------|-----------|--------|
| <b>Operating Expenses:</b> |           |           |           |        |           |           |           |        |
| Salaries, Wages & Benefits | 601,667   | 609,649   | 7,982     | 1.3%   | 1,820,517 | 1,828,947 | 8,430     | 0.5%   |
| Professional Fees          | (21,286)  | 175,416   | 196,702   | 112.1% | 9,712     | 526,248   | 516,536   | 98.2%  |
| Purchased Services         | -         | 155,000   | 155,000   | 100.0% | -         | 465,000   | 465,000   | 100.0% |
| Other Expenses             | 1,873,536 | 1,278,509 | (595,027) | -46.5% | 2,672,163 | 3,835,527 | 1,163,364 | 30.3%  |
| Total Operating Expenses   | 2,453,917 | 2,218,574 | (235,343) | -10.6% | 4,502,392 | 6,655,722 | 2,153,330 | 32.4%  |

|            |            |           |        |
|------------|------------|-----------|--------|
| 5,239,093  | 7,121,180  | 1,882,087 | 26.4%  |
| 275,905    | 2,658,748  | 2,382,843 | 89.6%  |
| -          | 775,000    | 775,000   | 100.0% |
| 5,686,940  | 7,227,907  | 1,540,967 | 21.3%  |
| 11,201,938 | 17,782,835 | 6,580,897 | 37.0%  |

|                                  |                     |                        |
|----------------------------------|---------------------|------------------------|
| <b>Funding Balance Tracking:</b> | <b>Actual Spend</b> | <b>Approved Budget</b> |
| Beginning Funding Balance        | 100,000,000         | 100,000,000            |
| Less:                            |                     |                        |
| FY2023                           | 10,297,597          | 47,973,113             |
| FY2024                           | 20,810,769          | 47,609,899             |
| FY2025                           |                     |                        |
| Ending Funding Balance           | 68,891,634          | 4,416,988              |

**CalOptima Health**  
**Summary of Homeless Health Initiatives (HHI) and Allocated Funds**  
**As of September 30, 2023**

| <b>Funds Allocation, approved initiatives:</b>  | <b>Allocated Amount</b> | <b>Utilized Amount</b> | <b>Remaining Approved Amount</b> |
|---|-------------------------|------------------------|----------------------------------|
| 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 & Federal Qualified Health Center (FQHC)                   | 1,600,000               | 1,600,000              | -                                |
| CalOptima Homeless Response Team  | 1,681,734               | 1,681,734              | -                                |
| Homeless Coordination at Hospitals  | 10,000,000              | 9,956,478              | 43,522                           |
| CalOptima Days, HCAP and FQHC Administrative Support                                    | 963,261                 | 662,709                | 300,552                          |
| FQHC (Community Health Center) Expansion  | 21,902                  | 21,902                 | -                                |
| Homeless Clinical Access Program (HCAP) and CalOptima Days                              | 9,888,914               | 3,170,400              | 6,718,514                        |
| Vaccination Intervention and Member Incentive Strategy                                  | 400,000                 | 54,649                 | 345,351                          |
| Street Medicine   | 8,000,000               | 2,489,000              | 5,511,000                        |
| Outreach and Engagement   | 7,000,000               | -                      | 7,000,000                        |
| Housing and Homelessness Incentive Program (HHIP) <sup>1</sup>                          | 40,100,000              | -                      | 40,100,000                       |
| <b>Subtotal of Approved Initiatives</b>   | <b>\$ 100,000,000</b>   | <b>\$ 39,981,061</b>   | <b>\$ 60,018,939</b>             |
| Transfer of funds to HHIP <sup>1</sup>  | (40,100,000)            | -                      | (40,100,000)                     |
| <b>Program Total</b>  | <b>\$ 59,900,000</b>    | <b>\$ 39,981,061</b>   | <b>\$ 19,918,939</b>             |

**Notes:**

<sup>1</sup>On 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 September 30, 2023**

| <b>Funds Allocation, approved initiatives:</b>                  | <b>Allocated<br/>Amount</b>       | <b>Utilized Amount</b> | <b>Remaining<br/>Approved<br/>Amount</b> |
|---|-----------------------------------|------------------------|--|
| Office of Care Coordination                                     | 2,200,000                         | 2,200,000              | -  |
| Pulse For Good  | 800,000                           | 382,200                | 417,800                                  |
| Consultant  | 600,000                           | -                      | 600,000                                  |
| Equity Grants for Programs Serving Underrepresented Populations | 4,021,311                         | 1,461,149              | 2,560,162                                |
| Infrastructure Projects   | 5,832,314                         | 2,785,365              | 3,046,949                                |
| Capital Projects  | 73,247,369                        | 21,000,000             | 52,247,369                               |
| System Change Projects  | 10,180,000                        | -                      | 10,180,000                               |
| Non-Profit Healthcare Academy                                   | 354,530                           | -                      | 354,530                                  |
| <b>Total of Approved Initiatives</b>                            | <b>\$ 97,235,524 <sup>1</sup></b> | <b>\$ 27,828,714</b>   | <b>\$ 69,406,810</b>                     |

**Notes:**

<sup>1</sup>Total funding \$97.2M: \$40.1M Board-approved reallocation from HHI, \$22.3M from CalOptima Health existing reserves and \$34.8M from DHCS HHIP incentive payments

**CalOptima Health**  
**Budget Allocation Changes**  
**Reporting Changes for September 2023**

| 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 OpenHire and Wingspan                          | \$23,000  | To reallocate funds from Corporate Application HR - Dayforce Inview to Corporate Application HR-SilkRoad OpenHire 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         | Enterprise Project Management Office – Training & Seminar   | Enterprise Project Management Office – Professional Fees                           | \$10,000  | 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 – 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     |

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 November 2, 2023

### Monthly Compliance Report

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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

- **2023 Compliance Program Effectiveness (CPE) Audit (*applicable to OneCare*):**

**Update:**

- CalOptima Health has contracted with an independent consulting firm to conduct a CPE audit of CalOptima Health.
- The following audit sessions have been scheduled:
  - Audit Webinar Sessions – October 10-13, 2023
  - Exit Conference – October 16, 2023

**Background:**

- CalOptima Health is required to conduct an independent audit on the effectiveness of its Compliance program on an annual basis. The audit review period will be from February 1, 2023, through August 1, 2023.

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

**Update:**

- 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)

- CalOptima Health is currently awaiting the document request from Davis Farr LLP, which will formally start the audit process.

**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.
- **2024 Medicare Part C and Data 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.
- The consulting firm has started training sessions to prepare the plan for the upcoming 2024 MDVA audit season.
- The audit will commence in 2024.

**Background:**

- CMS requires MAOs to contract with an independent consulting firm annually to conduct an independent review to validate data reported to CMS by CalOptima Health per the Medicare Part C and Part D Reporting Requirements.

## 2. Medi-Cal

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

**Update:**

As of August 31, 2023:

- **226 deliverables have been submitted** for 2024 MCP operational readiness.
- **214 items have received approval** at this point.
  - Remaining deliverables are awaiting a response from the Department of Health Care Services (DHCS) or under review by CalOptima Health as part of an additional information request made by DHCS.
  - CalOptima Health is on-track for all remaining deliverables.

Please be advised that a final version of the 2024 MCP Contract has not yet been provided to CalOptima Health and is expected in November 2023.

**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.*

- **2023 DHCS Routine Medical Audit:**

**Update:** On 9/15/23, CalOptima Health submitted its corrective action plan in response to DHCS' request. CalOptima Health will continue to provide updates and responses to DHCS and track all milestone deliverables until CAP closure.

**Background – FYI Only**

On 8/18/23, DHCS provided CalOptima Health with the final Medical Audit reports and formal request for corrective action. The final reports reflect the results:

- 2023 Medical Audit Report: 2 findings

The summary of the draft findings in Category 2 are as follows:

- **2.1.1 Provision of Initial Health Assessment (IHA)**

DHCS Finding #1: The Plan did not ensure that an IHA was performed by the member's primary care providers, perinatal care providers, and non-physician mid-level practitioners.

- DHCS Recommendation: Revise and implement policies and procedures to ensure compliance and the provision of the Plan's contracted PCPs to perform IHA to new members.

- **2.2.1 - Performance of Pediatric Risk Stratification Process (PRSP)**

DHCS Finding #2: The Plan did not ensure that members who did not have medical utilization data, claims processing data history, or other assessments or survey information available for PRSP were automatically categorized as high risk until further assessment data was gathered to make an additional risk determination.

- DHCS Recommendation: Revise and implement policies and procedures to ensure compliance with PRSP performance to WCM members.

**Annual (routine) Audit Scope:**

- Utilization management
- Case management and coordination of care
- Availability and accessibility
- Member rights
- Quality management
- Administrative and organizational capacity

**Focused Audit:**

- Scope included:
  - Transportation
  - Behavioral Health
- Staff interviews were conducted February 27 through March 8, 2023.
- No soft exit.
- Once DHCS concludes its focused audit reviews of all MCPs, a report is anticipated to be released by Q2 2024. More information to follow as DHCS finalizes and communicates next steps.

## **B. Regulatory Notices of Non-Compliance**

- CalOptima Health did not receive any notices of non-compliance from its regulators for the month of September 2023.

## **C. Updates on Health Network Monitoring and Audits**

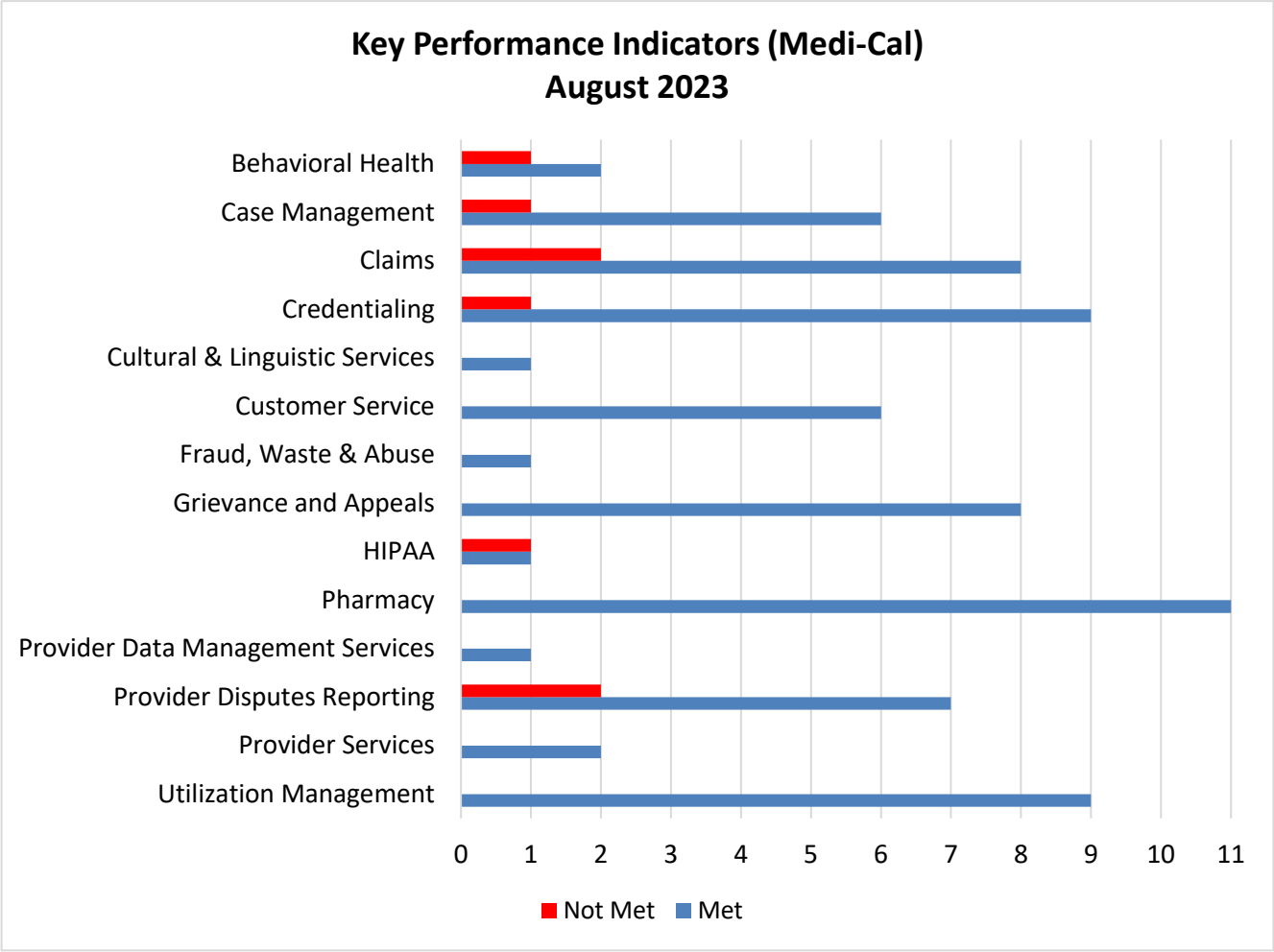
- **Health Network Audits:**
  - CalOptima Health's Delegation Oversight (DO) department completed annual audits on the following delegated health networks to assess their capabilities and performance with delegated activities:
    - HPN-Regal Medical Group, May 1, 2022 – May 31, 2023
  - Audit tools and elements were derived from accrediting, regulatory and CalOptima Health contractual standards. For areas that scored below the 100% threshold, DO issued a corrective action plan (CAP) request, and is actively working with each health network to remediate findings.
  - The audit included review of specific P&Ps and sample files.
  - A number of areas were identified as opportunities to improve processes and timeliness of notifications to achieve 100% compliance.
  - CalOptima Health will validate the effectiveness of corrective actions once implementation is complete.

## **D. Internal Audit Updates**

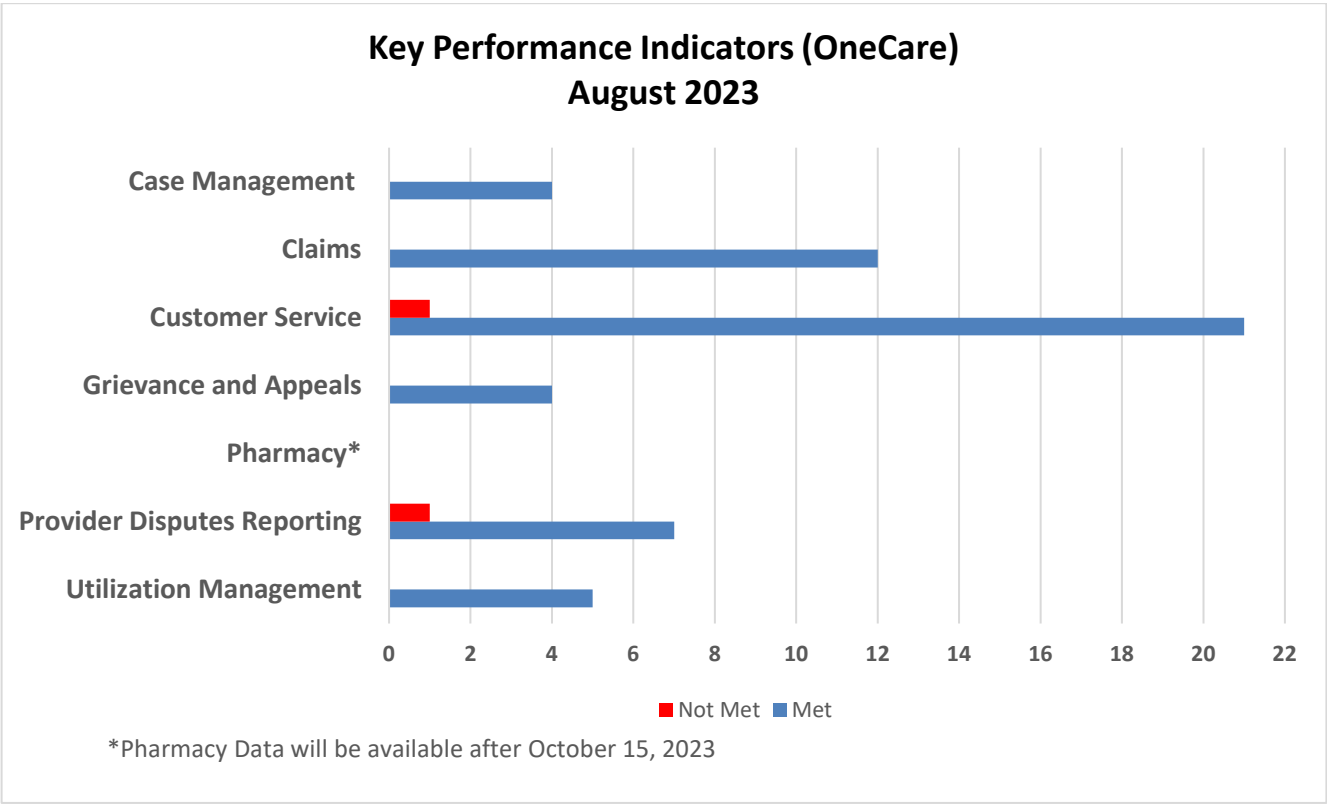
- **Internal Annual Audit:**
  - During the third quarter of 2023, CalOptima Health's Internal Audit and Delegation Oversight departments released preliminary results on the following internal departments to assess compliance with universe, timeliness, clinical decision-making, and processing requirements, as applicable for the review period of January 1, 2023, to May 31, 2023:
    - Utilization Management (Medi-Cal)
  - For areas that scored below the required threshold, Delegation Oversight will issue a corrective action plan (CAP) request and will actively work with the department to remediate findings.
  - A number of areas were identified as opportunities to improve processes and timeliness of notifications to achieve 100% compliance.
  - CalOptima Health will validate the effectiveness of corrective actions once implementation is complete.

- **Internal Key Performance Indicators (KPIs):**
  - The KPI’s are collected monthly from the internal departments.
  - A corrective action plan (CAP) is issued to the department when a measurement scores below the department’s threshold for three consecutive months. The Internal Audit department actively works with the department to remediate non-compliant scores.
  - The charts below illustrate the number of KPIs for each functional area.
    - Red bar indicates the number of KPIs not met
    - Blue bar indicates the number of KPIs met

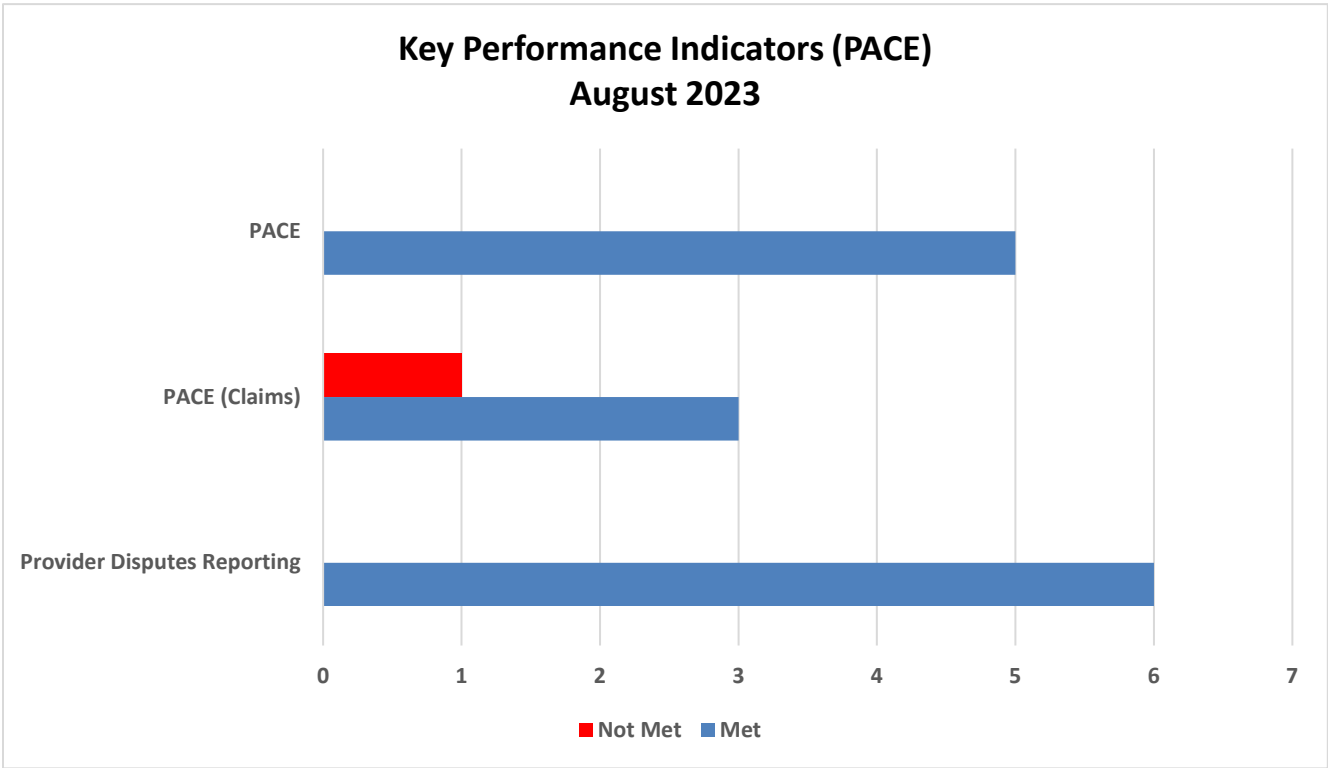
**Medi-Cal**



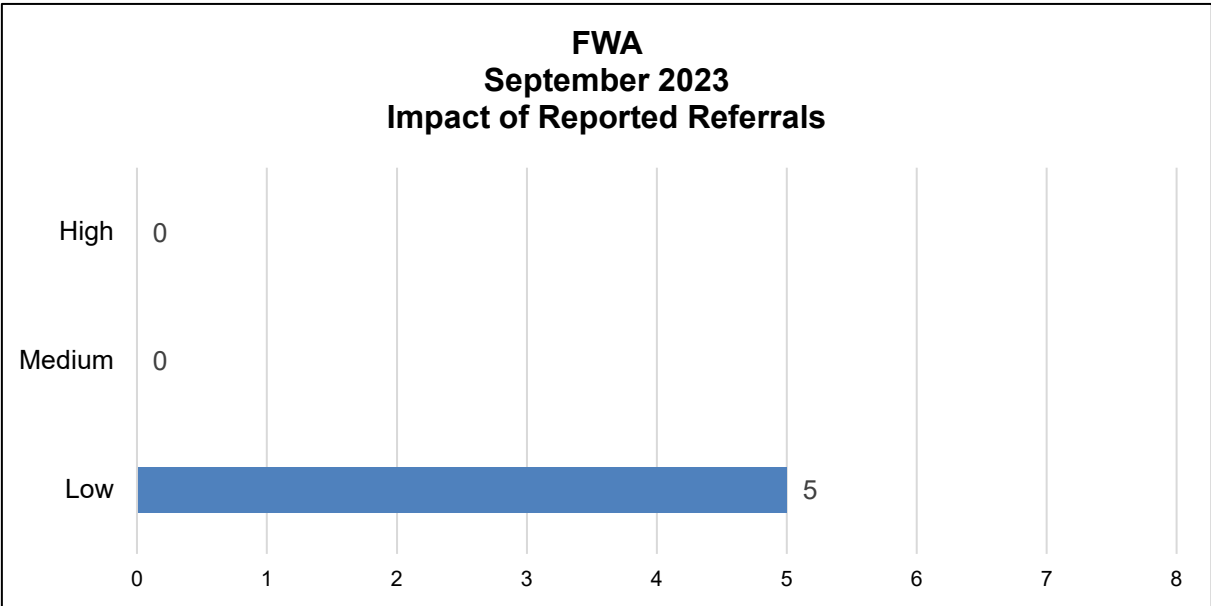
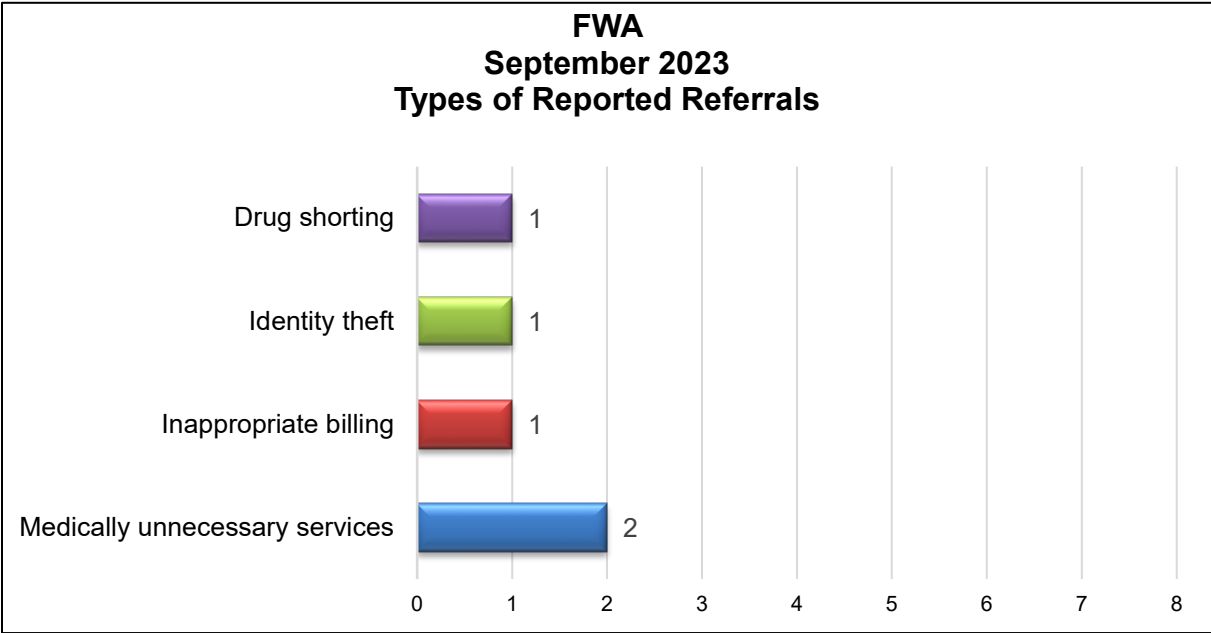
**OneCare**



**PACE**



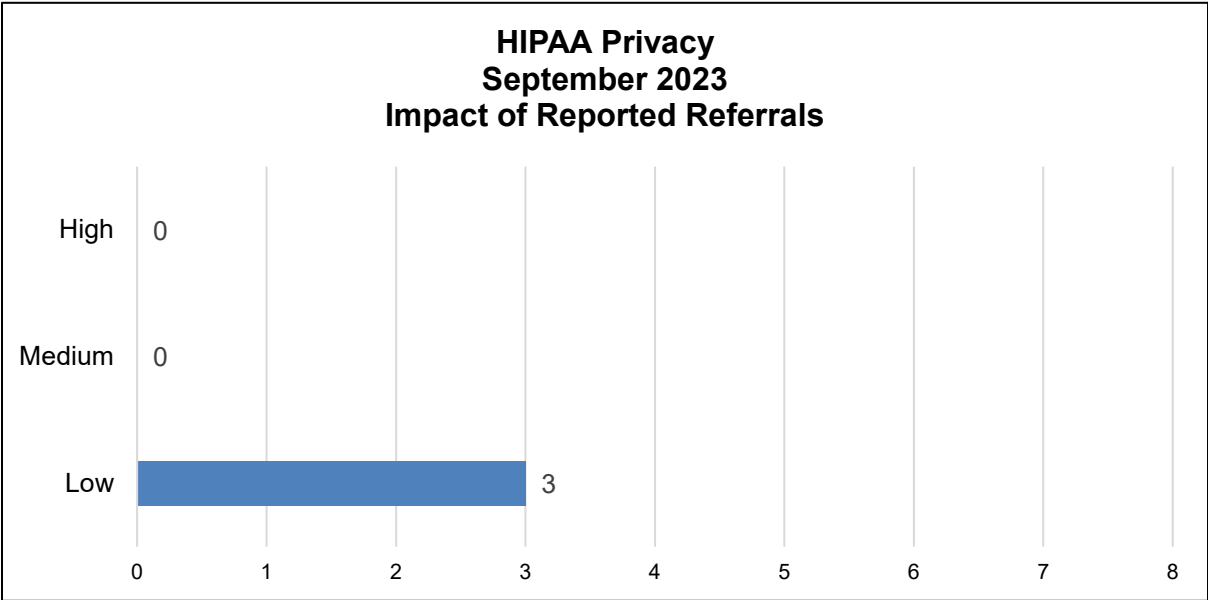
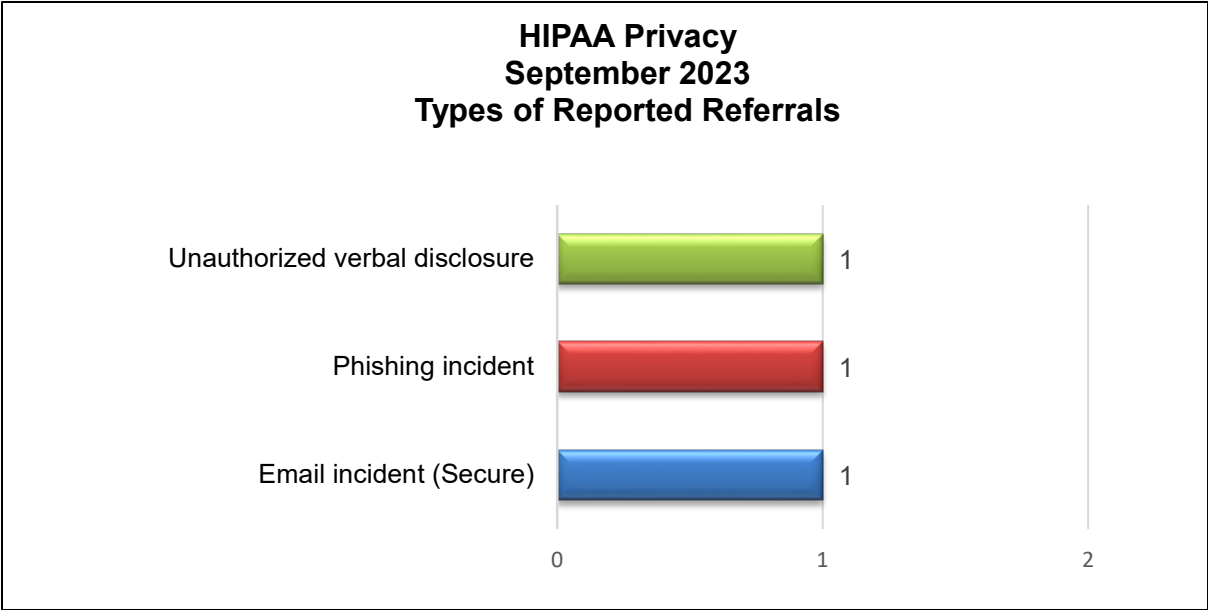
E. **Fraud, Waste & Abuse (FWA) Investigations (September 2023)**



|  |   |
|--|---|
| Total Number of New Cases Referred to DHCS (State)                   | 5 |
| Total Number of New Cases Referred to DHCS and CMS*                  | 0 |
| Total Number of Referrals (Subjects) Reported to Regulatory Agencies | 5 |

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

F. Privacy Update: (September 2023)



|   |   |
|---|---|
| Total Number of Referrals Reported to DHCS (State)                                      | 3 |
| Total Number of Referrals / Breaches Reported to DHCS and Office for Civil Rights (OCR) | 0 |

## MEMORANDUM

October 13, 2023

**To:** CalOptima Health

**From:** Potomac Partners DC & Strategic Health Care

**Re:** October Board of Directors Report

### FISCAL YEAR 2024 APPROPRIATIONS

On the last day of Fiscal Year 2023 (FY23), Congress passed a Continuing Resolution (CR) to avert a government shutdown. The text of the CR is available [here](#). The final CR extends government funding until November 17, 2023, and provides an extension for the Federal Aviation Administration until December 31, 2023. Ultimately, the bill did not include funding for the border that House Republicans requested, nor did it include funding for Ukraine as requested by the White House. The bill passed the House [335-91](#) with 7 not voting, and in the Senate [88-9](#) with 2 not voting. The House had planned to continue consideration of the FY24 appropriations bills in an effort to avoid another CR in mid-November. However, the removal of Rep. Kevin McCarthy (R-CA) as Speaker radically altered the schedule for the week, and the House adjourned without any progress on FY24 spending bills. In the Senate, Senator Rick Scott (R-FL) and 20 other Republican Senators have vowed to oppose any Senate floor action that is unrelated to FY24.

### SPEAKER OF THE HOUSE

On October 2<sup>nd</sup>, Rep. Matt Gaetz (R-FL) motioned to remove Speaker Kevin McCarthy (R-CA) from his post. On October 3<sup>rd</sup>, Speaker McCarthy was ousted from the speakership by a 216-210 vote. This is the first time in U.S. history that a Speaker of the House has been removed by a motion to vacate the Chair. A speaker vacancy has stalled all House proceedings until a successor is chosen. Patrick McHenry (R-NC) has been appointed as a temporary *Speaker Pro Tempore* to oversee the speaker election process with limited additional responsibilities, per House rules. [Rep. Scalise](#) (R-LA) initially joined the race for Speaker as the favored candidate, but after he was unable to secure the support of the entire caucus, he stepped out of the race on [October 12<sup>th</sup>](#). [Rep. Jordan](#) (R-OH) had formally entered the race but, after a closed-door caucus vote, offered to nominate Majority Leader Scalise before his withdrawal. Now that Rep. Scalise has stepped out of the race, Rep. Jordan has renewed his efforts. Rep. Austin Scott (R-GA) has also entered the race for Speaker.

## **MEDICARE SAVINGS PROGRAM FINAL RULE**

The U.S. Department of Health and Human Services's (HHS) Centers for Medicare & Medicaid Services (CMS) has issued a final rule aimed at making it easier for eligible individuals to enroll and retain eligibility in the Medicare Savings Program (MSP). The final rule emphasizes that states should review electronic sources and accept self-attestation, saving older adults and people with disabilities over \$87 million on transportation, copying, postage, and other related costs. A brief factsheet on the rule is available [here](#). The full text of the final rule is available [here](#).

## **CENTER FOR MEDICARE & MEDICAID INNOVATION EXCEEDS BUDGET ESTIMATES**

A new report by the Congressional Budget Office (CBO) reveals that the Center for Medicare & Medicaid Innovation's (CMMI) activities have increased federal spending, contrary to initial projections. The CBO's analysis of the first decade of operation shows that the center's activities increased direct spending by \$5.4 billion, or 0.1 percent of net spending on Medicare, between 2011 and 2020. This is despite the CBO's previous estimate that CMMI's activities would reduce net federal spending. The CBO report also highlights that CMMI's activities are projected to increase net federal spending by \$1.3 billion, or 0.01 percent of net spending on Medicare, over the center's second decade, which extends from 2021 to 2030. This is a stark contrast to the CBO's 2010 projection, which estimated net savings of \$77.5 billion, or 0.8 percent of net spending on Medicare, in the second decade of the center's operation. The report attributes the difference to an update in the agency's expectation about the rate at which CMMI will identify and expand models that reduce spending. The full CBO report is available [here](#).

## **LONG COVID GRANTS**

Last month, HHS awarded \$45 million in grants to expand access to care for people diagnosed with 'Long COVID'. Long COVID is commonly described as signs, symptoms, and conditions that continue or develop after an initial COVID-19 infection, with people experiencing persistent, varying, and potentially disabling health impacts. HHS issued guidance over the summer designating 'Long COVID' as a disability that is covered under Sections 504 and 1557 of the Americans with Disabilities Act (ADA). These grants are part of the response to the [National Research Action Plan](#), a broader government-wide effort in response to the [Presidential Memorandum](#) directing the HHS Secretary to mount a complete and effective response to Long COVID.

## **COVID VACCINES**

The CDC is now recommending that everyone 6 months and older receive an updated COVID-19 vaccine to protect against the potentially serious outcomes of COVID-19 this fall and winter.

Updated information on COVID-19 and vaccine schedule recommendations are available [here](#). In a letter addressed to the health care payer community, HHS Secretary Xavier Becerra acknowledged the successful transition of COVID-19 vaccines from government distribution to traditional health care channels. However, the Secretary expressed concern over insurance coverage denials faced by some consumers seeking the updated vaccines. The letter emphasizes the legal obligations of health care payers to provide coverage for these vaccines and highlights the ongoing partnership between HHS and the payer community. The letter to health care payers is available [here](#).

Additionally, HHS's Administration for Strategic Preparedness and Response (ASPR) has announced the selection of initial next-generation vaccine candidates and more than \$500 million in awards for Project NextGen, kick-starting planning for Phase 2b clinical trials and technologies that advance innovative next-generation vaccine and therapeutics platforms. This is in addition to the \$1.4 billion awarded in August.

### **MEDICAID MANAGED CARE ORGANIZATIONS**

The latest payer group to be investigated for their prior authorization practices are Medicaid managed care organizations (MCOs). The top Democrat on the House Energy & Commerce Committee, Frank Pallone (D-NJ), and Senate Finance Chair Ron Wyden (D-OR) sent letters to seven MCOs seeking answers on reports of high rates of prior authorization denials for patients. The two leaders quote a recent HHS Inspector General report showing high rates of denial of health services by Medicaid MCOs. The press release with the letters to the organizations is available [here](#).

Blue Shield of California is offering an "underwriting holiday" for Medicare supplemental plans from October 1<sup>st</sup> - January 1<sup>st</sup>, allowing applicants to skip health questions that could disqualify them and not require underwriting for approval. More information is available [here](#).

### **2024 MEDICARE ADVANTAGE AND PART D RATES**

CMS has released rates for Medicare Advantage and Medicare Part D prescription drug programs for 2024. The average monthly plan premium for all MA plans, including MA-Prescription Drug plans, is projected to increase from \$17.86 in 2023 to \$18.50 in 2024. However, most enrollees who choose to stay in their plan will experience little to no premium increase, with nearly 73% of beneficiaries not seeing any premium increase at all. Enrollment in MA is expected to rise from 31.6 million in 2023 to 33.8 million in 2024, representing just over 50 percent of all Medicare enrollees. The CMS Innovation Center's Medicare Advantage Value-Based Insurance Design (VBID) Model will also expand in 2024, offering person-centered innovative benefits to a

projected 8.7 million people. The press release from CMS is available [here](#), along with a factsheet available [here](#).

### **DEA EXTENDS TELEHEALTH PRESCRIPTIVE AUTHORITY**

The Drug Enforcement Agency (DEA) has issued a temporary rule extending the full set of telemedicine flexibilities for the prescription of controlled substances (in place during the PHE) through December 31<sup>st</sup>, 2024. The current waiver was due to expire on November 11<sup>th</sup>. This extension authorizes all DEA-registered practitioners to prescribe schedule II-V controlled medications via telemedicine through December 31<sup>st</sup>, 2024, without having to conduct an in-person medical evaluation. DEA expects to promulgate new permanent standards or safeguards by the fall of 2024. The rule text is available [here](#).



## CALOPTIMA HEALTH - STATE LEGISLATIVE REPORT

### October 23, 2023

#### Legislative Update

Thursday, September 14, ended the first year of the 2023-2024 legislative session. The Governor had until October 14 to sign or veto bills. Governor Newsom finished his work one day early having considered 1,046 total bills this year. He had an overall 14.9% veto rate (compared to 14.5% last year). Many of the Governor's veto messages focused on cost concerns often stating there would be an additional \$19 billion hit to the budget if he signed all the bills presented to him. Many of the healthcare, housing and homelessness related bills vetoed also mentioned redundancy with CalAIM or other initiatives being implemented by the administration.

There were 25 non-budget bills on CalOptima Health's watch list that made it to the Governor's desk - twelve were signed and thirteen were vetoed. The remaining 31 bills being monitored become two-year bills and provide a preview of the legislative watch for next year which will also include new bills for 2024.

Legislators will now spend most of their time in their districts during the interim recess. Assemblymember Sharon Quirk-Silva (D-Fullerton) will host an informational hearing for the Select Committee on Orange County Homelessness and Mental Health Services on Tuesday, October 24, in Buena Park. The discussion will focus on addressing the crisis of homelessness in Orange County and provider best practices.

Assembly Speaker Robert Rivas (D-Hollister) is still likely to change committee chairmanships in early December. Assemblymember Jim Wood (D-Healdsburg) is expected to remain Chair of the Assembly Health Committee. The Budget Chair is expected to be replaced. All of Orange County's Assembly Democrat delegation members Avelino Valencia (D-Anaheim), Sharon Quirk-Silva (D-Fullerton), Cottie Petrie-Norris (D-Irvine) and Blanca Pacheco (D-Downey) are expected to fare well under the new Assembly leadership. More information is to come on the Senate leadership change expected in the spring of 2024.

#### Key Legislation Watch

##### **AB 271 (Quirk-Silva) – Homeless Death Review Committee – CalOptima Health Support**

**Status:** Passed Senate and Assembly with no "no" votes recorded. Governor signed bill 9/1/23.

Authorizes counties to establish a homeless death review committee for the purposes of gathering information to identify the root causes of death of homeless individuals and determine strategies to improve coordination of services for homeless. Establishes procedures for sharing/disclosing information by a homeless death review committee.

##### **AB 1230 (Valencia) – Special Needs Plans – CalOptima Health Watch**

**Status:** Two-year bill. Author pulled bill from committee hearing 4/20/23.

Directs DHCS to offer contracts to health care service plans for Highly Integrated Dual Eligible Special Needs Plans and Fully Integrated Dual Eligible Special Needs Plans to provide care to dual eligible beneficiaries. County Organized Health Systems expressed concerns about circumventing authority to exclusively contract with providers in their services areas.

**SB 43 (Eggman) – Gravely Disabled – *CalOptima Health Watch*****Status:** Passed Senate and Assembly unanimously. Governor signed bill 10/10/23.

This bill expands the definition of “gravely disabled,” for purposes of involuntarily detaining an individual with a severe substance use disorder (SUD), or a co-occurring mental health (MH) disorder and a severe SUD, or chronic alcoholism that is unable to additionally provide for personal safety or necessary medical care. This bill deems statements of specified health practitioners, for purposes of an expert witness in a proceeding relating to the appointment or reappointment of a conservator, as not made inadmissible by the hearsay rule, as specified.

**SB 598 (Skinner) – Prior Authorization – *CalOptima Health Oppose*****Status:** Bill died in Assembly Appropriations Committee 9/1/23. SB 516 eligible for consideration in January.

This bill sought to control health insurance plans’ use of prior authorization to control costs. It would have waived prior authorization for clinicians who regularly have 90% of their prior authorizations approved. Although SB 598 died, it resurfaced as a “gut an amend” bill on September 13 as **SB 516 (Skinner)** and is eligible to be considered in January.

**Proposition 1 – March 2024 – *CalOptima Health Watch*****Status:** AB 531 and SB 326 passed both houses with SB 326 receiving unanimous support. They will be combined as Proposition 1 on the March 5, 2024, ballot. Governor signed both bills 10/12/23.**AB 531 (Irwin) – Behavioral Health Infrastructure Bond Act**

Creates Behavioral Health Infrastructure Bond Act of 2024, to authorize general obligation bonds to finance permanent supportive housing for veterans/others experiencing homelessness (or at risk) with severe behavioral health challenges in unlocked and locked behavioral health treatment and residential settings. Allows for streamlined review for capital projects. Amended 9/11/23 to increase the bond \$1.7 billion from the original \$4.68 billion to \$6.38 billion.

**SB 326 (Eggman) – Behavioral Health Services Act**

Revises the Mental Health Services Act (MHSA) as the Behavioral Health Services Act (BHSA) if voters approve amendments at the March 5, 2024, statewide primary election. This bill clarifies that county behavioral health programs are permitted to use BHSA funds to treat primary substance use disorder conditions and makes conforming changes throughout the BHSA. This bill restructures current MHSA funding buckets and enhances the current process for local planning of various services funded by the BHSA, and for oversight, accountability, and reporting of BHSA funds.

## 2023–24 Legislative Tracking Matrix

| Bill Number<br>Author                      | Bill Summary   | Bill Status   | Position/Notes          |
|--|--|---|-------------------------|
| <b>Behavioral Health</b>                   |  |   |                         |
| <b><u>S. 923</u></b><br>Bennet (CO)        | <p><b>Better Mental Health Care for Americans Act:</b> 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 substance use disorder (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><i><b>Potential CalOptima Health Impact:</b></i> Increased access to behavioral health services for CalOptima Health members; increased funding for contracted providers; increased staff oversight of OneCare provider directory.</p> | <b>03/22/2023</b><br>Introduced; referred to Senate Finance Committee | CalOptima Health: Watch |
| <b><u>S. 1378</u></b><br>Cortez Masto (NV) | <p><b>Connecting Our Medical Providers with Links to Expand Tailored and Effective (COMPLETE) Care Act:</b> 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><i><b>Potential CalOptima Health Impact:</b></i> Increased resources and access to behavioral health services for CalOptima Health OneCare members; increased funding for contracted providers.</p>  | <b>04/27/2023</b><br>Introduced; referred to Senate Finance Committee | CalOptima Health: Watch |
| <b><u>SB 43</u></b><br>Eggman              | <p><b>Gravely Disabled Definition:</b> 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><i><b>Potential CalOptima Health Impact:</b></i> Increased oversight of CalOptima Health Medi-Cal members newly considered as gravely disabled.</p>  | <b>10/10/2023</b><br>Signed into law                                  | CalOptima Health: Watch |

| Bill Number<br>Author            | Bill Summary   | Bill Status   | Position/Notes             |
|----------------------------------|--|---|----------------------------|
| <b><u>SB 326</u></b><br>Eggman   | <p><b>The Behavioral Health Services Act:</b> 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><b><i>Potential CalOptima Health Impact:</i></b> Increased resources and access to behavioral health services and housing interventions for CalOptima Health members.</p> | <b>10/12/2023</b><br>Signed into law  | CalOptima Health:<br>Watch |
| <b><u>SB 363</u></b><br>Eggman   | <p><b>Behavioral Health Facilities Database:</b> 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><b><i>Potential CalOptima Health Impact:</i></b> Increased resources and access to behavioral health services for CalOptima Health Medi-Cal members.</p>  | <p><b>06/13/2023</b><br/>Passed Assembly Health Committee; referred to Assembly Appropriations Committee</p> <p><b>05/24/2023</b><br/>Passed Senate floor; referred to Assembly</p> | CalOptima Health:<br>Watch |
| <b><u>AB 492</u></b><br>Pellerin | <p><b>Reproductive and Behavioral Health Integration Pilot Programs:</b> 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><b><i>Potential CalOptima Health Impact:</i></b> Increased funding and access to reproductive and behavioral health services.</p>  | <p><b>06/14/2023</b><br/>Referred to Senate Health Committee</p> <p><b>05/31/2023</b><br/>Passed Assembly floor</p>   | CalOptima Health:<br>Watch |

| Bill Number<br>Author              | Bill Summary  | Bill Status  | Position/Notes          |
|------------------------------------|---|--|-------------------------|
| <b><u>AB 512</u></b><br>Waldron    | <p><b>Behavioral Health Facilities Database:</b> 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><b><i>Potential CalOptima Health Impact:</i></b> Increased efficiency and timeliness of facility referrals; decreased visits to the emergency department.</p> | <b>03/14/2023</b><br>Passed Assembly Health Committee; referred to Assembly Appropriations Committee | CalOptima Health: Watch |
| <b><u>AB 531</u></b><br>Irwin      | <p><b>The Behavioral Health Infrastructure Bond Act of 2023:</b> 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><b><i>Potential CalOptima Health Impact:</i></b> Increased behavioral health services and community supports for some CalOptima Health members.</p>  | <b>10/12/2023</b><br>Signed into law   | CalOptima Health: Watch |
| <b><u>AB 940</u></b><br>Villapudua | <p><b>Eating Disorder Treatment:</b> Would expand the approved facilities for inpatient treatment of eating disorders to include psychiatric health facilities.</p> <p><b><i>Potential CalOptima Health Impact:</i></b> Increased access to treatment for eating disorders.</p>   | <b>04/11/2023</b><br>Assembly Health Committee hearing canceled by author                            | CalOptima Health: Watch |
| <b><u>AB 1316</u></b><br>Irwin     | <p><b>Psychiatric Emergency Medical Conditions:</b> 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><b><i>Potential CalOptima Health Impact:</i></b> Increased scope of behavioral health services for CalOptima Health Medi-Cal members.</p>  | <b>04/10/2023</b><br>Assembly Health Committee hearing canceled by author                            | CalOptima Health: Watch |

| Bill Number<br>Author   | Bill Summary   | Bill Status   | Position/Notes             |
|---|--|---|----------------------------|
| <b><u>AB 1451</u></b><br>Jackson                                    | <p><b>Urgent and Emergency Mental Health and SUD Treatment:</b> 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><b>Potential CalOptima Health Impact:</b> Increased scope of and/or modified utilization management (UM) procedures for behavioral health services provided to CalOptima Health Medi-Cal members.</p>  | <p><b>10/07/2023</b><br/>Vetoed<br/>(see <a href="#">veto message</a>)</p>  | CalOptima Health:<br>Watch |
| <b><u>AB 1470</u></b><br>Quirk-Silva                                | <p><b>Behavioral Health Documentation Standards:</b> 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><b>Potential CalOptima Health Impact:</b> New data requirements; additional training for CalOptima Health behavioral health staff on new documentation.</p> | <p><b>09/12/2023</b><br/>Passed Senate floor;<br/>referred to Assembly<br/>for concurrence in<br/>amendments</p> <p><b>06/01/2023</b><br/>Passed Assembly floor</p> | CalOptima Health:<br>Watch |
| <b>Budget</b>   |  |   |                            |
| <b><u>SB 101</u></b><br>Skinner<br><br><b><u>AB 102</u></b><br>Ting | <p><b>Budget Act of 2023:</b> Makes appropriations for the government of the State of California for Fiscal Year (FY) 2023–24. Total spending is \$310.8 billion, of which \$226 billion is from the General Fund.</p> <p><b>Potential CalOptima Health Impact:</b> Impacts are discussed in the enclosed FY 2023–24 Enacted State Budget Analysis.</p>  | <p><b>7/10/2023</b><br/>Signed into law</p>   | CalOptima Health:<br>Watch |
| <b><u>AB 118</u></b><br>Committee on<br>Budget                      | <p><b>Health Trailer Bill:</b> 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.</p> <p><b>Potential CalOptima Health Impact:</b> Impacts are discussed in the enclosed FY 2023–24 Enacted State Budget Analysis.</p>   | <p><b>07/10/2023</b><br/>Signed into law</p>  | CalOptima Health:<br>Watch |
| <b><u>AB 119</u></b><br>Committee on<br>Budget                      | <p><b>Managed Care Organization (MCO) Provider Tax Trailer Bill:</b> 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.</p> <p><b>Potential CalOptima Health Impact:</b> Impacts are discussed in the enclosed FY 2023–24 Enacted State Budget Analysis.</p>  | <p><b>06/29/2023</b><br/>Signed into law</p>  | CalOptima Health:<br>Watch |

| Bill Number<br>Author  | Bill Summary   | Bill Status   | Position/Notes                          |
|--|--|---|---|
| <b>California Advancing and Innovating Medi-Cal (CalAIM)</b> |  |   |   |
| <b><u>AB 586</u></b><br>Calderon                             | <p><b>Community Support: Climate Change or Environmental Remediation Devices:</b> Would add “climate change or environmental remediation devices” as a 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.</p> <p><b><i>Potential CalOptima Health Impact:</i></b> New services available for CalOptima Health Medi-Cal members to address social determinants of health (SDOH).</p> | <b>04/11/2023</b><br>Passed Assembly Health Committee; referred to Assembly Appropriations Committee  | CalOptima Health: Watch                 |
| <b><u>AB 1338</u></b><br>Petrie-Norris                       | <p><b>Community Support: Fitness:</b> Would add fitness, physical activity, or recreational sports programs, activities, or memberships as a Community Support option.</p> <p><b><i>Potential CalOptima Health Impact:</i></b> New services available for CalOptima Health Medi-Cal members to address SDOH.</p>   | <b>04/18/2023</b><br>Passed Assembly Health Committee; referred to Assembly Appropriations Committee  | CalOptima Health: Watch                 |
| <b>Covered Benefits</b>                                      |  |   |   |
| <b><u>SB 257</u></b><br>Portantino                           | <p><b>Mammography:</b> 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><b><i>Potential CalOptima Health Impact:</i></b> Expanded covered benefit for CalOptima Health Medi-Cal members.</p>   | <b>10/07/2023</b><br>Vetoed<br>(see <a href="#">veto message</a> )  | CalOptima Health: Watch<br>CAHP: Oppose |
| <b><u>SB 324</u></b><br>Limón                                | <p><b>Endometriosis:</b> Would add any clinically indicated treatment for endometriosis as a covered benefit without prior authorization or other utilization review.</p> <p><b><i>Potential CalOptima Health Impact:</i></b> Expanded covered benefit for CalOptima Health Medi-Cal members.</p>  | <p><b>06/27/2023</b><br/>Passed Assembly Health Committee; referred to Assembly Appropriations Committee</p> <p><b>05/24/2023</b><br/>Passed Senate floor</p> | CalOptima Health: Watch<br>CAHP: Oppose |
| <b><u>SB 339</u></b><br>Wiener                               | <p><b>Human Immunodeficiency Virus (HIV) Preexposure Prophylaxis (PrEP) and Postexposure Prophylaxis (PEP):</b> Would require the Medi-Cal program to cover PrEP and PEP furnished by a pharmacist for up to a 90-day course.</p> <p><b><i>Potential CalOptima Health Impact:</i></b> Expanded Medi-Cal Rx benefit for CalOptima Health Medi-Cal members.</p>  | <p><b>09/01/2023</b><br/>Passed Assembly Appropriations Committee; referred to Assembly floor</p> <p><b>05/22/2023</b><br/>Passed Senate floor</p>            | CalOptima Health: Watch                 |

| Bill Number<br>Author                  | Bill Summary   | Bill Status   | Position/Notes   |
|--|--|---|--|
| <b><u>SB 496</u></b><br>Limón          | <p><b>Biomarker Testing:</b> 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><b><i>Potential CalOptima Health Impact:</i></b> Expanded covered benefit for CalOptima Health Medi-Cal members.</p> | <b>10/07/2023</b><br>Signed into law  | CalOptima Health:<br>Watch<br>CAHP: Oppose<br>Unless Amended |
| <b><u>SB 694</u></b><br>Eggman         | <p><b>Self-Measured Blood Pressure (SMBP) Devices and Services:</b> 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.</p> <p><b><i>Potential CalOptima Health Impact:</i></b> New covered benefits for CalOptima Health Medi-Cal members.</p>           | <b>10/07/2023</b><br>Vetoed<br>(see <a href="#">veto message</a> )  | CalOptima Health:<br>Watch<br>CalPACE: Support               |
| <b><u>AB 47</u></b><br>Boerner Horvath | <p><b>Pelvic Floor Physical Therapy:</b> Beginning January 1, 2024, would require health plans to provide coverage for pelvic floor physical therapy after pregnancy.</p> <p><b><i>Potential CalOptima Health Impact:</i></b> New covered benefit for CalOptima Health Medi-Cal members.</p>   | <b>04/20/2023</b><br>Assembly Health Committee hearing canceled by author   | CalOptima Health:<br>Watch<br>CAHP: Oppose                   |
| <b><u>AB 365</u></b><br>Aguiar-Curry   | <p><b>Continuous Glucose Monitors (CGMs):</b> 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.</p> <p><b><i>Potential CalOptima Health Impact:</i></b> Expanded covered benefits for CalOptima Health Medi-Cal members.</p>  | <p><b>06/21/2023</b><br/>Passed Senate Health Committee; referred to Senate Appropriations Committee</p> <p><b>05/31/2023</b><br/>Passed Assembly floor</p> | CalOptima Health:<br>Watch<br>CalPACE: Support               |
| <b><u>AB 425</u></b><br>Alvarez        | <p><b>Pharmacogenomics Advancing Total Health for All Act:</b> 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.</p> <p><b><i>Potential CalOptima Health Impact:</i></b> E covered benefit for CalOptima Health Medi-Cal members.</p>  | <b>10/07/2023</b><br>Signed into law  | CalOptima Health:<br>Watch                                   |

| Bill Number<br>Author             | Bill Summary  | Bill Status   | Position/Notes                             |
|-----------------------------------|---|---|--|
| <b><u>AB 608</u></b><br>Schiavo   | <p><b>Perinatal Services:</b> 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><b>Potential CalOptima Health Impact:</b> Expanded covered benefit and associated provider network for CalOptima Health Medi-Cal members.</p> | <b>10/07/2023</b><br>Vetoed<br>(see <a href="#">veto message</a> )              | CalOptima Health:<br>Watch                 |
| <b><u>AB 847</u></b><br>Rivas, L. | <p><b>Pediatric Palliative Care Services:</b> 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><b>Potential CalOptima Health Impact:</b> Expanded covered benefit for certain CalOptima Health Medi-Cal members.</p>  | <b>10/13/2023</b><br>Signed into law  | CalOptima Health:<br>Watch                 |
| <b><u>AB 907</u></b><br>Lowenthal | <p><b>PANDAS and PANS:</b> Beginning January 1, 2024, would have required 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><b>Potential CalOptima Health Impact:</b> New covered benefit for pediatric CalOptima Health Medi-Cal members.</p>  | <b>10/07/2023</b><br>Vetoed<br>(see <a href="#">veto message</a> )              | CalOptima Health:<br>Watch<br>CAHP: Oppose |
| <b><u>AB 1036</u></b><br>Bryan    | <p><b>Emergency Medical Transportation:</b> 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><b>Potential CalOptima Health Impact:</b> Increased CalOptima Health costs for reimbursement of emergency transportation services.</p>   | <b>04/18/2023</b><br>Assembly Health<br>Committee hearing<br>canceled by author | CalOptima Health:<br>Watch                 |

| Bill Number<br>Author                | Bill Summary  | Bill Status  | Position/Notes   |
|--------------------------------------|---|--|--|
| <b><u>AB 1060</u></b><br>Ortega      | <p><b>Naloxone Hydrochloride:</b> Would have added 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><b><i>Potential CalOptima Health Impact:</i></b> New Medi-Cal Rx benefit for CalOptima Health Medi-Cal members.</p>  | <b>10/07/2023</b><br>Vetoed<br>(see <a href="#">veto message</a> )                                   | CalOptima Health:<br>Watch<br>CAHP: Oppose<br>Unless Amended |
| <b><u>AB 1085</u></b><br>Maienschein | <p><b>Housing Support Services:</b> 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"> <li>• Housing Transition Navigation Services</li> <li>• Housing Deposits</li> <li>• Housing Tenancy and Sustaining Services</li> </ul> <p><b><i>Potential CalOptima Health Impact:</i></b> Formalization of certain Community Support services as covered benefits for eligible CalOptima Health Medi-Cal members.</p> | <b>10/07/2023</b><br>Vetoed<br>(see <a href="#">veto message</a> )                                   | CalOptima Health:<br>Watch<br>CalPACE: Support               |
| <b><u>AB 1644</u></b><br>Bonta       | <p><b>Medically Supportive Food:</b> 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><b><i>Potential CalOptima Health Impact:</i></b> Formalization and expansion of certain Community Support services as covered benefits for eligible CalOptima Health Medi-Cal members.</p>   | <b>04/25/2023</b><br>Passed Assembly Health Committee; referred to Assembly Appropriations Committee | CalOptima Health:<br>Watch                                   |

| Bill Number<br>Author  | Bill Summary   | Bill Status   | Position/Notes             |
|--|--|---|----------------------------|
| <b>Medi-Cal Eligibility and Enrollment</b>   |  |   |                            |
| <u><b>S. 423</b></u><br>Van Hollen<br>(MD)<br><br><u><b>H.R. 1113</b></u><br>Bera (CA) | <p><b>Easy Enrollment in Health Care Act:</b> 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><b>Potential CalOptima Health Impact:</b> Expanded eligibility standards and procedures for enrollment of CalOptima Health members.</p> | <b>02/14/2023</b><br>Introduced; referred to committees                   | CalOptima Health:<br>Watch |
| <u><b>AB 1481</b></u><br>Boerner   | <p><b>Medi-Cal Presumptive Eligibility for Pregnancy:</b> 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><b>Potential CalOptima Health Impact:</b> Improved Medi-Cal enrollment process and timelier access to covered benefits for eligible pregnant individuals.</p>  | <b>10/07/2023</b><br>Signed into law                                      | CalOptima Health:<br>Watch |
| <u><b>AB 1608</b></u><br>Patterson   | <p><b>Regional Center Clients:</b> 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><b>Potential CalOptima Health Impact:</b> Decreased number of CalOptima Health members.</p>  | <b>03/27/2023</b><br>Amended and re-referred to Assembly Health Committee | CalOptima Health:<br>Watch |

| Bill Number<br>Author                         | Bill Summary  | Bill Status  | Position/Notes                                |
|---|---|--|---|
| <b>Medi-Cal Operations and Administration</b> |   |  |   |
| <b><u>H.R. 2811</u></b><br>Arrington (TX)     | <p><b>Limit, Save, Grow Act of 2023:</b> 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><b><i>Potential CalOptima Health Impact:</i></b> Disenrollment of certain CalOptima Health Medi-Cal members, especially those who experience homelessness, who are not exempt from work requirements.</p>  | <b>04/26/2023</b><br>Passed House floor;<br>referred to Senate<br>Budget Committee | CalOptima Health:<br>Concerns<br>ACAP: Oppose |
| <b><u>SB 770</u></b><br>Wiener                | <p><b>Unified Health Care Financing System:</b> 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><b><i>Potential CalOptima Health Impact:</i></b> 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> | <b>10/07/2023</b><br>Signed into law   | CalOptima Health:<br>Watch                    |
| <b><u>AB 557</u></b><br>Hart                  | <p><b>Brown Act Flexibilities:</b> 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><b><i>Potential CalOptima Health Impact:</i></b> Extended teleconferencing flexibilities for Board and advisory committee meetings.</p>  | <b>10/08/2023</b><br>Signed into law   | CalOptima Health:<br>Watch                    |

| Bill Number<br>Author                   | Bill Summary  | Bill Status   | Position/Notes   |
|---|---|---|--|
| <b><u>AB 719</u></b><br>Boerner Horvath | <p><b>Public Transit Contracts:</b> Would have required Medi-Cal managed care plans to contract with public paratransit operators for nonmedical transportation (NMT) and nonemergency medical transportation (NEMT) services. Would have required reimbursement to be based on the Medi-Cal FFS rates for those services.</p> <p><b>Potential CalOptima Health Impact:</b> Execution of additional NMT and NEMT contracts; increased transportation options for CalOptima Health Medi-Cal members.</p>   | <b>10/07/2023</b><br>Vetoed<br>(see <a href="#">veto message</a> )    | CalOptima Health:<br>Watch<br>CAHP: Oppose<br>LHPC: Oppose |
| <b><u>AB 1202</u></b><br>Lackey         | <p><b>Health Care Services Data for Children, Pregnancy and Postpartum:</b> 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><b>Potential CalOptima Health Impact:</b> Increased network analysis and reporting to DHCS.</p>  | <b>10/08/2023</b><br>Vetoed<br>(see <a href="#">veto message</a> )    | CalOptima Health:<br>Watch                                 |
| <b><u>AB 1690</u></b><br>Kalra          | <p><b>Universal Health Care Coverage:</b> 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><b>Potential CalOptima Health Impact:</b> 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>  | <b>02/17/2023</b><br>Introduced                                       | CalOptima Health:<br>Watch                                 |
| <b>Older Adult Services</b>             |   |   |  |
| <b><u>S. 1002</u></b><br>Cassidy (LA)   | <p><b>No Unreasonable Payments, Coding, or Diagnoses for the Elderly (No UPCODE) Act:</b> Would modify the MA risk adjustment model to prevent overpayment to MA plans, as follows:</p> <ul style="list-style-type: none"> <li>• Utilization of two years instead of one of diagnostic data</li> <li>• Exclusion of outdated diagnoses solely included on health risk assessments</li> <li>• Coding adjustment to account for other payment differences between MA and Medicare FFS</li> </ul> <p><b>Potential CalOptima Health Impact:</b> Decreased reimbursement rates from the Centers for Medicare and Medicaid Services (CMS) for CalOptima Health OneCare members.</p> | <b>03/28/2023</b><br>Introduced; referred to Senate Finance Committee | CalOptima Health:<br>Watch                                 |

| Bill Number<br>Author  | Bill Summary  | Bill Status   | Position/Notes  |
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| <b><u>S. 1703</u></b><br>Carper (DE)<br><br><b><u>H.R. 3549</u></b><br>Wenstrup (OH) | <b>Program of All-Inclusive Care for the Elderly (PACE) Part D Choice Act of 2023:</b> 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.<br><br><i><b>Potential CalOptima Health Impact:</b></i> Increased enrollment into CalOptima Health PACE by Medicare-only beneficiaries due to decreased out-of-pocket costs. | <b>05/18/2023</b><br>Introduced; referred to committees                   | <b><u>08/30/2023</u></b><br>CalOptima Health: SUPPORT<br><br>NPA: Support |
| <b><u>SB 311</u></b><br>Eggman   | <b>Medicare Part A Buy-In:</b> 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.<br><br><i><b>Potential CalOptima Health Impact:</b></i> Simplified Medicare enrollment and increased financial stability for dual-eligible CalOptima Health members with Part A premium requirements.  | <b>10/10/2023</b><br>Signed into law                                      | CalOptima Health: Watch<br>LHPC: Support<br>CalPACE: Support              |
| <b><u>AB 1022</u></b><br>Mathis  | <b>PACE Rates and Assessments:</b> 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.<br><br><i><b>Potential CalOptima Health Impact:</b></i> Increased capitation rates for CalOptima Health PACE participants; expanded use of video telehealth assessments.  | <b>03/02/2023</b><br>Referred to Assembly Health Committee                | CalOptima Health: Watch   |
| <b><u>AB 1223</u></b><br>Hoover  | <b>PACE Audits:</b> 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.<br><br><i><b>Potential CalOptima Health Impact:</b></i> Modified audit protocols for CalOptima Health PACE.   | <b>03/13/2023</b><br>Amended and re-referred to Assembly Health Committee | CalOptima Health: Watch   |
| <b><u>AB 1230</u></b><br>Valencia  | <b>Special Needs Plans (SNPs):</b> 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.<br><br><i><b>Potential CalOptima Health Impact:</b></i> Increased number of SNPs in Orange County; decreased number of CalOptima Health OneCare members.   | <b>04/20/2023</b><br>Assembly Health Committee hearing canceled by author | CalOptima Health: Watch<br>LHPC: Oppose                                   |

| Bill Number<br>Author  | Bill Summary  | Bill Status   | Position/Notes   |
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| <b>Providers</b>   |   |   |  |
| <b><u>H.R. 497</u></b><br>Duncan (SC)                                  | <p><b>Freedom for Health Care Workers Act:</b> 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.</p> <p><b>Potential CalOptima Health Impact:</b> Elimination of COVID-19 vaccination mandate for CalOptima Health PACE staff and contracted providers.</p>   | <p><b>01/31/2023</b><br/>Passed House floor; referred to Senate Finance Committee</p>   | CalOptima Health: Watch  |
| <b><u>SB 598</u></b><br>Skinner<br><br><b><u>SB 516</u></b><br>Skinner | <p><b>Prior Authorization “Gold Carding”:</b> 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.</p> <p><b>Potential CalOptima Health Impact:</b> Implementation of new UM procedures to assess provider approval rates; decreased number of prior authorizations.</p>   | <p><b>09/13/2023</b><br/>SB 516 gutted and amended as new vehicle for SB 598; re-referred to Assembly Appropriations Committee</p> <p><b>07/11/2023</b><br/>Passed Assembly Health Committee</p> <p><b>05/25/2023</b><br/>Passed Senate floor</p> | <p><b>08/30/2023</b><br/>CalOptima Health: OPPOSE</p> <p>CAHP: Oppose<br/>LHPC: Oppose</p> |
| <b><u>SB 819</u></b><br>Eggman   | <p><b>Medi-Cal Mobile Health Care Site Enrollment:</b> 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.</p> <p><b>Potential CalOptima Health Impact:</b> Expansion of intermittent and mobile health care sites; increased access to care for CalOptima Health members.</p>  | <p><b>08/16/2023</b><br/>Passed Assembly Appropriations Committee; referred to Assembly floor</p> <p><b>05/04/2023</b><br/>Passed Senate floor</p>  | CalOptima Health: Watch  |
| <b><u>AB 236</u></b><br>Holden   | <p><b>Provider Directory Audits:</b> 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><b>Potential CalOptima Health Impact:</b> Increased oversight of CalOptima Health provider directory; increased coordination with contracted providers; increased penalty payments to DHCS.</p> | <p><b>03/14/2023</b><br/>Passed Assembly Health Committee; referred to Assembly Appropriations Committee</p>  | CalOptima Health: Watch<br>LHPC: Oppose<br>CAHP: Oppose                                    |

| Bill Number<br>Author              | Bill Summary  | Bill Status   | Position/Notes   |
|------------------------------------|---|---|--|
| <b><u>AB 564</u></b><br>Villapudua | <p><b>Medi-Cal Claim Signatures:</b> Would allow Medi-Cal providers to submit electronic signatures for claims and remittance forms.</p> <p><b><i>Potential CalOptima Health Impact:</i></b> Reduced administrative burden for CalOptima Health contracted providers.</p>   | <p><b>06/14/2023</b><br/>Referred to Senate Health Committee</p> <p><b>05/31/2023</b><br/>Passed Assembly floor</p> | CalOptima Health: Watch  |
| <b><u>AB 815</u></b><br>Wood       | <p><b>Provider Credentialing:</b> 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><b><i>Potential CalOptima Health Impact:</i></b> Reduced credentialing application workload for CalOptima Health staff; reduced quality oversight of contracted providers.</p> | <p><b>06/07/2023</b><br/>Referred to Senate Health Committee</p> <p><b>05/30/2023</b><br/>Passed Assembly floor</p> | CalOptima Health: Watch<br>CAHP: Concerns<br>LHPC: Oppose Unless Amended |
| <b><u>AB 904</u></b><br>Calderon   | <p><b>Doula Access:</b> 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><b><i>Potential CalOptima Health Impact:</i></b> 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><b>10/07/2023</b><br/>Signed into law</p>  | CalOptima Health: Watch  |
| <b><u>AB 931</u></b><br>Irwin      | <p><b>Physical Therapy Prior Authorization:</b> 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><b><i>Potential CalOptima Health Impact:</i></b> Modified UM procedures for a covered Medi-Cal benefit.</p>   | <p><b>10/07/2023</b><br/>Vetoed<br/>(see <a href="#">veto message</a>)</p>  | CalOptima Health: Watch<br>CAHP: Oppose                                  |
| <b><u>AB 1241</u></b><br>Weber     | <p><b>Medi-Cal Telehealth Access:</b> 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><b><i>Potential CalOptima Health Impact:</i></b> Continued flexibility to access in-person, video and audio-only health care services for CalOptima Health Medi-Cal members.</p>  | <p><b>09/08/2023</b><br/>Signed into law</p>  | CalOptima Health: Watch  |

| Bill Number<br>Author   | Bill Summary  | Bill Status   | Position/Notes                             |
|---|---|---|--|
| <b><u>AB 1288</u></b><br>Reyes  | <p><b>Medication-Assisted Treatment Prior Authorization:</b> Would have prohibited 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><b><i>Potential CalOptima Health Impact:</i></b> Modified UM procedures for a covered Medi-Cal benefit.</p>  | <b>10/08/2023</b><br>Vetoed<br>(see <a href="#">veto message</a> )                          | CalOptima Health:<br>Watch<br>CAHP: Oppose |
| <b>Rates &amp; Financing</b>  |   |   |  |
| <b><u>S. 570</u></b><br>Cardin (MD)<br><br><b><u>H.R. 1342</u></b><br>Barragan (CA) | <p><b>Medicaid Dental Benefit Act of 2023:</b> 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><b><i>Potential CalOptima Health Impact:</i></b> Increased payments to CalOptima Health and contracted providers; additional quality metrics.</p> | <b>02/28/2023</b><br>Introduced; referred to committees                                     | CalOptima Health:<br>Watch                 |
| <b><u>S. 1038</u></b><br>Welch (VT)<br><br><b><u>H.R. 1613</u></b><br>Carter (GA)   | <p><b>Drug Price Transparency in Medicaid Act of 2023:</b> Would prohibit “spread pricing” for payment arrangements with pharmacy benefit managers (PBMs) under Medicaid. Would also require a pass-through pricing model that focuses on cost-based pharmacy reimbursement and dispensing fees.</p> <p><b><i>Potential CalOptima Health Impact:</i></b> Lower costs and increased transparency in drug prices under the Medi-Cal Rx program,</p>   | <b>03/29/2023</b><br>Introduced; referred to Committees                                     | CalOptima Health:<br>Watch                 |
| <b><u>H.R. 485</u></b><br>McMorris (WA)   | <p><b>Protecting Health Care for All Patients Act of 2023:</b> 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.</p> <p><b><i>Potential CalOptima Health Impact:</i></b> Modified authorization limits for certain CalOptima Health members.</p>   | <b>03/24/2023</b><br>Passed by House Energy and Commerce Committee; referred to House floor | CalOptima Health:<br>Watch                 |

| Bill Number<br>Author             | Bill Summary  | Bill Status   | Position/Notes                           |
|-----------------------------------|---|---|--|
| <b><u>SB 282</u></b><br>Eggman    | <p><b>Federally Qualified Health Center (FQHC) and Rural Health Clinic (RHC) Same-Day Visits:</b> 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.”</p> <p><b><i>Potential CalOptima Health Impact:</i></b> Timelier access to services at CalOptima Health’s contracted FQHCs.</p>     | <p><b>07/12/2023</b><br/>Passed Assembly Health Committee; referred to Assembly Appropriations Committee</p> <p><b>05/25/2023</b><br/>Passed Senate floor</p> | CalOptima Health: Watch<br>LHPC: Support |
| <b><u>SB 340</u></b><br>Eggman    | <p><b>Eyeglasses Reimbursement:</b> 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.</p> <p><b><i>Potential CalOptima Health Impact:</i></b> Timelier access to prescription eyeglasses for CalOptima Health Medi-Cal members.</p>  | <p><b>06/15/2023</b><br/>Referred to Assembly Health Committee and Assembly Public Safety Committee</p> <p><b>05/25/2023</b><br/>Passed Senate floor</p>      | CalOptima Health: Watch                  |
| <b><u>SB 525</u></b><br>Durazo    | <p><b>Health Care Workers Minimum Wage:</b> 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.</p> <p><b><i>Potential CalOptima Health Impact:</i></b> 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.</p> | <p><b>10/13/2023</b><br/>Signed into law</p>  | CalOptima Health: Watch                  |
| <b><u>SB 870</u></b><br>Caballero | <p><b>MCO Tax:</b> 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.</p> <p><b><i>Potential CalOptima Health Impact:</i></b> Increased tax liability on CalOptima Health.</p>  | <p><b>04/26/2023</b><br/>Passed Senate Health Committee; referred to Senate Appropriations Committee</p>  | CalOptima Health: Watch                  |
| <b><u>AB 55</u></b><br>Rodriguez  | <p><b>Ground Ambulance Transportation:</b> 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><b><i>Potential CalOptima Health Impact:</i></b> Increased financial stability for CalOptima Health’s contracted transportation providers; increased costs for CalOptima Health.</p>   | <p><b>04/25/2023</b><br/>Passed Assembly Health Committee; referred to Assembly Appropriations Committee</p>  | CalOptima Health: Watch                  |

| Bill Number<br>Author                           | Bill Summary  | Bill Status  | Position/Notes          |
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| <b><u>AB 488</u></b><br>Nguyen, S.              | <p><b>Vision Loss:</b> 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><b>Potential CalOptima Health Impact:</b> 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> | <b>03/27/2023</b><br>Assembly Health Committee hearing canceled by author                            | CalOptima Health: Watch |
| <b><u>AB 576</u></b><br>Weber                   | <p><b>Abortion Reimbursement:</b> 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><b>Potential CalOptima Health Impact:</b> Increased financial stability for eligible CalOptima Health contracted providers.</p>  | <b>10/07/2023</b><br>Vetoed<br>(see <a href="#">veto message</a> )                                   | CalOptima Health: Watch |
| <b><u>AB 1549</u></b><br>Carrillo               | <p><b>FQHC and RHC Rates:</b> 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><b>Potential CalOptima Health Impact:</b> Increased financial stability of CalOptima Health's contracted FQHCs.</p>                                       | <b>04/25/2023</b><br>Passed Assembly Health Committee; referred to Assembly Appropriations Committee | CalOptima Health: Watch |
| <b><u>AB 1698</u></b><br>Wood                   | <p><b>Medi-Cal Funding:</b> States the intent of the Legislature to enact future legislation to increase overall funding and reimbursement for the Medi-Cal program.</p> <p><b>Potential CalOptima Health Impact:</b> Increased financial stability for CalOptima Health and its contracted providers.</p>  | <b>02/17/2023</b><br>Introduced  | CalOptima Health: Watch |
| <b>Social Determinants of Health</b>            |   |  |                         |
| <b><u>H.R. 1066</u></b><br>Blunt Rochester (DE) | <p><b>Collecting and Analyzing Resources Integral and Necessary for Guidance (CARING) for Social Determinants Act of 2023:</b> Would require CMS to update guidance at least once every three years to help states address SDOH under Medicaid and CHIP.</p> <p><b>Potential CalOptima Health Impact:</b> Increased opportunities for CalOptima Health to address SDOH.</p>   | <b>02/17/2023</b><br>Introduced; referred to House Energy and Commerce Committee                     | CalOptima Health: Watch |

| Bill Number<br>Author               | Bill Summary   | Bill Status   | Position/Notes   |
|-------------------------------------|--|---|--|
| <b><u>H.R. 3746</u></b><br>McHenry  | <p><b>Fiscal Responsibility Act (FRA) of 2023:</b> 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 the Supplemental Nutrition Assistance Program (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.</p> <p><b>Potential CalOptima Health Impact:</b> Increased number of CalOptima Health members eligible for CalFresh.</p> | <b>06/03/2023</b><br>Signed into law  | CalOptima Health:<br>Watch                               |
| <b><u>AB 85</u></b><br>Weber        | <p><b>SDOH Screenings:</b> Would have added SDOH screenings as a covered Medi-Cal benefit. Would have also required health plans to provide primary care providers with adequate access to community health workers, social workers and peer support specialists. Would have also required FQHCs and RHCs to be reimbursed for these services at the Med-Cal FFS rate.</p> <p><b>Potential CalOptima Health Impact:</b> New covered benefits for CalOptima Health Medi-Cal members.</p>  | <b>10/07/2023</b><br>Vetoed<br>(see <a href="#">veto message</a> )            | CalOptima Health:<br>Watch<br>CAHP: Oppose               |
| <b><u>AB 257</u></b><br>Hoover      | <p><b>Encampment Restrictions:</b> 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.</p> <p><b>Potential CalOptima Health Impact:</b> Increased outreach and support services for unsheltered CalOptima Health Medi-Cal members.</p>   | <b>03/07/2023</b><br>Failed passage in<br>Assembly Public Safety<br>Committee | CalOptima Health:<br>Watch                               |
| <b><u>AB 271</u></b><br>Quirk-Silva | <p><b>Homeless Death Review Committee:</b> 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.</p> <p><b>Potential CalOptima Health Impact:</b> Increased coordination and data review between the County of Orange and CalOptima Health.</p>   | <b>09/01/2023</b><br>Signed into law  | <b><u>03/02/2023</u></b><br>CalOptima Health:<br>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*

**Last Updated: October 19, 2023**

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## 2023 Federal Legislative Dates

|                      |                                      |
|----------------------|--------------------------------------|
| January 3            | 118th Congress, 1st Session convenes |
| July 31–September 4  | Summer recess for Senate             |
| July 31–September 11 | Summer recess for House              |
| December 15          | 1st Session adjourns                 |

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

## 2023 State Legislative Dates

|                   |  |
|-------------------|--|
| January 4         | Legislature reconvenes   |
| January 10        | Proposed budget must be submitted by Governor  |
| February 17       | Last day for legislation to be introduced  |
| March 30–April 10 | Spring recess  |
| April 28          | Last day for policy committees to hear and report to fiscal committees any fiscal bills introduced in that house |
| May 5             | Last day for policy committees to hear and report to the Floor any non-fiscal bills introduced in that house     |
| May 19            | Last day for fiscal committees to hear and report to the Floor any bills introduced in that house                |
| May 30–June 2     | Floor session only   |
| June 2            | Last day for each house to pass bills introduced in that house   |
| June 15           | Budget bill must be passed by midnight   |
| July 14           | Last day for policy committees to hear and report bills in their second house to fiscal committees or the Floor  |
| July 14–August 14 | Summer recess  |
| September 1       | Last day for fiscal committees to report bills in their second house to the Floor                                |
| September 5–14    | Floor session only   |
| September 8       | Last day to amend bills on the Floor   |
| September 14      | Last day for each house to pass bills; final recess begins upon adjournment                                      |
| October 14        | Last day for Governor to sign or veto bills passed by the Legislature  |

Source: 2023 State Legislative Deadlines, California State Assembly: <http://assembly.ca.gov/legislativedeadlines>

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## 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.

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### 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](mailto:GA@caloptima.org).

# CalOptima Health Community Outreach Summary — October and November 2023

## 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 is 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

On October 19, CalOptima Health hosted an informative, crucial InfoSeries webinar for community stakeholders, health care partners and advocates that addressed the growing concern of opioid use and accidental overdoses in Orange County. The webinar featured a panel of diverse presenters who provided valuable insights and information, including the status of the opioid epidemic, fentanyl and opioid misuse, available treatments, and CalOptima Health's plans for naloxone distribution.

More than 127 individuals participated in the webinar, representing a significant step towards building a united front against the opioid crisis. By increasing awareness and encouraging collaboration among community stakeholders, CalOptima Health's efforts are making a substantial impact on addressing this critical issue.

## Summary of Public Activities

As of October 24, CalOptima Health plans to participate in, organize or convene 71 public activities in October and November. In October, there were 43 public activities, including 19 virtual community/collaborative meetings, eight community-based presentations, 14 community events, one Health Network Forum and one Cafecito meeting. In November, there will be 28 public activities, including 20 virtual community/collaborative meetings, three community-based presentations, four 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 no endorsements 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>.

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

## Community events hosted by CalOptima Health and community partners in October and November 2023:

### October 2023



#### October 1, 5–8 p.m., Moon Festival, hosted by Viet America Society

Mile Square Park, 16801 Euclid St., Fountain Valley

- Sponsorship fee: \$15,000; included resource table, three banner displays, 20 mentions on stage, 25 radio impressions, 15 television impressions and LED backdrop projection of logo on stage.
- At least three staff members attended (in-person).
- Health/resource fair, open to the public.



#### October 5, 8 a.m.–6 p.m., Annual Summit, hosted by Orange County Grantmakers

Orange Coast College, 2701 Fairview Rd., Costa Mesa

- Sponsorship fee: \$2,500; included resource table at the event, logo and link on website, social media, recognition as an event sponsor, two event tickets, logo and link on conference wrap-up e-communication, and logo and link on the summit webpage.
- At least three staff members attended (in-person).
- Health/resource fair, open to the public.



#### October 5, 10 a.m.–1 p.m., Community Health and Resource Fair, hosted by Clinton Corner Family Campus

Clinton Corner Family Campus, 13581 Clinton St., Garden Grove

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



#### October 8, 8–11:30 a.m., Walk for Independence 2023, hosted by Project Independence

Twinkle Park, 970 Arlington Dr., Costa Mesa

- Exhibitor fee: \$200; included resource table at event.
- At least two staff members attended (in-person).
- Health/resource fair, open to the public.



#### October 11, 10–11 a.m., CalOptima Health Medi-Cal Overview in English

California State University Fullerton (CSUF), 800 N. State College Blvd., Fullerton

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



CalOptima Health-hosted  
Exhibitor/Attendee



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



Community Presentation



### **October 12, Noon–2 p.m., Master Plan on Aging Resource Fair, hosted by OC Supervisor Don Wagner and Advance OC**

Norman Murray Senior Center, 24932 Veterans Way, Mission Viejo

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



### **October 12, 4–5 p.m., CalOptima Health Medi-Cal Overview in Spanish**

Brookhurst Community Center, 2271 Crescent Ave., Anaheim

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



### **October 12, 6–7 p.m., CalOptima Health Medi-Cal Overview in Spanish**

La Habra Family Resource Center, 501 S. Idaho St., La Habra

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



### **October 14, 9 a.m.–Noon, Out of the Darkness Walk, hosted by American Foundation of Suicide Prevention**

Mason Regional Park, 18712 University Dr., Irvine

- Registration fee: \$75; included resource table at event.
- At least one staff member attended (in-person).
- Health/resource fair, open to the public.



### **October 17, 4–5 p.m., CalOptima Health Medi-Cal Overview in Spanish**

Brookhurst Community Center, 2271 Crescent Ave., Anaheim

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



### **October 18, 10 a.m.–Noon, Community Resource Fair, hosted by Equus Workforce Solutions**

Downtown Anaheim Community Center, 250 E. Center St., Anaheim

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



### **October 19, 9:30–11:30 a.m., Tustin Senior Center Scam Stopper, hosted by Office of Assemblywoman Cottie Petrie-Norris**

- Tustin Area Senior Center, 200 S. C St., Tustin
- At least one staff member attended (in-person).
- Health/resource fair, open to the public.



### **October 19, 1–2:30 p.m., InfoSeries: Opioid Poisoning, hosted by CalOptima Health**

Virtual

- At least six staff members attended.
- Forum
- Open to community stakeholders; registration prior to event.



CalOptima Health-hosted  
Exhibitor/Attendee



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



Community Presentation



### **October 21, 9 a.m.–1 p.m., Medi-Cal Renewal and CalFresh Event, hosted by CalOptima Health**

Free Chapel, 2777 McGaw Ave., Irvine

- At least 16 staff members attended (in-person).
- Health/resource fair, open to the public.



### **October 21, 9:30–11:30 a.m., Walk to End Alzheimer's, hosted by Alzheimer's Association**

Mike Ward Community Park, 20 Lake Rd., Irvine

- Sponsorship fee: \$1,500; includes resource table at event and logo on event website.
- At least one staff member attended (in-person).
- Health/resource fair, open to the public.



### **October 25, 10–11 a.m., CalOptima Health Medi-Cal Overview in English**

Mitchell Development Center, Virtual

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



### **October 25, 10–11 a.m., CalOptima Health Medi-Cal Overview in English**

Brookhurst Community Center, 2271 Crescent Ave., Anaheim

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



### **October 25, 10–11:30 a.m., CalOptima Health Medi-Cal Overview in English**

Laura's House, Virtual

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



### **October 26, 9 a.m.–5 p.m., 2023 OC Public Safety and Re-Entry Conference, hosted by Project Kinship**

Great Wolf Lodge, 12680 Habor Blvd., Garden Grove

- Sponsorship fee: \$2,000; included resource table at event, logo on event materials, VIP reserved seating for keynote speaker and four conference tickets.
- At least one staff member attended (in-person).
- Health/resource fair, open to the public.



### **October 26, 10 a.m.–2 p.m., Outreach Night, hosted by Northgate Market**

Northgate Market, 770 S. Harbor Blvd., Santa Ana

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



### **October 26, 4–5 p.m., CalOptima Health Medi-Cal Overview in Spanish**

Brookhurst Community Center, 2271 Crescent Ave., Anaheim

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



CalOptima Health-hosted



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



Community Presentation

Exhibitor/Attendee



## **October 31, 9–10:30 a.m., Cafecito Meeting, hosted by CalOptima Health**

Virtual

- At least six staff members attended.
- Steering committee meeting, open to collaborative members.

## **November 2023**



### **November 1, 10–11 a.m., CalOptima Health Medi-Cal Overview in Spanish**

Mitchell Development Center, Virtual

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



### **November 4, 8:30 a.m.–2 p.m., 15th Annual Alzheimer's Latino Conference, hosted by Alzheimer's Orange County**

Templo Calvario Church, 2501 W. 5 St., Santa Ana

- Sponsorship fee: \$2,000; includes resource table at the event; recognition at the event during opening ceremonies; acknowledgment in press releases; advertisements one month prior to conference (radio, magazine, website and newspaper); organization's logo prominently placed around conference, on event agenda and in looping acknowledgment video; organization's information placed in event goody bag; lunch for two attendees; and certificate of recognition.
- At least two staff members to attend (in-person).
- Health/resource fair, open to the public.



### **November 4, 11:30 a.m.–1:30 p.m., Senior Resource Fair, hosted by the Office of U.S. Representative Michelle Steel**

Dieu Ngu Temple, 14472 Chestnut St., Westminster

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



### **November 4, 10 a.m.–2 p.m., Community Health and Resource Fair, hosted by Senator Tom Umberg**

Independence Park, 801 W. Valencia Dr., Fullerton

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



### **November 5, 9 a.m.–2 p.m., Free Annual Health Fair, hosted by the Vietnamese Physician Association of Southern California**

Mile Square Park-Freedom Hall, 16801 Euclid St., Fountain Valley

- Sponsorship fee: \$6,000; includes resource table at the event; name on event flier, recognition at the event during opening ceremonies; acknowledgment in radio and newspaper; banner display, materials in attendee gift bag, email blast, website and social media.
- At least two staff members to attend (in-person).
- Health/resource fair, open to the public.



CalOptima Health-hosted



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



Community Presentation

Exhibitor/Attendee



### **November 7, 9–10 a.m., CalOptima Health Medi-Cal Overview in Spanish**

Willard Intermediate School, 1342 N. Ross St., Santa Ana

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



### **November 7, 8:30 –9:30 a.m., CalOptima Health Medi-Cal Overview in Spanish**

Lathrop Intermediate School, 1111 S. Broadway, Santa Ana

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

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 November 2, 2023**

**Regular Meeting of the CalOptima Health Board of Directors**

### **Report Item**

11. Approve Policy for Election of Officers

### **Contacts**

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

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

### **Recommended Action**

Approve policy for election of officers.

### **Background**

At the September 7, 2023, Board of Directors (Board) meeting, Chair Clayton Corwin established the Governance Ad Hoc (Ad Hoc) Committee for the purposes of drafting the initial Board Rules of Procedures and a formal process for electing officers. Chair Corwin appointed Vice Chair Blair Contratto as the Ad Hoc Chair, along with Director Isabel Becerra and Supervisor Vicente Sarmiento to the Ad Hoc Committee.

### **Discussion**

The Ad Hoc committee has met several times since the September Board meeting and reviewed current practices by surrounding health plans and other public agencies regarding the election of officers. CalOptima Health's bylaws require the Board to elect one Director to serve as the Board's Chair and another Director to serve as the Board's Vice Chair. This policy establishes the procedures by which the Board elects Directors to serve as Board Officers.

### **Fiscal Impact**

There is no fiscal impact.

### **Rationale for Recommendation**

The recommended action will formalize a process for electing officers of the Board.

### **Concurrence**

James Novello, Outside General Counsel, Kennaday Leavitt

### **Attachments**

1. [Proposed Election of Officers Policy](#)

/s/ Michael Hunn  
**Authorized Signature**

10/27/2023  
**Date**



Policy: GA.XXXX  
Title: **Board of Directors' Officer Election Policy**  
Department: Board of Directors  
Section: Not Applicable

*CEO Approval:*

Effective Date: 10/XX/2023

Board-Proposed Draft Policy

## I. BACKGROUND

CalOptima Health's bylaws require the Board to elect one Director to serve as the Board's Chair and elect another Director to serve as the Board's Vice Chair.<sup>1</sup> The Board Officers' terms commence on the first day of the month after the Organizational or Regular Meeting at which the Board Officer was elected and continue for a one (1)-year term, unless the Board Officer sooner resigns or is removed from office.<sup>2</sup> Board Officers may continue beyond the one (1)-year term if a successor has not yet been elected. In that instance, the Board Officer's term would end upon the election of a successor.<sup>3</sup> These elections must take place at an Organizational Meeting of the Board, unless the election is to replace a Board Officer who resigned or was removed prior to the completion of the term as a Board Officer.

## II. PURPOSE

This policy establishes the procedures by which the Board elects Directors to serve as Board Officers.

## III. POLICY

A. Definitions. The terms used below shall have the following definitions in this Policy GA.XXXX.

| Term                          | Definition   |
|-------------------------------|--|
| <b>Board</b>                  | The Board of Directors for CalOptima Health.   |
| <b>Board Officer</b>          | A Director who holds the position of either Chair of the Board or Vice Chair of the Board.                         |
| <b>Director</b>               | A voting member of the Board.  |
| <b>Organizational Meeting</b> | The Board's annual organizational meeting, as designated by the Board under § 5.2(b) of CalOptima Health's bylaws. |
| <b>Regular Meeting</b>        | The regular meetings scheduled by the Board under § 5.2 of CalOptima Health's bylaws.                              |

B. Nominations. In the thirty (30) days prior to the Organizational Meeting or Regular Meeting at which an election for Board Officers will take place, CalOptima Health Legal Counsel will survey all Directors to determine which Directors have an interest in serving as a Board Officer. CalOptima Health Legal Counsel then will circulate that list of potential Board Officer nominees for each Officer position to all Directors. From that list of potential nominees, Directors may nominate other Directors or themselves for a Board Office position by submitting their nominations to CalOptima Health Legal Counsel. Directors must submit all nominations for a Board Officer to CalOptima

<sup>1</sup> CalOptima Health Bylaws §§ 8.1, 8.2.

<sup>2</sup> CalOptima Health Bylaws § 8.3.

<sup>3</sup> *Id.*

Health Legal Counsel at least ten (10) days prior to any Organizational Meeting or Regular Meeting at which the election will take place.

C. Elections.

1. *Requirements.* The election of Board Officers requires at least seven (7) Directors present at the Organizational or Regular Meeting at which the election takes place. The election of a Board Officer requires the vote of at least five (5) Directors for each Board Office.
2. *Procedure.* The Chair shall call the agenda item and turn the Board Officer election process over to CalOptima Health Legal Counsel. The Clerk of the Board (Clerk) will conduct the election for Board Officers with the assistance of CalOptima Health Legal Counsel. All Directors nominated under Section III.B shall appear on the initial ballot for the respective Board Officer position. The Clerk will distribute the ballots immediately prior to the vote, collect the ballots once completed by the Directors, count the ballots, and announce the results on the record. Voting shall be repeated as many times as necessary to obtain the required majority vote for any nominee for the Board Officer position. The Clerk will read the result of each vote and the vote of every Director into the record. If an election does not result in a nominee receiving the required five (5) votes after three (3) ballots, for each subsequent vote, the nominee with the fewest number of votes from the previous tally shall be removed from the ballot prior to the next vote at that same meeting. This procedure shall continue until there are only two (2) nominees remaining. In no event shall a name be struck from the ballot that leaves the ballot with only one (1) remaining nominee. If both the Board Chair and Vice Chair are elected at the same meeting, the Board Chair election shall take place first. If a nominee for Board Chair does not receive enough votes to become Chair, that Director shall automatically be placed on the ballot for the Vice Chair election.

- D. Term Limits. The Chair and Vice Chair will each serve a limit of two (2) terms if re-elected after the first term., The two term limit shall apply regardless if the Chair or Vice Chair is elected prior to the Organizational Meeting due to the early resignation or removal of the previous Chair or Vice Chair. If the Chair is not re-elected the Vice Chair would presumptively ascend to the position of Chair, unless the Board votes to deny the Vice Chair's ascension to Chair. A Board Officer who reaches the term limit under this Section III.D may not hold the same Board Officer position again for a period of four (4) years. The Vice Chair shall automatically become Chair at the Chair's resignation or the end of the Chair's term under this section, unless (i) the Vice Chair notifies the Board prior to the end of the Chair's term that the Vice Chair does not wish to serve as the Chair, or (ii) the Vice Chair will not be a Director for the upcoming Board Officer term; in which case, the Board will elect a Chair and Vice Chair in accordance with the procedures in Sections III.B and III.C.
- E. Interim Officers. If at least (7) Directors are not present for the Organizational or Regular Meeting, the current Board Officers will remain in place as interim Board Officers until the Board holds another election to select the Board Officers' replacements.
- F. Records. After any election, the Clerk shall retain the election ballots for four (4) years. The Clerk will update and file with the California Secretary of State the "Statement of Facts: Roster of Public Agencies" form and any other filing required by government agencies each time there is a new Board Officer.

**CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL**

**Action To Be Taken November 2, 2023**  
**Regular Meeting of the CalOptima Health Board of Directors**

**Report Item**

12. Election of Officers of the Board of Directors for Fiscal Year 2023-24

**Contact**

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

**Recommended Action**

Elect Board Chair and Vice Chair for terms effective November 2, 2023 through June 30, 2024, or until the election of a successor(s), unless the Board Chair or Vice Chair shall sooner resign or be removed from office.

**Background/Discussion**

In accordance with Article VIII, Section 8.1 of CalOptima Health's Bylaws, the Board shall elect one of its Directors as Chair at an organizational meeting. The Chair shall be the principal officer of the Board, shall preside at all meetings of the Board, and shall appoint all members of the Ad Hoc Committees, as well as the chair of the Ad Hoc Committees and all Committees other than the Member and Provider Advisory Committees. The Chair shall perform all duties incident to the office and such other duties as may be prescribed by the Board from time to time.

Section 8.2 of the CalOptima Health Bylaws states that the Board shall elect one of its Directors to serve as Vice Chair at an organizational meeting. The Vice Chair shall perform the duties of the Chair if the Chair is absent from the meeting or is otherwise unable to act.

The Chair and Vice Chair terms shall commence on the first day of the month after the organizational meeting at which they are elected to their respective positions.

**Fiscal Impact**

There is no fiscal impact.

**Rationale for Recommendation**

The recommended actions are in accordance with Article VIII of the CalOptima Health Bylaws.

**Concurrence**

James Novello, Outside General Counsel, Kennaday Leavitt

**Attachments**

None

/s/ Michael Hunn  
**Authorized Signature**

10/27/2023  
**Date**

## **CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL**

**Action To Be Taken November 2, 2023**

**Regular Meeting of the CalOptima Health Board of Directors**

### **Report Item**

13. Approve Actions Related to the New Clinical Care Management System (ZeOmega Inc.)

### **Contacts**

Kelly Giardina, Executive Director, Clinical Operations, (657) 900-1013

Richard Pitts, D.O., Ph.D., Chief Medical Officer, (714) 347-5750

### **Recommended Actions**

1. Authorize the Chief Executive Officer to make the following contract changes:
  - a. Execute a contract amendment with Ironwood Health, LLC (Ironwood Health) to expand the scope of work to provide continued consultation and support through implementation of CalOptima Health's new care management system, Jiva, provided by ZeOmega, Inc. (ZeOmega).
  - b. Execute a contract amendment with ZeOmega to expand the scope of work to add a data replication environment to the contract.
  - c. Authorize staff to execute a contract with Healthwise, Incorporated (Healthwise) to provide clinical member education and material integrated within the new care management system.
  - d. Authorize the Chief Executive Officer to execute a contract amendment with HealthEdge Software, Inc. (HealthEdge) to expand the scope of work to provide read only access to the current HealthEdge care management system, Guiding Care, and extend the contract through June 30, 2025.
2. Authorize unbudgeted expenditures and appropriate funds in an amount up to \$700,000 from the Digital Transformation and Workplace Modernization Reserve (DTS Reserve) for the Fiscal Year (FY) 2023-24 Digital Transformation Year Two Capital Budget to fund:
  - a. Up to \$350,000 to fund the contract amendment with Ironwood Health; and
  - b. Up to \$350,000 to fund the extended ZeOmega care management system implementation and providing additional system functionality enhancement to support the clinical and regulatory requirements for CalOptima Health.
3. Authorize unbudgeted expenditures and appropriate funds in an amount up to \$880,000 from the DTS Reserve to the FY 2023-24 Digital Transformation Year Two Operating Budget to fund:
  - a. Up to \$320,000 to fund the contract amendment with ZeOmega;
  - b. Up to \$140,000 to fund the contract with Healthwise; and
  - c. Up to \$420,000 to fund the contract amendment with HealthEdge.

### **Background/ Discussion**

CalOptima Health is in the final phase of implementing the new clinical care management system in ZeOmega. The new system will be production ready by January 15, 2024, and the organization will begin using it on February 1, 2024. Below is the background and discussion to frame the recommended actions of the Board:

### Ironwood Health Contract Amendment

As part of the CalOptima Health's Digital Transformation Strategy, on April 6, 2023, the Board authorized the Chief Executive Officer to execute a contract amendment with Ironwood Health to provide continued consulting and support services to implement CalOptima Health's new care management system and appropriated funds not to exceed \$500,000. Ironwood Health has met established deliverables per the amendment and will continue to support the pre-go-live and post-go-live strategic planning upon Board approval of the recommended action. The amendment will be effective on October 31, 2023, with four (4) one-year extension options, each at CalOptima Health's sole discretion.

Ironwood Health completed its contract amendment deliverables, which included design and development of the following:

- Future state business architecture and set of process flows to ensure clinical operations is using the new system as the primary vehicle for improving efficiencies in delivery of member care and coordination of services.
- Clinical guidelines to manage member care programs and rules to generate the appropriate care assessments.
- Inventory of information to inform the member's health risk level and enter into the appropriate program.
- Operational readiness plan, which includes change management, training, and decision-making governance. The time-bound project plan with milestone dates is complete, and the project and operational team continues to implement the new processes for the new system.

Based on the results of Ironwood Health's deliverables and to ensure a successful implementation of the new system, staff recommends the continued services and expertise of Ironwood Health. Ironwood Health will focus on the following deliverables for go live of the new system:

- Oversight and project management of user acceptance testing, including:
  - Test case development;
  - Oversight of users testing execution; and
  - Defect management and resolution.
- Oversight, support and project management of user training:
  - Training plan development;
  - Training schedule development; and
  - Support the trainers in the execution of the user training on the new system.
- Program and operational activities:
  - Develop and execute the cutover activities for the new system go-live; and
  - Monitor and manage to resolution the operational and technical issues during the cutover.

### ZeOmega Contract Amendment

In June 2023, CalOptima Health added a system requirement to assure 24 hour/7 days per week (24/7) access to the new clinical care management system to allow users and providers to have access to service authorizations via the portal to limit disruption to member care services. Currently, CalOptima Health's system resides in a shared infrastructure but separate application environment with other ZeOmega clients, like other managed care plans. Once a month CalOptima's current clinical care management system is down for up to six hours for software and hardware maintenance.

To meet CalOptima's new 24/7 uptime requirement ZeOmega needs to change the architecture. ZeOmega will build a new dedicated environment for CalOptima Health, which will meet the 24/7 uptime requirement. The dedicated environment will provide a redundant system that will stay up during scheduled maintenance time, so there is no disruption to users and providers accessing treatment authorization services. The cost associated with the recommended action is to add a dedicated environment that supports the care management system's software and hardware maintenance with no system downtime.

The current ZeOmega contract period is August 2, 2022, through June 30, 2025, with two (2) one-year extension options, each exercisable at CalOptima Health's sole discretion. The data replication environment will run concurrent with the ZeOmega contract term, including any extensions exercised by CalOptima Health. Staff recommends the Board approve the contract amendment to support the real-time functionality.

#### Healthwise Contract

ZeOmega has a third-party integration with Healthwise, an industry standardized health education and outreach material and health education content provider.

- Healthwise content currently connects directly to the ZeOmega care management platform, Jiva, to support real-time coaching material for streamlined care interactions, increase member engagement with health education, and improve gaps in care. Healthwise is the sole source provider for educational material integration in Jiva.
- Jiva's interoperability supports full integration with Healthwise, which is used by 18 of ZeOmega's managed care plans using their platform.
- Integration has the capability to allow members to access materials in multiple modalities (videos, audio, written material) to educate themselves and achieve optimal health outcomes.
- Healthwise improves efficiency and reduces costs associated with printing and fulfillment.
- Healthwise integration capability provides feedback on member engagement with educational materials.
- Healthwise uses evidenced-based health education materials that are approved by the Department of Health Care Services (DHCS) for content and education/literacy level to promote member health behaviors and self-management support achievement of optimal health outcomes.
- The annual fee is \$140,000, which includes coverage for content for up to 1 million members.

Staff recommends executing a contract with Healthwise as a sole source purchase pursuant to CalOptima Health Policy GA.5002: Purchasing, and requests funds for the first year of annual fees. Management will include funding for subsequent years in future operating budgets.

#### HealthEdge Contract Amendment

CalOptima Health is routinely audited by DHCS, the National Committee for Quality Assurance (NCQA), and the Centers for Medicare & Medicaid Services, in addition to internal audits, to ensure CalOptima Health is compliant with regulatory requirements and is providing improved services to its

members. As with any large system implementation, it is important to maintain accessible front-end details of historical information to demonstrate complete access to member clinical documentation.

Staff recommends extending the contract with HealthEdge to provide read only access to the current care management system, Guiding Care, to support the upcoming DHCS and NCQA medical audit lookback periods. The read only access will allow staff continued access and to display all information from prior years in the Guiding Care system. Expected medical audit dates are as follows:

- The DHCS annual medical audit is expected in Quarter 1 of 2025 covering February 2023-January 2024, which includes the entire audit period in legacy system supported by HealthEdge.
- The NCQA submission is on April 30, 2024. CalOptima will be expected to submit required universes and documents. The file review sessions with NCQA Surveyors will be taking place on June 17-18, 2024. The Look-back for the file review is April 30, 2023 through April 30, 2024.
- The requested action will support complete case extraction and live review during medical audit activities to demonstrate contract and accreditation compliance to the auditors within the Guiding Care system.
- CalOptima Health will map member data and activities from Guiding Care to the new care management system and migrate 3 years of data to the system. Historical clinical data will be stored in CalOptima Health's data warehouse to support continuous reporting requirements.

The cost will cover HealthEdge's system maintenance and application on the hosted server environment, the storage of CalOptima Health's data, security and secure connection between CalOptima Health and HealthEdge. The current contract ends on April 6, 2024. The proposed term for the read only access will be April 24, 2024, through June 30, 2025. Therefore, staff recommends executing a contract amendment to revise the scope of work and extend the HealthEdge contract through June 30, 2025.

#### ZeOmega Care Management System Implementation

Staff requests authorize expenditures of up to \$350,000 to provide sufficient funding for full implementation of the new care management system. With the additional implementation timeline extended and the reassessment of workflow and configuration, the ZeOmega team will provide additional support to successfully complete CalOptima Health's adjusted timeline for the Jiva implementation.

#### **Fiscal Impact**

The recommended actions are unbudgeted in FY 2023-24. A previous Board action on March 17, 2022, established a restricted DTS Reserve in the amount of \$100 million. An appropriation of up to \$1.58 million from the balance of the DTS Reserve will fund the actions.

#### **Rationale for Recommendation**

Ironwood Health's expertise and partnership with CalOptima Health will ensure the new clinical platform and organizational use of such a system is successfully launched on time. Additional support from Ironwood Health will include a roadmap for future configuration governance and planning.

Healthwise health education material platform will enhance CalOptima Health's disease-management content, outreach, and programmatic design to support real-time sharing of material to promote member

self-management and optimal health outcomes. The integrated platform includes real time capture of member viewing materials and secure transmission in multiple formats and languages.

The ability to walk NCQA regulators through case file selections in upcoming re-accreditation audits is critical to CalOptima Health's success for maintaining clinical accreditation status and reputation for member care and services. Additionally, the access to a clinical platform for DHCS medical audit in the Guiding care live environment will be crucial in maintaining optimal outcomes as we have in the previous contract year reviews.

The dedicated environment ensures CalOptima Health has a system allowing users and providers to access treatment authorization 24/7 and further supports CalOptima Health's vision to have same day treatment authorizations by 2027.

**Concurrence**

James Novello, Outside General Counsel, Kennaday Leavitt

**Attachments**

1. [Entities Covered by this Recommended Action](#)

**Board Actions**

| Board Meeting Dates | Action   | Term   | Not to Exceed Amount |
|---------------------|--|--|----------------------|
| May 5, 2022         | Authorize the Chief Executive Officer to Negotiate, Execute and Implement ZeOmega, Inc. Contract for a Care Management System in Support of CalOptima's Digital Transformation Strategy            | Five years, with three one-year extension options. | \$11.4 million       |
| April 6, 2023       | Authorize the Chief Executive Officer to Execute a Contract Amendment with Ironwood Health LLC to Provide Professional Services for the Implementation of the New Clinical Care Management System. | Up to October 31, 2023                             | \$500,000            |
| March 5, 2020       | Consider Extension of Altruista Health (now HealthEdge) Contract for Comprehensive Medical Management System   | Through April 6, 2024                              | N/A                  |

/s/ Michael Hunn  
**Authorized Signature**

10/27/2023  
**Date**

**ENTITIES COVERED BY THIS RECOMMENDED BOARD ACTION**

| <b>Name</b>         | <b>Address</b>                   | <b>City</b> | <b>State</b> | <b>Zip Code</b> |
|---------------------|----------------------------------|-------------|--------------|-----------------|
| ZeOmega Inc.        | 6200 Tennyson Parkway, Suite 200 | Plano       | TX           | 75024           |
| Ironwood Health LLC | 3308 E. Camino Boscaje Escondido | Tucson      | AZ           | 85718           |
| Healthwise          | 2601 N. Bogus Basin Rd.          | Boise       | ID           | 83702           |
| HealthEdge          | 30 Corporate Dr. Suite 150       | Burlington  | MA           | 01803           |

## **CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL**

**Action To Be Taken November 2, 2023**

**Regular Meeting of the CalOptima Health Board of Directors**

### **Report Item**

14. Authorize Payments to Health Networks for Fiscal Years 2017-18 through 2019-20 Medi-Cal Shared Risk Pools

### **Contact**

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

### **Recommended Action**

1. Authorize adjustments to eligible Health Networks for Fiscal Years 2017-18 through 2019-20 Medi-Cal shared risk pool settlements.
2. Authorize unbudgeted expenditures in an amount up to \$2.6 million from existing reserves to fund the Medi-Cal shared risk pool payments to eligible Health Networks.

### **Background & Discussion**

CalOptima Health Policy FF.1010: Shared Risk Pools outlines the process for the administration of the Medi-Cal shared risk pool with a Shared Risk Group (SRG). The performance of the shared risk pool is measured based on the SRG's shared risk expenses relative to the shared risk budget. CalOptima Health provides Health Networks with quarterly reports and reconciles the shared risk pool on a semi-annual and annual basis for each fiscal year. Once a fiscal year is complete, staff refreshes the report annually for another two (2) years before the period is considered final or closed.

During a recent review of the shared risk pool calculation, staff identified certain expenditures relating to non-medical transportation (NMT) that should have been excluded from the shared risk expenses. As a result, CalOptima Health's shared risk pool settlements were understated since Fiscal Year (FY) 2017-18. This correction will impact the closed shared risk pool periods for FY 2017-18 through FY 2019-20, as well as open periods for FY 2020-21 through FY 2022-23.

Staff requests that the Board authorize the reopening of three (3) closed periods (FY 2017-18, FY 2018-19, and FY 2019-20) to exclude NMT expenses from the shared risk expenses and to calculate adjustments to the applicable shared risk pools. The estimated adjustment for the three (3) closed periods is approximately \$2.6 million.

The open shared risk pool periods of FY 2020-21 through FY 2022-23 will follow existing policies and procedures in accordance with CalOptima Health Policy FF.1010: Shared Risk Pools. The estimated adjustment for the three (3) open periods is approximately \$5.2 million. Staff will include this amount as part of medical costs under CalOptima Health's current fiscal year financials.

### **Fiscal Impact**

The recommended action is unbudgeted. An appropriation of up to \$2.6 million in existing reserves will fund the Medi-Cal shared risk pool payments for FY 2017-18 through FY 2019-20.

**Rationale for Recommendation**

The adjustments to the shared risk pool settlements for FY 2017-18 through FY 2019-20 will ensure CalOptima Health provides appropriate and accurate funding to Health Networks.

**Concurrence**

James Novello, Outside General Counsel, Kennaday Leavitt

**Attachments**

1. [Entities Covered by the Recommended Action](#)
2. [Policy FF.1010: Shared Risk Pools](#)

/s/ Michael Hunn  
**Authorized Signature**

10/27/2023  
**Date**

**CONTRACTED ENTITIES COVERED BY THIS RECOMMENDED BOARD ACTION**

| <b>Name</b>                  | <b>Address</b>             | <b>City</b> | <b>State</b> | <b>Zip Code</b> |
|------------------------------|----------------------------|-------------|--------------|-----------------|
| AltaMed Health Services      | 2040 Camfield Ave.         | Los Angeles | CA           | 90040           |
| Noble Mid-Orange County      | 5785 Corporate Ave.        | Cypress     | CA           | 90630           |
| Optum Care Network – Arta    | 3390 Harbor Blvd., Ste.100 | Costa Mesa  | CA           | 92626           |
| Optum Care Network – Talbert | 3390 Harbor Blvd., Ste.100 | Costa Mesa  | CA           | 92626           |
| United Care Medical Group    | 600 City Parkway West      | Orange      | CA           | 92868           |



Policy: FF.1010  
Title: **Shared Risk Pool**  
Department: Finance  
Section: Accounting

CEO Approval: /s/ Michael Hunn 06/01/2023

Effective Date: 07/01/2008

Revised Date: 07/01/2023

Applicable to: ☒ Medi-Cal  
☐ OneCare  
☐ PACE  
☐ Administrative

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## I. PURPOSE

This policy outlines the process for CalOptima Health's administration of the Shared Risk Pool with a Shared Risk Group.

## II. POLICY

- A. CalOptima Health shall establish a Shared Risk Pool for a Shared Risk Group in accordance with the Contract for Health Care Services and the terms and conditions of this Policy.
- B. CalOptima Health shall establish a Shared Risk Pool each fiscal year (July 1 through June 30) during the term of a Shared Risk Group's Contract for Health Care Services.
- C. The Shared Risk Budget shall include:
  - 1. The Hospital Budget Capitation Allocation for Members assigned to the Shared Risk Group within the applicable period;
  - 2. Reinsurance recovery amounts as set forth in CalOptima Health Policy FF.1007: Health Network Reinsurance Coverage; and
  - 3. Supplemental OB Delivery Care payments for deliveries on or before June 30, 2023, as set forth in CalOptima Health Policy FF.1005f: Special Payments: Supplemental OB Delivery Care Payment. For deliveries after June 30, 2023, the Shared Risk Budget shall include Supplemental OB Delivery Care payments in accordance with terms and conditions set forth in the Shared Risk Group's Contract.
- D. Effective July 1, 2023, the Shared Risk Budget shall include any amounts for Health Network Members eligible for the California Children's Services (CCS) Program.
- E. Shared Risk Expenses shall include:
  - 1. Claims paid for Shared Risk Services provided to Members assigned to the Shared Risk Group;
  - 2. An estimate of Incurred But Not Reported (IBNR) expenses for Shared Risk Services; and

3. Administrative expenses at a rate established in the Contract for Health Care Services.
- F. Shared Risk Expenses shall not include:
1. Reimbursement for a High Cost Exclusion Item as set forth in CalOptima Health Policy FF.1005c: Special Payments – High Cost Exclusion Items.
  2. Any expenses for services rendered prior to July 1, 2023, attributable to the Health Network Members who are eligible for the CCS Program.
- G. Quarterly Reporting - CalOptima Health shall report the status of the Shared Risk Pool to its corresponding Shared Risk Group within forty-five (45) calendar days following the end of each quarter as follows:
1. Quarter Ending September 30: Due November 15.
  2. Quarter Ending December 31: Due February 15.
  3. Quarter Ending March 31: Due May 15.
  4. Quarter Ending June 30: Due August 15.
- H. Semi-Annual Reconciliation and Settlement - CalOptima Health shall reconcile and settle the Shared Risk Pool by February 28 following the immediately preceding semi-annual period of July 1 through December 31.
1. If, at the end of the first semi-annual period of the fiscal year, CalOptima Health determines that the Shared Risk Pool is in surplus, CalOptima Health shall pay the Shared Risk Group an amount equal to sixty percent (60%) of that surplus, less any deficits carried forward from the previous annual settlement. Any surplus distributions are an advance against the projected final surplus. The remaining forty percent (40%) of the surplus shall remain in the Shared Risk Pool.
  2. If, at the end of that semi-annual period, CalOptima Health determines that the Shared Risk Pool is in deficit, no advance payment shall be made to the Shared Risk Group.
- I. Annual Reconciliation and Settlement - CalOptima Health shall reconcile and report the status of the Shared Risk Pool by October 31 following the end of each fiscal year. The Shared Risk Group will have thirty (30) calendar days from the date of receipt of the annual report to notify CalOptima Health of any objections to the calculations of the surplus or deficit, as detailed in Section III.C.4. of this Policy.
1. After issuance of the final Annual Shared Risk Program Report, if CalOptima Health determines that the Shared Risk Pool is in surplus, CalOptima Health shall pay the Shared Risk Group an amount equal to sixty percent (60%) of that surplus, less any advance amounts paid at the semi-annual reconciliation period as described in Section II.H.1. of this Policy, and less any deficits carried forward from the previous annual settlement. CalOptima Health shall retain the balance of the Shared Risk Pool.

2. After issuance of the final Annual Shared Risk Program Report, if CalOptima Health determines that the Shared Risk Pool is in deficit, CalOptima Health shall carry forward an amount equal to sixty percent (60%) of that deficit into the next fiscal year's semi-annual and/or annual reconciliation, along with any additional deficits carried forward from the previous annual settlement, except as otherwise established in the Contract for Health Care Services.
- J. If there is a significant change in risk pool performance, CalOptima Health reserves the right to meet with the Shared Risk Group in order to discuss and understand the reason for the significant change.
  - K. If there is continued deterioration of performance of the Shared Risk Pool, CalOptima Health may request a Corrective Action Plan (CAP) from the Shared Risk Group.
  - L. If CalOptima Health determines that a Shared Risk Group has Shared Risk Pool deficits in two (2) successive fiscal years, CalOptima Health may terminate the Shared Risk Group's Contract for Health Care Services.
  - M. In the event that CalOptima Health or a Shared Risk Group terminates the Contract for Health Care Services, CalOptima Health shall settle the Shared Risk Pool within one hundred twenty (120) calendar days following the date of contract termination, in accordance with Section III.D. of this Policy.
  - N. Upon identification of a payment error, Shared Risk Groups must submit written notification on a timely basis in order for CalOptima Health to seek necessary Provider recoupment. CalOptima Health cannot request recoupment from a Provider after more than three hundred sixty-five (365) calendar days from the date of CalOptima Health's original claims payment.
  - O. If a Health Network identifies an overpayment of a semi-annual or annual settlement payment, the Health Network shall return the overpayment within sixty (60) calendar days after the date on which the overpayment was identified and shall notify CalOptima Health's Accounting Department in writing of the reason for the overpayment. CalOptima Health shall coordinate with the Health Network on the process to return the overpayment.

### **III. PROCEDURE**

- A. Quarterly Shared Risk Pool Reporting
  1. Within forty-five (45) calendar days following the end of each quarter, as detailed in section II.G. of this Policy, CalOptima Health shall provide a Shared Risk Group with a written report of the status of the Shared Risk Pool.
  2. The report shall include:
    - a. An annualization of the aggregate amount of the Shared Risk Budget and Shared Risk Expenses for all months to date during that fiscal year; and
    - b. An estimate of the projected Shared Risk Pool deficit or surplus at the end of the fiscal year.

## B. Semi-Annual Shared Risk Pool Reconciliation and Settlement

1. No later than February 28 of each year, CalOptima Health shall settle the Shared Risk Pool for the immediately preceding semi-annual period July 1 through December 31.
  - a. CalOptima Health shall calculate the Shared Risk Budget for the semi-annual period July 1 through December 31. The Shared Risk Budget shall include all components detailed in Sections II.C. and II.D. of this Policy related to Members assigned to the Shared Risk Group within the semi-annual period, and for dates of service within the semi-annual period.
  - b. CalOptima Health shall calculate Shared Risk Expenses for the semi-annual period July 1 through December 31. The Shared Risk Expenses shall include all components detailed in Sections II.E. and II.F. of this Policy for dates of service within the semi-annual period.
  - c. CalOptima Health shall reduce Shared Risk Expenses for the semi-annual period by:
    - i. Any applicable copayments, deductibles, or third-party payments collected by CalOptima Health or a Provider for Shared Risk Services provided to Members assigned to the Shared Risk Group within the semi-annual period; and
    - ii. Any recoveries, including overpayments, for dates of service within the semi-annual period related to Shared Risk Services provided to Members assigned to the Shared Risk Group.
2. CalOptima Health shall compute and settle the semi-annual Shared Risk Pool surplus or deficit by deducting the Shared Risk Expenses from the Shared Risk Budget for the semi-annual period.
  - a. If CalOptima Health determines that the Shared Risk Pool is in surplus, CalOptima Health shall pay the Shared Risk Group an amount equal to sixty percent (60%) of that surplus, less any deficits from the previous annual settlement. Any surplus distributions are an advance against the projected final surplus. The remaining forty percent (40%) of the surplus shall remain in the Shared Risk Pool.
  - b. If CalOptima Health determines that the Shared Risk Pool is in deficit, no advance payment shall be made to the Shared Risk Group.

## C. Annual Shared Risk Pool Reconciliation and Settlement

1. No later than October 31 of each year, CalOptima Health shall provide the Shared Risk Group with an Annual Shared Risk Program Report. The Annual Shared Risk Program Report shall show reconciliation of allocations, deposits, expenses, and disbursements during the immediately preceding fiscal year, and the status of the Shared Risk Pool.
  - a. CalOptima Health shall calculate the Shared Risk Budget for the annual reconciliation in accordance with Sections II.C. and II.D. of this Policy. The Shared Risk Budget for the fiscal year shall include:
    - i. The Hospital Budget Capitation Allocation for Members assigned to the Shared Risk Group within that fiscal year, including any retroactivity within ninety (90) calendar days after the end of the fiscal year;

- ii. Reinsurance recovery amounts for dates of service within that fiscal year and identified within ninety (90) calendar days after the end of the fiscal year; and
    - iii. Supplemental OB Delivery Care payments for dates of service within that fiscal year and identified within ninety (90) calendar days after the end of the fiscal year
  - b. CalOptima Health shall calculate Shared Risk Expenses for the annual reconciliation in accordance with Sections II.E. and II.F. of this Policy. Shared Risk Expenses for the fiscal year shall include:
    - i. Claims for Shared Risk Services for dates of service within that fiscal year and paid within ninety (90) calendar days following the end of the fiscal year;
    - ii. An estimate of IBNR expenses for Shared Risk Services rendered within that fiscal year, based on historical claims for Shared Risk Services for dates of service within that fiscal year and paid up to ninety (90) calendar days following the end of the fiscal year; and
    - iii. Administrative expenses as established in the Contract for Health Care Services.
  - c. Shared Risk Expenses shall not include:
    - i. Reimbursement for a High Cost Exclusion Item as set forth in CalOptima Health Policy FF.1005c: Special Payments – High Cost Exclusion Items.
  - d. CalOptima Health shall reduce Shared Risk Expenses for the fiscal year by:
    - i. Any applicable copayments, deductibles, or third-party payments collected by CalOptima Health, or a Provider for Shared Risk Services provided to Members assigned to the Shared Risk Group during that fiscal year within ninety (90) calendar days after the end of the fiscal year; and
    - ii. Any recoveries, including overpayments, for dates of service within that fiscal year related to Shared Risk Services provided to Members assigned to the Shared Risk Group and received within ninety (90) calendar days after the end of the fiscal year.
  - e. If CalOptima Health identifies any Shared Risk Expenses past ninety (90) calendar days following the end of the fiscal year, CalOptima Health shall deduct such Shared Risk Expenses from the Shared Risk Budget as part of the subsequent fiscal year's update for that Shared Risk Period pursuant to Section III.C.3. of this Policy.
- 2. CalOptima Health shall compute the annual Shared Risk Pool surplus or deficit by deducting the Shared Risk Expenses from the Shared Risk Budget for the fiscal year.
  - a. If CalOptima Health determines that the Shared Risk Pool is in surplus, the Annual Shared Risk Program Report shall reflect that the amount payable to the Shared Risk Group will be an amount equal to sixty percent (60%) of that surplus, less any advance amounts paid at the semi-annual reconciliation period as described in Section III.B.2.a. of this Policy, and less any deficits carried forward from the previous annual settlement. CalOptima Health shall retain the balance of the Shared Risk Pool.

- b. If CalOptima Health determines that the Shared Risk Pool is in deficit, the Annual Shared Risk Program Report shall reflect that CalOptima Health shall carry forward an amount equal to sixty percent (60%) of that deficit into the next fiscal year's semi-annual and/or annual reconciliation, along with any additional deficits carried forward from the previous annual settlement, except as otherwise established in the Contract for Health Care Services.
3. Each Annual Shared Risk Program Report shall include refreshed reports from the previous two (2) annual shared risk periods. CalOptima Health shall refresh the Annual Shared Risk Program Report at the time of the following shared risk period's annual settlement to update IBNR and actual claims payment for previous shared risk periods. After two (2) years, the refreshed Annual Shared Risk Program Report should not contain IBNR and shall be considered final. (e.g., FY16 Shared Risk Period [July 1, 2015-June 30, 2016] will be final October 31, 2018).
4. If, upon review of the Annual Shared Risk Program Report, the Shared Risk Group objects to the calculations and determination, the Shared Risk Group may complete and submit the Risk Pool Claims Objection Form and any supporting documentation to the CalOptima Health Accounting Department within thirty (30) calendar days from the date of receipt of the Annual Shared Risk Program Report.
  - a. If CalOptima Health does not receive any written objection from the Shared Risk Group within thirty (30) calendar days of receipt of the Annual Shared Risk Program Report, CalOptima Health shall settle the Shared Risk Pool and apply any surplus or deficit within fifteen (15) calendar days after the expiration of the review period, no later than December 15. Such settlement shall be considered final.
  - b. If CalOptima Health receives written notice of objection from a Shared Risk Group within the objection period, CalOptima Health shall re-evaluate its calculations based on additional documentation provided by the Shared Risk Group and provide a final Annual Shared Risk Program Report to the Shared Risk Group within forty-five (45) calendar days after receipt of the written objection.
  - c. CalOptima Health shall settle the Shared Risk Pool based on this final Annual Shared Risk Program Report and apply any surplus or deficit within fifteen (15) calendar days after the date of issuance of the final Annual Shared Risk Program Report.

#### D. Shared Risk Pool Settlement upon Termination

1. Within one-hundred-twenty (120) calendar days after the effective date of termination of the Contract for Health Care Services with a Shared Risk Group, CalOptima Health shall provide the terminated Shared Risk Group with a Final Reconciliation and Settlement Report.
  - a. CalOptima Health shall calculate the Shared Risk Budget for the reconciliation upon termination in accordance with Sections II.C. and II.D. of this Policy. The Shared Risk Budget for the reconciliation upon termination shall include:
    - i. The Hospital Budget Capitation Allocation for Members assigned to the Shared Risk Group within that fiscal year and up to the effective date of termination, including any retroactivity within ninety (90) calendar days after the effective date of termination;
    - ii. Reinsurance coverage amounts for dates of service within the fiscal year and up to the effective date of termination, identified no later than ninety (90) calendar days after the effective date of termination; and

- iii. OB Delivery Care payments for dates of service within that fiscal year and up to the effective date of termination, identified within ninety (90) calendar days after the effective date of termination.
  - b. CalOptima Health shall calculate Shared Risk Expenses for the reconciliation upon termination in accordance with Sections II.E and II.F of this Policy. Shared Risk Expenses for the reconciliation upon termination shall include:
    - i. Claims for Shared Risk Services for dates of service within that fiscal year and up to the effective date of termination, paid within ninety (90) calendar days following the effective date of termination;
    - ii. An estimate of IBNR expenses for Shared Risk Services rendered within that fiscal year and up to the effective date of termination, based on historical claims for Shared Risk Services for dates of service within that fiscal year and paid up to ninety (90) calendar days following the effective date of termination; and
    - iii. Administrative expenses as established in the Contract for Health Care Services.
  - c. Shared Risk Expenses shall not include:
    - i. Reimbursement for a High Cost Exclusion Item as set forth in CalOptima Health Policy FF.1005.c: Special Payments – High Cost Exclusion Items.
  - d. CalOptima Health shall reduce Shared Risk Expenses for the fiscal year by:
    - i. Any applicable copayments, deductibles, or third-party payments collected by CalOptima Health, or a Provider for Shared Risk Services provided to Members assigned to the Shared Risk Group during that fiscal year within ninety (90) calendar days after the effective date of termination; and
    - ii. Any recoveries, including overpayments, for dates of service within that fiscal year and up to the effective date of termination related to Shared Risk Services provided to Members assigned to the Shared Risk Group and received within ninety (90) calendar days after the effective date of termination.
2. CalOptima Health shall compute the final Shared Risk Pool surplus or deficit by deducting the Shared Risk Expenses from the Shared Risk Budget for the final fiscal year.
- a. If CalOptima Health determines that the Shared Risk Pool is in surplus, the Final Shared Risk Program Report shall reflect that the amount payable to the Shared Risk Group will be an amount equal to sixty percent (60%) of that surplus, less amounts paid at the semi-annual reconciliation period (if applicable), and less any deficits from the previous annual settlement, if not already subtracted at the semi-annual reconciliation period. CalOptima Health shall retain the balance of the Shared Risk Pool.
  - b. If CalOptima Health determines that the Shared Risk Pool is in deficit, the Final Shared Risk Program Report shall reflect that the Shared Risk Group shall not be responsible for any portion of that deficit.

3. If, upon review of the Final Shared Risk Program Report, the Shared Risk Group objects to the calculations and determination, the Shared Risk Group may complete and submit the Risk Pool Claims Objection Form and any supporting documentation to the CalOptima Health Accounting Department within thirty (30) calendar days from the date of receipt of the Final Shared Risk Program Report.
  - a. If CalOptima Health does not receive any written objection from the Shared Risk Group within thirty (30) calendar days from the date of receipt of the Final Shared Risk Program Report, CalOptima Health shall settle the Shared Risk Pool and apply any surplus or deficit within fifteen (15) calendar days after the expiration of the review period. Such settlement shall be considered final.
  - b. If CalOptima Health receives written notice of objection from the Shared Risk Group, CalOptima Health shall re-evaluate its calculations based on additional documentation provided by the Shared Risk Group and provide any revisions to the Final Shared Risk Program Report to the Shared Risk Group within forty-five (45) calendar days after receipt of the written objection.
  - c. CalOptima Health shall settle the Shared Risk Pool based on the revised Final Shared Risk Program Report and apply any surplus or deficit within fifteen (15) calendar days after the date of issuance of the revised Final Shared Risk Program Report.

#### **IV. ATTACHMENT(S)**

- A. Risk Pool Claims Objection Form

#### **V. REFERENCE(S)**

- A. CalOptima Health Contract with the Department of Health Care Services (DHCS) for Medi-Cal
- B. CalOptima Health Contract for Health Care Services
- C. CalOptima Health Policy FF.1005c: Special Payments – High Cost Exclusion Items
- D. CalOptima Health Policy FF.1005f: Special Payments: Supplemental OB Delivery Care Payment
- E. CalOptima Health Policy FF.1007: Health Network Reinsurance Coverage
- F. CalOptima Health Policy FF.2003: Coordination of Benefits

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

| <b>Date</b> | <b>Regulatory Agency</b>                  | <b>Response</b>       |
|-------------|---|-----------------------|
| 03/14/2011  | Department of Health Care Services (DHCS) | Approved as Submitted |
| 04/04/2023  | Department of Health Care Services (DHCS) | File and Use          |

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

| <b>Date</b> | <b>Meeting</b>                                      |
|-------------|---|
| 10/02/2014  | Regular Meeting of the CalOptima Board of Directors |
| 10/04/2018  | Regular Meeting of the CalOptima Board of Directors |
| 06/02/2020  | Regular Meeting of the CalOptima Board of Directors |

## VIII. REVISION HISTORY

| Action    | Date       | Policy  | Policy Title     | Program(s) |
|-----------|------------|---------|------------------|------------|
| Effective | 07/01/2008 | FF.1010 | Shared Risk Pool | Medi-Cal   |
| Revised   | 07/01/2009 | FF.1010 | Shared Risk Pool | Medi-Cal   |
| Revised   | 07/01/2010 | FF.1010 | Shared Risk Pool | Medi-Cal   |
| Revised   | 09/01/2014 | FF.1010 | Shared Risk Pool | Medi-Cal   |
| Revised   | 08/01/2016 | FF.1010 | Shared Risk Pool | Medi-Cal   |
| Revised   | 05/01/2017 | FF.1010 | Shared Risk Pool | Medi-Cal   |
| Revised   | 10/04/2018 | FF.1010 | Shared Risk Pool | Medi-Cal   |
| Revised   | 06/04/2020 | FF.1010 | Shared Risk Pool | Medi-Cal   |
| Revised   | 07/01/2021 | FF.1010 | Shared Risk Pool | Medi-Cal   |
| Revised   | 05/01/2022 | FF.1010 | Shared Risk Pool | Medi-Cal   |
| Revised   | 07/01/2023 | FF.1010 | Shared Risk Pool | Medi-Cal   |

## IX. GLOSSARY

| <b>Term</b>                                  | <b>Definition</b>   |
|--|---|
| California Children's Services (CCS) Program | The public health program that assures the delivery of specialized diagnostic, treatment, and therapy services to financially and medically eligible persons under the age of twenty-one (21) years who have CCS-Eligible Conditions, as defined in Title 22, California Code of Regulations (CCR), Sections 41515.2 through 41518.9.   |
| Contract for Health Care Services            | The written instrument between CalOptima Health and Physicians, Hospitals, Health Maintenance Organizations (HMO), or other entities. Contract shall include all applicable DHCS Medi-Cal Managed Care Division Policy Letters and All Plan Letters, and any Memoranda of Understanding entered into by CalOptima Health that are binding on a Physician Hospital Consortium (PHC), a physician group under a shared risk contract, or an HMO.  |
| Contracted CalOptima Health Hospital         | A hospital that has entered into a CalOptima Health Hospital Services Contract to provide hospital services to CalOptima Health Direct Members.   |
| Coordination of Benefits (COB)               | A method for determining the order of payment for medical or other care/treatment benefits where the primary health plan pays for covered benefits as it would without the presence of a secondary health plan.   |
| Corrective Action Plan (CAP)                 | A plan delineating specific and identifiable activities or undertakings that address and are designed to correct program deficiencies or problems identified by formal audits or monitoring activities by CalOptima Health, the State, or designated representatives. Health Networks and Providers may be required to complete a CAP to ensure that they are in compliance with statutory, regulatory, contractual, CalOptima Health policy, and other requirements identified by CalOptima Health and its regulators. |
| Department of Health Care Services (DHCS)    | The single State Department responsible for administration of the Medi-Cal program, California Children Services (CCS), Genetically Handicapped Persons Program (GHPP), Child Health and Disabilities Prevention (CHDP), and other health related programs.   |
| Division of Financial Responsibility (DOFR)  | A matrix that identifies how CalOptima Health identifies the responsible parties for components of medical associated with the provision of Covered Services. The responsible parties include, but are not limited to, Physician, Hospital, CalOptima Health and the County of Orange.  |
| High Cost Exclusion Item                     | Specific high-cost items that are excluded from a Contracted Hospital's outpatient reimbursement or inpatient per diem rate.  |
| Hospital Budget Capitation Allocation        | The amount equal to the Hospital Risk Pool Capitation (PMPM) set forth in the contract multiplied by the number of Members assigned to the Shared Risk Physician.   |
| Incurred But Not Reported (IBNR)             | An estimate of claims that have been incurred for medical services provided, but for which claims have not yet been received by the Health Network.   |
| Member                                       | A Medi-Cal eligible beneficiary as determined by the County of Orange Social Services Agency, the California Department of Health Care Services (DHCS) Medi-Cal Program, or the United States Social Security Administration, who is enrolled in the CalOptima Health program.  |
| Provider                                     | A physician, nurse, nurse mid-wife, nurse practitioner, medical technician, physician assistant, hospital, laboratory, ancillary provider, or other person or institution that furnishes Covered Services.  |

| <b>Term</b>             | <b>Definition</b>   |
|-------------------------|---|
| Shared Risk Budget      | The total amount that CalOptima Health allocates to the Shared Risk Pool to pay for Shared Risk Services set forth in the DOFR of the contract.   |
| Shared Risk Expenses    | Includes: <ol style="list-style-type: none"> <li>1. Amounts paid for Shared Risk Services provided to Members assigned to the Shared Risk Group;</li> <li>2. An estimate of Incurred but Not Reported (IBNR) expenses;</li> <li>3. Administrative expenses at a rate established in the Contract for Health Care Services; and</li> <li>4. Any reinsurance premiums paid by CalOptima Health allocable to the Shared Risk Group.</li> </ol> |
| Shared Risk Group (SRG) | A Health Network who accepts delegated clinical and financial responsibility for professional services for assigned Members, as defined by written contract and enters into a risk sharing agreement with CalOptima Health as the responsible partner for facility services.  |
| Shared Risk Pool        | The risk sharing program, under which the risk for the provision of Shared Risk Services to Members is shared and allocated between CalOptima Health and Physician.   |

## **CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL**

**Action To Be Taken November 2, 2023**

**Regular Meeting of the CalOptima Health Board of Directors**

### **Report Item**

15. Approve Updates to the CalOptima Health Provider Dispute Resolution Process Effective January 1, 2024, and Impacted Policies MA.9006, MA.9009, HH.1101, FF.2001 and MA.3101.

### **Contacts**

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

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

### **Recommended Actions**

1. Approve the transition to a one level internal provider dispute resolution process for claims payments to CalOptima Health Community Network (CHCN) and CalOptima Health Direct (CHD) providers effective January 1, 2024.
2. Approve updates to the associated policies to reflect the changes to the internal provider dispute resolution process, which aligns the process to industry standards.
  - a. Grievance and Appeals Resolution Services Policies:
    - i. MA.9006 Provider Complaint Process
    - ii. MA.9009 Non-Contracted Provider Payment Appeals
    - iii. HH.1101 CalOptima Health Provider Complaint
  - b. Claims Administration Policies:
    - i. FF.2001 Claims Processing for Covered Services for which CalOptima Health is Financially Responsible
    - ii. MA.3101 Claims Processing

### **Background**

Currently, if a provider in CHCN or CHD disagrees with a claim payment, the provider has the option of a two-level internal review through the provider dispute process. The provider may submit an initial written request for review to CalOptima Health's Claims Administration department explaining the reason for the dispute. After review of the information submitted by the provider, if the decision by Claims Administration is to uphold the original payment, the provider is given the option to submit a second review request through the Grievance and Appeals Resolution Services (GARS) department. The existing process was designed by CalOptima Health to mirror the health network process for provider disputes and is not one that is required by contract or regulation.

### **Discussion**

Effective January 1, 2024, staff recommend the transition to a single internal review process for CHCN and CHD networks through the GARS department. The one level internal review process recommendation is based on provider feedback for a more concise process and consistency in use of an industry standard process, such as the Department of Managed Health Care (DMHC) requirement of initial handling of dispute at the plan level. This also streamlines the process by providing a fast, fair, and cost-effective dispute resolution mechanism to process and resolve contracted and non-contracted

CalOptima Health Board Action Agenda Referral  
Approve Updates to the CalOptima Health Provider  
Dispute Resolution Process Effective January 1, 2024,  
and Impacted Policies MA.9006, MA.9009, HH.1101,  
FF.2001 and MA.3101  
Page 2

provider disputes and reduces the timeframe for the provider to receive a final decision by CalOptima Health.

This change does not impact CalOptima Health's contracted health networks' provider dispute rights or processes. For disputes related to a contracted health network's claim payment, a provider must submit the dispute through the appropriate health network for resolution. If the provider is not satisfied with the decision by the health network, the provider may submit a request for a second level review by CalOptima Health's GARS department.

### **Fiscal Impact**

The recommended action is operational in nature and has no additional fiscal impact beyond what was incorporated in the CalOptima Fiscal Year 2023-24 Operating Budget.

### **Rationale for Recommendation**

To ensure CalOptima Health's alignment with industry standards and its continued commitment to conducting operations in compliance with all applicable state and federal laws and regulations, CalOptima Health staff recommends that the Board of Directors approve and adopt the provider dispute resolution process change as presented and the updates to the applicable CalOptima Health policies and procedures.

### **Concurrence**

James Novello, Outside General Counsel, Kennaday Leavitt

### **Attachments**

1. MA.9006 Provider Complaint Process
2. MA.9009 Non-contracted Provider Payment Appeals
3. HH.1101 CalOptima Health Provider Complaint
4. FF.2001 Claims Processing for Covered Services for which CalOptima Health is Financially Responsible
5. MA.3101 Claims Processing

/s/ Michael Hunn  
**Authorized Signature**

10/27/2023  
**Date**



Policy: MA.9006  
Title: **Contracted Provider Complaint Process**  
Department: Grievance and Appeals Resolution Services  
Section: Not Applicable

CEO Approval: /s/

Effective Date: 08/01/2005

Revised Date: **TBD**

Applicable to: ☐ Medi-Cal  
☒ OneCare  
☒ OneCare Connect  
☐ PACE  
☐ Administrative

## I. PURPOSE

This policy defines the process by which CalOptima Health, a Health Network, and a Third Party Administrator (TPA) shall address and resolve ~~contracted~~**Contracted** Provider Complaints, which ~~include~~**includes**, but ~~are~~**is** not limited to, Provider ~~disputes~~ or ~~appeals for claims payment, utilization management decisions, Dispute Resolution (PDR), Appeals and other non-payment related issues.~~**Grievances.**

## II. POLICY

- A. CalOptima Health, Health Networks, and TPAs shall maintain a fast, fair, and cost-effective ~~grievance~~ system to process and resolve ~~contracted~~**Contracted** Provider Complaints, in accordance with applicable statutory, regulatory, and contractual requirements.
- B. Non-~~Contract~~**Contracted** Provider ~~claims disputes~~**Complaints** shall be processed under CalOptima Health Policy MA.9009: Non-~~Contract~~**Contracted** Provider ~~Payment Appeals~~**Complaint Process.**
- C. ~~Provider~~**Contracted Provider**s shall utilize the Health Network and TPA ~~grievance~~**Grievance** systems prior to filing a ~~Complaint~~**complaint** directly with CalOptima Health, in accordance with this policy.
- D. CalOptima Health, Health Networks, and TPAs shall promptly review and investigate Complaints and resolve them, in accordance with the timeframes set forth herein.
- E. CalOptima Health, Health Networks, and TPAs shall not discriminate or retaliate against any ~~Provider~~**Contracted Provider** including, but not limited to, terminating the ~~Provider~~**Contracted Provider**'s contract on grounds that such ~~Provider~~**Contracted Provider** filed a ~~Complaint~~**complaint.**
- F. CalOptima Health, Health Networks, and TPAs shall designate a Principal Officer to be primarily responsible for the maintenance, oversight, and analysis of trends and preparation of reports related to ~~Provider~~ Complaints as required by this policy and applicable regulations.

- 1 G. CalOptima Health, Health Networks, and TPAs shall train assigned staff to process ~~provider~~  
2 ~~complaints~~Complaints expeditiously in accordance with this policy.
- 3
- 4 H. CalOptima Health, Health Networks, and TPAs shall not impose a deadline for receipt of a ~~Provider~~  
5 Complaint for an individual claim, billing dispute, or other dispute that is less than three hundred  
6 sixty-five (365) calendar days after the date of an action or, in the case of inaction, that is less than  
7 three hundred sixty-five (365) calendar days after the time for contesting or denying claims has  
8 expired. If the dispute relates to a demonstrable and unfair payment pattern by CalOptima Health, or  
9 CalOptima Health ~~Contracted~~ ~~capitated~~ Provider, neither CalOptima Health nor the ~~capitated~~  
10 ~~Contracted~~ Provider shall impose a deadline for the receipt of a dispute that is less than three  
11 hundred sixty-five (365) calendar days from CalOptima Health or the ~~Contracted~~ ~~capitated~~  
12 Provider's most recent action, or in the case of inaction, that is less than three hundred sixty-five  
13 (365) calendar days after the most recent time for contesting or denying claims has expired.
- 14
- 15 I. CalOptima Health, Health Networks, and TPAs shall not charge a ~~Provider~~Contracted Provider for  
16 the cost of processing a ~~Provider~~ Complaint. Notwithstanding the foregoing, CalOptima Health,  
17 Health Networks, and TPAs shall have no obligation to reimburse a ~~Provider~~Contracted Provider  
18 for any costs incurred in connection with utilizing the ~~Provider~~ Complaint process.
- 19
- 20 J. CalOptima Health shall have the right to extend, or stay, or require a Health Network or TPA to  
21 delay, or stay, the implementation of a decision in order to allow the affected ~~Provider~~Contracted  
22 Provider an opportunity to file a ~~Complaint~~complaint under this policy.
- 23
- 24 K. A ~~Provider~~Contracted Provider who seeks to contest any decision made by CalOptima Health  
25 pursuant to this policy is required to comply with CalOptima Health Policy AA.1217: Legal Claims  
26 and Judicial Review, if applicable.
- 27

### 28 III. PROCEDURE

#### 29 A. Submission of a Complaint

##### 30 1. A Complaint shall contain the following:

- 31
- 32 a. Provider Dispute Resolution (PDR) ~~Form~~form, Appeal, Grievance or ~~Dispute Letter~~dispute  
33 letter and supporting documentation
- 34
- 35 b. ~~Provider~~Contracted Provider name and Provider Identification Number (PIN);
- 36
- 37 c. Contact information;
- 38
- 39 d. Claim number assigned the original claim, if applicable;
- 40
- 41 e. Clear description of the disputed item;
- 42
- 43 f. Date of service;
- 44
- 45 g. Clear explanation of the basis upon which the ~~Provider~~Contracted Provider believes the  
46 action is incorrect;
- 47
- 48 h. If the Complaint involves a bundled group of substantially similar multiple claims,  
49 identification of the original claim number; and
- 50
- 51
- 52

- i. If the Complaint involves a dispute involving a Member, or group of Members; the name(s), identification number(s), claim numbers (if applicable) of the Member(s), a clear explanation of the disputed item(s) including the date(s) of service, and the ~~Provider~~Contracted Provider's position on the issue(s).
2. A ~~Provider~~Contracted Provider may submit an amended ~~Provider~~ Complaint within thirty (30) business days after the date of receipt of a returned ~~Provider~~ Complaint that is missing required information.
3. A ~~Provider~~Contracted Provider that (i) has furnished Covered Services to a Member for which a Health Network is financially responsible, or (ii) is dissatisfied with any aspect of CalOptima Health's program shall file a Complaint with that Health Network prior to filing a Complaint with CalOptima Health within three hundred sixty-five (365) calendar days after the Health Network's action, or in the case of inaction, within three hundred sixty-five (365) calendar days after the time for contesting or denying claims has expired.
4. A ~~Provider~~Contracted Provider that (i) has furnished Covered Services to a Member or (ii) is dissatisfied with any aspect of a TPA's program, shall file a Complaint with that TPA prior to filing a Complaint with CalOptima Health within three hundred sixty-five (365) calendar days after the TPA's action, or in the case of inaction, three hundred sixty-five (365) calendar days after the time for contesting, or denying, claims has expired.
5. A ~~Provider~~Contracted Provider may file a Complaint with CalOptima Health as follows:
  - a. The ~~Provider~~Contracted Provider has provided Covered Services to a Member for which CalOptima Health is financially responsible, or is dissatisfied with any aspect of CalOptima Health;
  - b. The ~~Provider~~Contracted Provider has provided Covered Services to a Member for which a Health Network, or TPA, is financially responsible, is dissatisfied with a Complaint Resolution Letter received from the Health Network, or TPA, as set forth in this policy, and files within the following timeframes:
    - i. Sixty (60) calendar days after the date of the Health Network's, or TPA's, Complaint Resolution Letter for Complaints related to Medical Necessity; or
    - ii. One hundred eighty (180) calendar days after the date of the Health Network's, or TPA's, Complaint Resolution Letter for all other types of Complaints.

## B. CalOptima Health, Health Network, or TPA Complaint Receipt and Resolution

### 1. Record of Complaint

- a. CalOptima Health, or a Health Network, shall enter into its ~~Complaint~~complaint tracking system each Complaint (whether or not complete) received and create an electronic, or hard copy, ~~grievance~~Grievance file.
  - i. The Complaint tracking system shall include the original claim number assigned to each claim being disputed.

- b. A TPA will track and maintain records of each ~~complaint~~Complaint (whether or not complete) it receives.

2. Acknowledgement of a Complaint

- a. CalOptima Health, a Health Network, or TPA shall acknowledge the receipt of a Complaint in paper form (whether or not complete) within fifteen (15) business days after the date of receipt by the office, or department, designated to receive Complaints.
- b. CalOptima Health, a Health Network, or TPA shall acknowledge the receipt of a Complaint in electronic form (whether or not complete) within two (2) business days after the date of receipt by the office or department designated to receive Complaints.

3. Incomplete Complaints

- a. CalOptima Health, a Health Network, or TPA may return to a ~~Provider~~Contracted Provider any Complaint lacking reasonably relevant information, or information necessary to determine payer liability, that is in the possession of the ~~Provider~~Contracted Provider and not readily accessible to CalOptima Health, Health Network, or TPA.
- b. The returned Complaint shall clearly identify, in writing, the missing reasonably relevant information, or information necessary to determine payer liability. In no event shall CalOptima Health, Health Network, or TPA request the ~~Provider~~Contracted Provider to resubmit claim information that the ~~Provider~~Contracted Provider previously and appropriately submitted to CalOptima Health, Health Network, or TPA as part of the claims adjudication process, except in those cases in which the claim documentation was returned to the ~~Provider~~Contracted Provider.

4. Investigation and Resolution of Complaints

a. Investigation

- i. CalOptima Health, Health Network, or TPA shall promptly investigate a Complaint by consulting, as appropriate, with the appropriate department(s) at CalOptima Health, Health Network, or TPA responsible for the services, or operations that are the subject of the Complaint (e.g., Utilization Management, Claims).
- ii. The applicable CalOptima Health, Health Network, or TPA department(s) shall investigate the factual matters that are the subject of the Complaint and shall report factual findings and a proposed resolution to the CalOptima Health, or Health Network, ~~grievance~~Grievance staff within ten (10) business days after the date of the initial receipt of the Complaint.
- iii. The applicable CalOptima Health, Health Network, or TPA department shall use the Complaint Referral and Investigation Request ~~Form~~form, or a similar form, to report findings and proposed resolutions to the CalOptima Health, or Health Network, ~~grievance~~Grievance staff as set forth in this ~~policy~~Policy.
- iv. CalOptima Health may request that the ~~Provider~~Contracted Provider submit any written materials relevant to the ~~Provider~~Contracted Provider's Complaint.

- 1 v. If the ~~Provider~~Contracted Provider is appealing a Health Network, or TPA, Complaint  
2 Resolution Letter, CalOptima Health shall review the Health Network's, or TPA's,  
3 Complaint file.  
4

5 b. Resolution  
6

- 7 i. CalOptima Health, the Health Network, or TPA shall resolve and issue a Complaint  
8 Resolution Letter for each Complaint it receives within forty-five (45) business days  
9 after the date of receipt of the Complaint or amended Complaint, in accordance with  
10 applicable laws, including those regulatory provisions identified in Title 28, California  
11 Code of Regulations, Section 1300.71.38(f).  
12  
13 ii. The Complaint Resolution Letter shall describe the pertinent facts of the Complaint, the  
14 reasons for the Health Networks' determination, and applicable ~~Provider~~Contracted  
15 Provider Appeal rights including the following:  
16  
17 a) For claims Complaints related to Medical Necessity, the right to Appeal the  
18 determination to CalOptima Health Grievance and Appeals Resolution Services  
19 (GARS) staff within sixty (60) calendar days after the date of the Health Network's,  
20 or TPA's, Complaint Resolution Letter; or  
21  
22 b) For other Complaints, the right to Appeal the determination to CalOptima Health  
23 GARS staff within one hundred eighty (180) calendar days after the date of the  
24 Health Network, or TPA's, Complaint Resolution Letter.  
25

26 c. Implementation of Complaint Resolution  
27

- 28 i. CalOptima Health and its Health Networks, or TPA, shall take immediate action to  
29 implement the determinations set forth in a Complaint Resolution Letter.  
30  
31 ii. If the Complaint, or amended Complaint, is determined in whole, or in part, in favor of  
32 the ~~Provider~~Contracted Provider, the Health Network shall pay:  
33  
34 a) Any outstanding monies that it determines to be due; and  
35  
36 b) All interest and penalties required within five (5) business days after the date of the  
37 Complaint Resolution Letter.  
38  
39 iii. Accrual of interest and penalties for the payment of any resolved Complaints shall  
40 commence on the day following the expiration of the time for reimbursement.  
41  
42 d. Resolution of complaints submitted by ~~Provider~~Contracted Provider to CalOptima Health in  
43 accordance with this policy.  
44  
45 i. CalOptima Health GARS staff shall review the factual findings, proposed resolution,  
46 and any other relevant information and shall issue a decision with respect to the  
47 Complaint, or amended Complaint.  
48  
49 ii. Within forty-five (45) business days after receipt of the Complaint, or amended  
50 Complaint, CalOptima Health GARS staff shall send a Complaint Resolution Letter to  
51 the ~~Provider~~Contracted Provider and copy the Health Network, or TPA, as appropriate.  
52

e. Implementation of Resolution by CalOptima Health

- i. CalOptima Health may take immediate action or, as appropriate, require that a Health Network, or TPA, take immediate action to implement the decision set forth in CalOptima Health's Complaint Resolution Letter.
- ii. If the Complaint is a payment related issue and CalOptima Health determines that a Health Network is financially responsible, the Health Network shall make payment in the amount specified by CalOptima Health to the ~~Provider~~Contracted Provider within five (5) business days after the date of CalOptima Health's Complaint Resolution Letter. The Health Network shall send proof of payment by facsimile, or email, to the CalOptima Health GARS Manager, or his or her designee.
- iii. If the Health Network does not pay the claim as required by this policy, CalOptima Health shall pay the claim on behalf of the Health Network and shall deduct from the Health Network's capitation payment the amount paid on behalf of the Health Network plus the greater of a two hundred fifty dollars (\$250.00) administrative fee, or ten percent (10%) of the amount paid.
- iv. If the Complaint is a payment-related issue and CalOptima Health determines that a TPA is financially responsible, the TPA shall make payment in the amount specified by CalOptima Health to the ~~Provider~~Contracted Provider within five (5) business days after the date of CalOptima Health's Complaint Resolution Letter. The TPA shall send proof of payment by facsimile, or email, to the CalOptima Health GARS Manager, or his or her designee.

C. CalOptima Health Responsible Staff

1. CalOptima Health GARS Director shall have primary responsibility for the maintenance of the Provider Complaint process.
2. A CalOptima Health Executive Officer shall have primary responsibility for the oversight and review of operations and for identifying any emergent patterns of Complaints to improve administrative capacity, Provider relations, claims payment procedures, and Member care.

D. CalOptima Health Monitoring

1. CalOptima Health shall assess on no less than an annual basis the ~~Providers, Contracted Providers, subcontractors, and downstream subcontractors that regularly utilize the Provider Complaint process to identify trends and systemicsystem~~ issues.
- ~~1.2~~ If CalOptima Health determines that a ~~Provider~~Contracted Provider or Health Network has failed to comply with any requirements of this policy, CalOptima Health may take appropriate action, including, but not limited to, imposing corrective action plans, or sanctions, against the Health Network under CalOptima Health Policies HH.2005: Corrective Action Plan and HH.2002: Sanctions.

2.3 CalOptima Health shall monitor a TPA.

E. Notices, Records, and Reports

1. Notice to ~~Provider~~Contracted Providers of the Complaint ~~Procedure~~Process

1  
2 a. A Health Network shall include a reference to this policy in each ~~ProviderContracted~~  
3 ~~Provider~~ contract.

4  
5 ~~b. A Health Network shall notify non-contracted Providers of the availability of a Provider~~  
6 ~~Complaint process. This notification may be satisfied through the Health Networks' routine~~  
7 ~~Provider communication processes including, but not limited to, newsletters, bulletins,~~  
8 ~~policy and procedure manuals, remittance advice notices, and websites.~~

9  
10 2. Records

11  
12 a. CalOptima Health, Health Networks, and TPAs shall maintain written records of each  
13 Complaint including at least the following information:

14  
15 i. Date of receipt;

16  
17 ii. Names of staff who is designated as the contact person;

18  
19 iii. Description of the Complaint; and

20  
21 iv. Disposition.

22  
23 b. A Health Network and TPA shall retain written records of each Complaint, including copies  
24 of all Complaints and responses thereto, including all notes, documents, and other  
25 information upon which CalOptima Health, the Health Network, or TPA relied upon to  
26 reach its decision for a period of five (5) years following the termination of their contracts  
27 with CalOptima Health. ~~-A Health Network and TPA shall make records for the last two (2)~~  
28 ~~years available on-site.~~

29  
30 c. A Health Network and TPA shall make available warehoused, or stored, records within five  
31 (5) business days after a request for such records by CalOptima Health, or the department.

32  
33 3. Reporting ~~ProviderContracted Provider~~ Complaint Activity

34  
35 a. A Health Network shall submit to CalOptima Health on a quarterly basis, within thirty (30)  
36 calendar days after the end of each quarter, aggregate Complaint data in the format required  
37 by CalOptima Health.

38  
39 b. Each claim within a Complaint that has bundled substantially similar claims disputes must  
40 be listed separately as individual Complaints (including original claim numbers) on the  
41 report.

42  
43 c. A Principal Officer shall sign the report certifying that the report is true and correct to the  
44 best of his or her knowledge and belief.

45  
46 F. Other ~~ProviderContracted Provider~~ Rights

47  
48 1. In addition to any rights set forth in this policy and allowed by law, a ~~ProviderContracted~~  
49 ~~Provider~~ also has the following rights:

50  
51 2. Claim Resubmission.  
52

- 1 a. Prior to filing a Complaint related to payment of a claim, a ~~Provider~~Contracted Provider  
2 may resubmit the claim to the Health Network, or TPA, as appropriate, in accordance with  
3 the applicable Health Network, or TPA, claim resubmission policy.  
4

5 3. ~~Provider~~Contracted Provider's Right to Hearing  
6

7 a. Request for Hearing  
8

- 9 i. A ~~Provider~~Contracted Provider that disputes recoupment of funds based upon audit  
10 findings of overpayments; the imposition of sanctions or penalties; or suspension or  
11 termination of the ~~Provider~~Contracted Provider's participation in CalOptima Health, or  
12 a Health Network, may request a hearing before the Provider Grievance Review Panel  
13 if:  
14  
15 a) The ~~Provider~~Contracted Provider has received a Complaint Resolution Letter from  
16 CalOptima Health; or  
17  
18 b) The ~~Provider~~Contracted Provider has received a Complaint Resolution Letter from  
19 a Health Network, or TPA, and pursues a hearing in lieu of filing a written  
20 Complaint to CalOptima Health under Section III.A. of this policy.  
21  
22 ii. No other hearings are provided under this policy.  
23  
24 iii. A ~~Provider~~Contracted Provider may submit to CalOptima Health GARS staff a written  
25 request for hearing within fifteen (15) calendar days after CalOptima Health, a Health  
26 Network's, or TPA's issuance of a Complaint Resolution Letter. The written request  
27 shall set forth with specificity the reasons for the hearing, including if the  
28 ~~Provider~~Contracted Provider challenges:  
29  
30 a) The factual basis of the decision, and if so, which facts in particular;  
31  
32 b) The legal basis for the decision; or  
33  
34 c) The rationale for the decision, sanctions, or penalties imposed.  
35

36 b. Acknowledgment of Request for Hearing  
37

- 38 i. Upon receipt of a request for hearing, CalOptima Health shall set a hearing date to be  
39 held within thirty (30) calendar days after receipt of the request.  
40  
41 ii. CalOptima Health shall send to the ~~Provider~~Contracted Provider a Hearing  
42 Acknowledgment Letter within five (5) calendar days after the ~~Provider~~Contracted  
43 Provider's request for a hearing, setting forth the date, time, and location of the hearing.  
44

45 c. Hearing  
46

- 47 i. The purpose of the hearing is to afford the ~~Provider~~Contracted Provider an opportunity  
48 to contest the factual, or legal, basis of the decision, or the rationale for the decision.  
49  
50 ii. The hearing is intended to be informal in nature. Formal rules of evidence and  
51 discovery do not apply. There shall be no cross-examination of witnesses. The  
52 ~~Provider~~Contracted Provider, CalOptima Health, Health Network, and TPA, as

appropriate, shall have the opportunity to present oral testimony and documentary evidence.

- iii. The Provider Grievance Review Panel shall select a hearing officer to preside at the hearing. The hearing officer may, from time to time, establish hearing guidelines governing the hearing procedure. The hearing officer may ask questions to any party at the hearing, and shall ensure proper decorum at the hearing.
- iv. The hearing officer may cause a recording of the hearing to be made either by tape recording, or providing a court reporter service.
- v. After the conclusion of the hearing, the Provider Grievance Review Panel may adopt, reject, or modify, in whole or in part, the actions addressed at the hearing. The hearing officer shall send the Provider Grievance Review Panel's written decision to the ~~Provider~~Contracted Provider, Health Network, and TPA, as appropriate, within forty-five (45) calendar days after the close of the hearing. The decision shall be effective on the date issued by the hearing officer.

#### IV. ATTACHMENTS

Not Applicable

#### V. REFERENCES

- A. California Health and Safety Code, §1367(h)
- B. CalOptima Health Contract with the Centers for Medicare & Medicaid Services (CMS) for Medicare Advantage
- ~~C. CalOptima Health PACE Program Agreement~~
- ~~D.C.~~ CalOptima Health Policy AA.1217: Legal Claims and Judicial Review
- ~~E.D.~~ CalOptima Health Policy HH.2002: Sanctions
- ~~F.E.~~ CalOptima Health Policy HH.2005: Corrective Action Plan
- ~~G.F.~~ CalOptima Health Policy MA.9009: Non-~~Contract~~Contracted Provider ~~Payment~~Appeals/Complaint Process
- ~~H.G.~~ Title 28, California Code of Regulations (C.C.R.), §§1300.71.38 and 1300.85.1.
- ~~I.H.~~ CalOptima Health Three-Way Contract with the Centers for Medicare & Medicaid Services (CMS) and the Department of Health Care Services (DHCS) for Cal MediConnect

#### VI. REGULATORY AGENCY APPROVALS

None to Date

#### VII. BOARD ACTIONS

| <u>Date</u> | <u>Meeting</u>  |
|-------------|---|
| <u>TBD</u>  | <u>Regular Meeting of the CalOptima Health Board of Directors</u> |

#### VIII. REVIEW/REVISION HISTORY

| Version   | Date       | Policy Number | Policy Title               | Line(s) of Business |
|-----------|------------|---------------|----------------------------|---------------------|
| Effective | 08/01/2005 | MA.9006       | Provider Complaint Process | OneCare             |
| Revised   | 05/01/2010 | MA.9006       | Provider Complaint Process | OneCare             |
| Revised   | 10/01/2012 | MA.9006       | Provider Complaint Process | OneCare             |

| Version        | Date       | Policy Number  | Policy Title                      | Line(s) of Business                      |
|----------------|------------|----------------|-----------------------------------|--|
| Revised        | 02/01/2015 | MA.9006        | Provider Complaint Process        | OneCare<br>OneCare Connect<br>PACE       |
| Revised        | 12/01/2016 | MA.9006        | Provider Complaint Process        | OneCare<br>OneCare Connect<br>PACE       |
| Revised        | 12/01/2022 | MA.9006        | Provider Complaint Process        | OneCare<br>OneCare Connect               |
| <u>Revised</u> | <u>TBD</u> | <u>MA.9006</u> | <u>Provider Complaint Process</u> | <u>OneCare</u><br><u>OneCare Connect</u> |

For 20231102 BOD Review Only

## IX. GLOSSARY

| Term                       | Definition  |
|----------------------------|---|
| <u>Appeal</u>              | <p><u>OneCare: Any of the procedures that deal with the review of an adverse initial determination made by CalOptima Health on health care services or benefits under Part C or D the Member believes he or she is entitled to receive, including a delay in providing, arranging for, or approving the health care services or drug coverage (when a delay would adversely affect the health of the Member), or on any amounts the Member must pay for a service or drug as defined in 42 CFR §422.566(b) and §423.566(b). These procedures include reconsideration or redetermination, a reconsideration by an independent review entity (IRE), adjudication by an Administrative Law Judge (ALJ) or attorney adjudicator, review by the Medicare Appeals Council (MAC), and judicial review.</u></p> <p><u>OneCare Connect: In general, a Member's actions, both internal and external to CalOptima Health requesting review of CalOptima Health's denial, reduction or termination of benefits or services, from CalOptima Health. Appeals relating to Medi-Cal covered benefits and services shall proceed pursuant to the laws and regulations governing Medi-Cal Appeals and 42 CFR sections 422.629 through 422.634, 438.210, 438.400, and 438.402. Appeals relating to Medicare covered benefits and services shall proceed pursuant to the laws and regulations governing Medicare Appeals. A Medi-Cal based Appeal is defined as review by CalOptima Health of an Adverse Benefit Determination.</u></p> |
| <u>Complaint</u>           | <u>The general term used to identify all provider-filed requests for review and expressions of dissatisfaction with any aspect of CalOptima Health or its Health Networks. This includes Appeals, disputes and Grievances.</u>  |
| <u>Contracted Provider</u> | <u>A Provider who is obligated by a written contract to provide Covered Services to Members on behalf of CalOptima Health, or its contracted Health Networks.</u>   |
| <u>Covered Services</u>    | <u>Those medical services, equipment, or supplies that CalOptima Health is obligated to provide to Members under CalOptima Health's contract with the Centers of Medicare &amp; Medicaid Services (CMS).</u>  |
| <u>Dispute</u>             | <u>A dispute of payment regarding an amount that is less than the expected contracted amount or the amount that would be paid by Medicare.</u>  |
| Executive Officer          | For the purposes of this policy, refers to the Chief Operating Officer or <del>their</del> <sup>his/her</sup> designee.   |
| <u>Grievance</u>           | <u>Any complaint or dispute, other than one that constitutes an organization determination under 42 C.F.R. § 422.566 or other than an Adverse Benefit Determination under 42 C.F.R. § 438.400, expressing dissatisfaction with any aspect of the CalOptima Health's or Provider's operations, activities, or behavior, regardless of whether remedial action is requested pursuant to 42 C.F.R. § 422.561. (Possible subjects for Grievances include, but are not limited to, the quality of care or services provided and aspects of interpersonal relationships such as rudeness of a Provider or employee, or failure to respect the Member's rights). Also called a "Complaint."</u>  |
| Health Network:            | A Physician Hospital Consortium (PHC), Physician Medical Group (PMG) under a shared risk contract, or health care service plan, such as   |

|  |   |
|--|---|
|  | a Health Maintenance Organization (HMO) that contracts with CalOptima Health to provide Covered Services to Members assigned to that Health Network.  |
| <u>Medically Necessary/Medical Necessity</u> | <p><del>An individual</del> <u>OneCare: The services, supplies, or entity drugs that are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.</u></p> <p><u>OneCare Connect: Services must be provided in a written agreement with CalOptima Healthway that provides all protections to perform certain functions and tasks relating to, the Member provided by Medicare and Medi-Cal. Per Medicare, services must be reasonable and necessary for, the delivery of Covered Services for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member, or otherwise medically necessary under 42 U.S.C. § 1395y. In accordance with Title XIX law and related regulations, and per Medi-Cal, medical necessity means reasonable and necessary services to protect life, to prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness, or injury under WIC Section 14059.5.</u></p>   |
| <u>Non-Contracted Provider (NCP)</u>         | <u>A Provider that is not obligated by written contract to provide Covered Services to a Member on behalf of CalOptima Health or a Health Network.</u>  |
| <u>Organization Determination</u>            | <p><u>Any determination made by CalOptima Health with respect to any of the following:</u></p> <ol style="list-style-type: none"> <li><u>1. Payment for temporarily Out-of-Area renal dialysis services, Emergency Services, post-stabilization care, or urgently needed services;</u></li> <li><u>2. Payment for any other health services furnished by a Provider that the Member believes:</u> <ol style="list-style-type: none"> <li><u>a. Are covered under Medicare; or</u></li> <li><u>b. If not covered under Medicare, should have been furnished, arranged for, or reimbursed by CalOptima Health.</u></li> </ol> </li> <li><u>3. Refusal to authorize, provide or pay for services, in whole or in part, including the type or level of services, that the Member believes should be furnished or arranged for by CalOptima Health;</u></li> <li><u>4. Reduction or premature discontinuation, of a previously authorized ongoing course of treatment; or</u></li> </ol> <p><u>Failure to approve, furnish, arrange for, or provide payment for health care services in a timely manner, or to provide the Member with timely notice of an adverse determination, such that a delay would adversely affect the health of the Member.</u></p> |
| <u>Resolution Letter</u>                     | <u>Written notification of the CalOptima Health's resolution of the complaint.</u>  |
| <u>Third Party Administrator (TPA)</u>       | <u>An individual or entity that has a written agreement with CalOptima Health to perform certain functions and tasks relating to, and necessary for, the delivery of Covered Services.</u>  |



Policy: MA.9006  
Title: **Contracted Provider Complaint Process**  
Department: Grievance and Appeals Resolution Services  
Section: Not Applicable

CEO Approval: /s/

Effective Date: 08/01/2005

Revised Date: TBD

Applicable to: ☐ Medi-Cal  
☒ OneCare  
☒ OneCare Connect  
☐ PACE  
☐ Administrative

## I. PURPOSE

This policy defines the process by which CalOptima Health, a Health Network, and a Third Party Administrator (TPA) shall address and resolve Contracted Provider Complaints, which includes, but is not limited to, Provider Dispute Resolution (PDR), Appeals and Grievances.

## II. POLICY

- A. CalOptima Health, Health Networks, and TPAs shall maintain a fast, fair, and cost-effective system to process and resolve Contracted Provider Complaints, in accordance with applicable statutory, regulatory, and contractual requirements.
- B. Non-Contracted Provider Complaints shall be processed under CalOptima Health Policy MA.9009: Non-Contracted Provider Complaint Process.
- C. Contracted Providers shall utilize the Health Network and TPA Grievance systems prior to filing a complaint directly with CalOptima Health, in accordance with this policy.
- D. CalOptima Health, Health Networks, and TPAs shall promptly review and investigate Complaints and resolve them, in accordance with the timeframes set forth herein.
- E. CalOptima Health, Health Networks, and TPAs shall not discriminate or retaliate against any Contracted Provider including, but not limited to, terminating the Contracted Provider's contract on grounds that such Contracted Provider filed a complaint.
- F. CalOptima Health, Health Networks, and TPAs shall designate a Principal Officer to be primarily responsible for the maintenance, oversight, and analysis of trends and preparation of reports related to Complaints as required by this policy and applicable regulations.
- G. CalOptima Health, Health Networks, and TPAs shall train assigned staff to process Complaints expeditiously in accordance with this policy.

- 1 H. CalOptima Health, Health Networks, and TPAs shall not impose a deadline for receipt of a  
2 Complaint for an individual claim, billing dispute, or other dispute that is less than three hundred  
3 sixty-five (365) calendar days after the date of an action or, in the case of inaction, that is less than  
4 three hundred sixty-five (365) calendar days after the time for contesting or denying claims has  
5 expired. If the dispute relates to a demonstrable and unfair payment pattern by CalOptima Health, or  
6 CalOptima Health Contracted Provider, neither CalOptima Health nor the Contracted Provider shall  
7 impose a deadline for the receipt of a dispute that is less than three hundred sixty-five (365)  
8 calendar days from CalOptima Health or the Contracted Provider's most recent action, or in the case  
9 of inaction, that is less than three hundred sixty-five (365) calendar days after the most recent time  
10 for contesting or denying claims has expired.  
11
- 12 I. CalOptima Health, Health Networks, and TPAs shall not charge a Contracted Provider for the cost  
13 of processing a Complaint. Notwithstanding the foregoing, CalOptima Health, Health Networks,  
14 and TPAs shall have no obligation to reimburse a Contracted Provider for any costs incurred in  
15 connection with utilizing the Complaint process.  
16
- 17 J. CalOptima Health shall have the right to extend, or stay, or require a Health Network or TPA to  
18 delay, or stay, the implementation of a decision in order to allow the affected Contracted Provider  
19 an opportunity to file a complaint under this policy.  
20
- 21 K. A Contracted Provider who seeks to contest any decision made by CalOptima Health pursuant to  
22 this policy is required to comply with CalOptima Health Policy AA.1217: Legal Claims and Judicial  
23 Review, if applicable.  
24

### 25 **III. PROCEDURE**

#### 26 **A. Submission of a Complaint**

##### 27 **1. A Complaint shall contain the following:**

- 28
- 29 a. Provider Dispute Resolution (PDR) form, Appeal, Grievance or dispute letter and  
30 supporting documentation
- 31 b. Contracted Provider name and Provider Identification Number (PIN);
- 32 c. Contact information;
- 33 d. Claim number assigned the original claim, if applicable;
- 34 e. Clear description of the disputed item;
- 35 f. Date of service;
- 36 g. Clear explanation of the basis upon which the Contracted Provider believes the action is  
37 incorrect;
- 38 h. If the Complaint involves a bundled group of substantially similar multiple claims,  
39 identification of the original claim number; and
- 40 i. If the Complaint involves a dispute involving a Member, or group of Members; the  
41 name(s), identification number(s), claim numbers (if applicable) of the Member(s), a clear  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

1 explanation of the disputed item(s) including the date(s) of service, and the Contracted  
2 Provider's position on the issue(s).  
3

- 4 2. A Contracted Provider may submit an amended Complaint within thirty (30) business days after  
5 the date of receipt of a returned Complaint that is missing required information.  
6
- 7 3. A Contracted Provider that (i) has furnished Covered Services to a Member for which a Health  
8 Network is financially responsible, or (ii) is dissatisfied with any aspect of CalOptima Health's  
9 program shall file a Complaint with that Health Network prior to filing a Complaint with  
10 CalOptima Health within three hundred sixty-five (365) calendar days after the Health  
11 Network's action, or in the case of inaction, within three hundred sixty-five (365) calendar days  
12 after the time for contesting or denying claims has expired.  
13
- 14 4. A Contracted Provider that (i) has furnished Covered Services to a Member or (ii) is dissatisfied  
15 with any aspect of a TPA's program, shall file a Complaint with that TPA prior to filing a  
16 Complaint with CalOptima Health within three hundred sixty-five (365) calendar days after the  
17 TPA's action, or in the case of inaction, three hundred sixty-five (365) calendar days after the  
18 time for contesting, or denying, claims has expired.  
19
- 20 5. A Contracted Provider may file a Complaint with CalOptima Health as follows:  
21
- 22 a. The Contracted Provider has provided Covered Services to a Member for which CalOptima  
23 Health is financially responsible, or is dissatisfied with any aspect of CalOptima Health;  
24
- 25 b. The Contracted Provider has provided Covered Services to a Member for which a Health  
26 Network, or TPA, is financially responsible, is dissatisfied with a Complaint Resolution  
27 Letter received from the Health Network, or TPA, as set forth in this policy, and files within  
28 the following timeframes:  
29
- 30 i. Sixty (60) calendar days after the date of the Health Network's, or TPA's, Complaint  
31 Resolution Letter for Complaints related to Medical Necessity; or  
32
- 33 ii. One hundred eighty (180) calendar days after the date of the Health Network's, or  
34 TPA's, Complaint Resolution Letter for all other types of Complaints.  
35

36 B. CalOptima Health, Health Network, or TPA Complaint Receipt and Resolution  
37

38 1. Record of Complaint  
39

- 40 a. CalOptima Health, or a Health Network, shall enter into its complaint tracking system each  
41 Complaint (whether or not complete) received and create an electronic, or hard copy,  
42 Grievance file.  
43
- 44 i. The Complaint tracking system shall include the original claim number assigned to each  
45 claim being disputed.  
46
- 47 b. A TPA will track and maintain records of each Complaint (whether or not complete) it  
48 receives.  
49

50 2. Acknowledgement of a Complaint  
51

a. CalOptima Health, a Health Network, or TPA shall acknowledge the receipt of a Complaint in paper form (whether or not complete) within fifteen (15) business days after the date of receipt by the office, or department, designated to receive Complaints.

b. CalOptima Health, a Health Network, or TPA shall acknowledge the receipt of a Complaint in electronic form (whether or not complete) within two (2) business days after the date of receipt by the office or department designated to receive Complaints.

### 3. Incomplete Complaints

a. CalOptima Health, a Health Network, or TPA may return to a Contracted Provider any Complaint lacking reasonably relevant information, or information necessary to determine payer liability, that is in the possession of the Contracted Provider and not readily accessible to CalOptima Health, Health Network, or TPA.

b. The returned Complaint shall clearly identify, in writing, the missing reasonably relevant information, or information necessary to determine payer liability. In no event shall CalOptima Health, Health Network, or TPA request the Contracted Provider to resubmit claim information that the Contracted Provider previously and appropriately submitted to CalOptima Health, Health Network, or TPA as part of the claims adjudication process, except in those cases in which the claim documentation was returned to the Contracted Provider.

### 4. Investigation and Resolution of Complaints

#### a. Investigation

i. CalOptima Health, Health Network, or TPA shall promptly investigate a Complaint by consulting, as appropriate, with the appropriate department(s) at CalOptima Health, Health Network, or TPA responsible for the services, or operations that are the subject of the Complaint (e.g., Utilization Management, Claims).

ii. The applicable CalOptima Health, Health Network, or TPA department(s) shall investigate the factual matters that are the subject of the Complaint and shall report factual findings and a proposed resolution to the CalOptima Health, or Health Network, Grievance staff within ten (10) business days after the date of the initial receipt of the Complaint.

iii. The applicable CalOptima Health, Health Network, or TPA department shall use the Complaint Referral and Investigation Request form, or a similar form, to report findings and proposed resolutions to the CalOptima Health, or Health Network, Grievance staff as set forth in this Policy.

iv. CalOptima Health may request that the Contracted Provider submit any written materials relevant to the Contracted Provider's Complaint.

v. If the Contracted Provider is appealing a Health Network, or TPA, Complaint Resolution Letter, CalOptima Health shall review the Health Network's, or TPA's, Complaint file.

#### b. Resolution

- 1 i. CalOptima Health, the Health Network, or TPA shall resolve and issue a Complaint  
2 Resolution Letter for each Complaint it receives within forty-five (45) business days  
3 after the date of receipt of the Complaint or amended Complaint, in accordance with  
4 applicable laws, including those regulatory provisions identified in Title 28, California  
5 Code of Regulations, Section 1300.71.38(f).  
6  
7 ii. The Complaint Resolution Letter shall describe the pertinent facts of the Complaint, the  
8 reasons for the Health Networks' determination, and applicable Contracted Provider  
9 Appeal rights including the following:  
10  
11 a) For claims Complaints related to Medical Necessity, the right to Appeal the  
12 determination to CalOptima Health Grievance and Appeals Resolution Services  
13 (GARS) staff within sixty (60) calendar days after the date of the Health Network's,  
14 or TPA's, Complaint Resolution Letter; or  
15  
16 b) For other Complaints, the right to Appeal the determination to CalOptima Health  
17 GARS staff within one hundred eighty (180) calendar days after the date of the  
18 Health Network, or TPA's, Complaint Resolution Letter.  
19  
20 c. Implementation of Complaint Resolution  
21  
22 i. CalOptima Health and its Health Networks, or TPA, shall take immediate action to  
23 implement the determinations set forth in a Complaint Resolution Letter.  
24  
25 ii. If the Complaint, or amended Complaint, is determined in whole, or in part, in favor of  
26 the Contracted Provider, the Health Network shall pay:  
27  
28 a) Any outstanding monies that it determines to be due; and  
29  
30 b) All interest and penalties required within five (5) business days after the date of the  
31 Complaint Resolution Letter.  
32  
33 iii. Accrual of interest and penalties for the payment of any resolved Complaints shall  
34 commence on the day following the expiration of the time for reimbursement.  
35  
36 d. Resolution of complaints submitted by Contracted Provider to CalOptima Health in  
37 accordance with this policy.  
38  
39 i. CalOptima Health GARS staff shall review the factual findings, proposed resolution,  
40 and any other relevant information and shall issue a decision with respect to the  
41 Complaint, or amended Complaint.  
42  
43 ii. Within forty-five (45) business days after receipt of the Complaint, or amended  
44 Complaint, CalOptima Health GARS staff shall send a Complaint Resolution Letter to  
45 the Contracted Provider and copy the Health Network, or TPA, as appropriate.  
46  
47 e. Implementation of Resolution by CalOptima Health  
48  
49 i. CalOptima Health may take immediate action or, as appropriate, require that a Health  
50 Network, or TPA, take immediate action to implement the decision set forth in  
51 CalOptima Health's Complaint Resolution Letter.  
52

- 1                   ii. If the Complaint is a payment related issue and CalOptima Health determines that a  
2                   Health Network is financially responsible, the Health Network shall make payment in  
3                   the amount specified by CalOptima Health to the Contracted Provider within five (5)  
4                   business days after the date of CalOptima Health' Complaint Resolution Letter. The  
5                   Health Network shall send proof of payment by facsimile, or email, to the CalOptima  
6                   Health GARS Manager, or his or her designee.  
7  
8                   iii. If the Health Network does not pay the claim as required by this policy, CalOptima  
9                   Health shall pay the claim on behalf of the Health Network and shall deduct from the  
10                  Health Network's capitation payment the amount paid on behalf of the Health Network  
11                  plus the greater of a two hundred fifty dollars (\$250.00) administrative fee, or ten  
12                  percent (10%) of the amount paid.  
13  
14                  iv. If the Complaint is a payment-related issue and CalOptima Health determines that a  
15                  TPA is financially responsible, the TPA shall make payment in the amount specified by  
16                  CalOptima Health to the Contracted Provider within five (5) business days after the  
17                  date of CalOptima Health's Complaint Resolution Letter. The TPA shall send proof of  
18                  payment by facsimile, or email, to the CalOptima Health GARS Manager, or his or her  
19                  designee.

20  
21 C. CalOptima Health Responsible Staff  
22

- 23           1. CalOptima Health GARS Director shall have primary responsibility for the maintenance of the  
24           Provider Complaint process.  
25  
26           2. A CalOptima Health Executive Officer shall have primary responsibility for the oversight and  
27           review of operations and for identifying any emergent patterns of Complaints to improve  
28           administrative capacity, Provider relations, claims payment procedures, and Member care.  
29

30 D. CalOptima Health Monitoring  
31

- 32           1. CalOptima Health shall assess on no less than an annual basis the Contracted Providers,  
33           subcontractors, and downstream subcontractors that regularly utilize the Provider Complaint  
34           process to identify trends and systemic issues.  
35  
36           2. If CalOptima Health determines that a Contracted Provider or Health Network has failed to  
37           comply with any requirements of this policy, CalOptima Health may take appropriate action,  
38           including, but not limited to, imposing corrective action plans, or sanctions, against the Health  
39           Network under CalOptima Health Policies HH.2005: Corrective Action Plan and HH.2002:  
40           Sanctions.  
41  
42           3. CalOptima Health shall monitor a TPA.  
43

44 E. Notices, Records, and Reports  
45

- 46           1. Notice to Contracted Providers of the Complaint Process  
47  
48           a. A Health Network shall include a reference to this policy in each Contracted Provider  
49           contract.  
50  
51           2. Records  
52

- a. CalOptima Health, Health Networks, and TPAs shall maintain written records of each Complaint including at least the following information:
    - i. Date of receipt;
    - ii. Names of staff who is designated as the contact person;
    - iii. Description of the Complaint; and
    - iv. Disposition.
  - b. A Health Network and TPA shall retain written records of each Complaint, including copies of all Complaints and responses thereto, including all notes, documents, and other information upon which CalOptima Health, the Health Network, or TPA relied upon to reach its decision for a period of five (5) years following the termination of their contracts with CalOptima Health. A Health Network and TPA shall make records for the last two (2) years available on-site.
  - c. A Health Network and TPA shall make available warehoused, or stored, records within five (5) business days after a request for such records by CalOptima Health, or the department.
3. Reporting Contracted Provider Complaint Activity
- a. A Health Network shall submit to CalOptima Health on a quarterly basis, within thirty (30) calendar days after the end of each quarter, aggregate Complaint data in the format required by CalOptima Health.
  - b. Each claim within a Complaint that has bundled substantially similar claims disputes must be listed separately as individual Complaints (including original claim numbers) on the report.
  - c. A Principal Officer shall sign the report certifying that the report is true and correct to the best of his or her knowledge and belief.

F. Other Contracted Provider Rights

1. In addition to any rights set forth in this policy and allowed by law, a Contracted Provider also has the following rights:
  2. Claim Resubmission.
    - a. Prior to filing a Complaint related to payment of a claim, a Contracted Provider may resubmit the claim to the Health Network, or TPA, as appropriate, in accordance with the applicable Health Network, or TPA, claim resubmission policy.
  3. Contracted Provider's Right to Hearing
    - a. Request for Hearing
      - i. A Contracted Provider that disputes recoupment of funds based upon audit findings of overpayments; the imposition of sanctions or penalties; or suspension or termination of

the Contracted Provider's participation in CalOptima Health, or a Health Network, may request a hearing before the Provider Grievance Review Panel if:

- a) The Contracted Provider has received a Complaint Resolution Letter from CalOptima Health; or
- b) The Contracted Provider has received a Complaint Resolution Letter from a Health Network, or TPA, and pursues a hearing in lieu of filing a written Complaint to CalOptima Health under Section III.A. of this policy.

ii. No other hearings are provided under this policy.

iii. A Contracted Provider may submit to CalOptima Health GARS staff a written request for hearing within fifteen (15) calendar days after CalOptima Health, a Health Network's, or TPA's issuance of a Complaint Resolution Letter. The written request shall set forth with specificity the reasons for the hearing, including if the Contracted Provider challenges:

- a) The factual basis of the decision, and if so, which facts in particular;
- b) The legal basis for the decision; or
- c) The rationale for the decision, sanctions, or penalties imposed.

b. Acknowledgment of Request for Hearing

- i. Upon receipt of a request for hearing, CalOptima Health shall set a hearing date to be held within thirty (30) calendar days after receipt of the request.
- ii. CalOptima Health shall send to the Contracted Provider a Hearing Acknowledgment Letter within five (5) calendar days after the Contracted Provider's request for a hearing, setting forth the date, time, and location of the hearing.

c. Hearing

- i. The purpose of the hearing is to afford the Contracted Provider an opportunity to contest the factual, or legal, basis of the decision, or the rationale for the decision.
- ii. The hearing is intended to be informal in nature. Formal rules of evidence and discovery do not apply. There shall be no cross-examination of witnesses. The Contracted Provider, CalOptima Health, Health Network, and TPA, as appropriate, shall have the opportunity to present oral testimony and documentary evidence.
- iii. The Provider Grievance Review Panel shall select a hearing officer to preside at the hearing. The hearing officer may, from time to time, establish hearing guidelines governing the hearing procedure. The hearing officer may ask questions to any party at the hearing, and shall ensure proper decorum at the hearing.
- iv. The hearing officer may cause a recording of the hearing to be made either by tape recording, or providing a court reporter service.

- v. After the conclusion of the hearing, the Provider Grievance Review Panel may adopt, reject, or modify, in whole or in part, the actions addressed at the hearing. The hearing officer shall send the Provider Grievance Review Panel's written decision to the Contracted Provider, Health Network, and TPA, as appropriate, within forty-five (45) calendar days after the close of the hearing. The decision shall be effective on the date issued by the hearing officer.

#### IV. ATTACHMENTS

Not Applicable

#### V. REFERENCES

- A. California Health and Safety Code, §1367(h)
- B. CalOptima Health Contract with the Centers for Medicare & Medicaid Services (CMS) for Medicare Advantage
- C. CalOptima Health Policy AA.1217: Legal Claims and Judicial Review
- D. CalOptima Health Policy HH.2002: Sanctions
- E. CalOptima Health Policy HH.2005: Corrective Action Plan
- F. CalOptima Health Policy MA.9009: Non-Contracted Provider Complaint Process
- G. Title 28, California Code of Regulations (C.C.R.), §§1300.71.38 and 1300.85.1.
- H. CalOptima Health Three-Way Contract with the Centers for Medicare & Medicaid Services (CMS) and the Department of Health Care Services (DHCS) for Cal MediConnect

#### VI. REGULATORY AGENCY APPROVALS

None to Date

#### VII. BOARD ACTIONS

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

#### VIII. REVIEW/REVISION HISTORY

| Version   | Date       | Policy Number | Policy Title               | Line(s) of Business                |
|-----------|------------|---------------|----------------------------|------------------------------------|
| Effective | 08/01/2005 | MA.9006       | Provider Complaint Process | OneCare                            |
| Revised   | 05/01/2010 | MA.9006       | Provider Complaint Process | OneCare                            |
| Revised   | 10/01/2012 | MA.9006       | Provider Complaint Process | OneCare                            |
| Revised   | 02/01/2015 | MA.9006       | Provider Complaint Process | OneCare<br>OneCare Connect<br>PACE |
| Revised   | 12/01/2016 | MA.9006       | Provider Complaint Process | OneCare<br>OneCare Connect<br>PACE |
| Revised   | 12/01/2022 | MA.9006       | Provider Complaint Process | OneCare<br>OneCare Connect         |
| Revised   | TBD        | MA.9006       | Provider Complaint Process | OneCare<br>OneCare Connect         |

1 IX. GLOSSARY  
2

| Term                | Definition  |
|---------------------|---|
| Appeal              | <p><b>OneCare:</b> Any of the procedures that deal with the review of an adverse initial determination made by CalOptima Health on health care services or benefits under Part C or D the Member believes he or she is entitled to receive, including a delay in providing, arranging for, or approving the health care services or drug coverage (when a delay would adversely affect the health of the Member), or on any amounts the Member must pay for a service or drug as defined in 42 CFR §422.566(b) and §423.566(b). These procedures include reconsideration or redetermination, a reconsideration by an independent review entity (IRE), adjudication by an Administrative Law Judge (ALJ) or attorney adjudicator, review by the Medicare Appeals Council (MAC), and judicial review.</p> <p><b>OneCare Connect:</b> In general, a Member's actions, both internal and external to CalOptima Health requesting review of CalOptima Health's denial, reduction or termination of benefits or services, from CalOptima Health. Appeals relating to Medi-Cal covered benefits and services shall proceed pursuant to the laws and regulations governing Medi-Cal Appeals and 42 CFR sections 422.629 through 422.634, 438.210, 438.400, and 438.402. Appeals relating to Medicare covered benefits and services shall proceed pursuant to the laws and regulations governing Medicare Appeals. A Medi-Cal based Appeal is defined as review by CalOptima Health of an Adverse Benefit Determination.</p> |
| Complaint           | The general term used to identify all provider-filed requests for review and expressions of dissatisfaction with any aspect of CalOptima Health or its Health Networks. This includes Appeals, disputes and Grievances.   |
| Contracted Provider | A Provider who is obligated by a written contract to provide Covered Services to Members on behalf of CalOptima Health, or its contracted Health Networks.  |
| Covered Services    | Those medical services, equipment, or supplies that CalOptima Health is obligated to provide to Members under CalOptima Health's contract with the Centers of Medicare & Medicaid Services (CMS).   |
| Dispute             | A dispute of payment regarding an amount that is less than the expected contracted amount or the amount that would be paid by Medicare.   |
| Executive Officer   | For the purposes of this policy, refers to the Chief Operating Officer or their designee.   |
| Grievance           | Any complaint or dispute, other than one that constitutes an organization determination under 42 C.F.R. § 422.566 or other than an Adverse Benefit Determination under 42 C.F.R. § 438.400, expressing dissatisfaction with any aspect of the CalOptima Health's or Provider's operations, activities, or behavior, regardless of whether remedial action is requested pursuant to 42 C.F.R. § 422.561. (Possible subjects for Grievances include, but are not limited to, the quality of care or services provided and aspects of interpersonal relationships such as rudeness of a Provider or employee, or failure to respect the Member's rights). Also called a "Complaint."   |
| Health Network      | A Physician Hospital Consortium (PHC), Physician Medical Group (PMG) under a shared risk contract, or health care service plan, such as a Health Maintenance Organization (HMO) that contracts with   |

|                                       |   |
|---------------------------------------|---|
|                                       | CalOptima Health to provide Covered Services to Members assigned to that Health Network.  |
| Medically Necessary/Medical Necessity | <p><u>OneCare</u>: The services, supplies, or drugs that are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.</p> <p><u>OneCare Connect</u>: Services must be provided in a way that provides all protections to the Member provided by Medicare and Medi-Cal. Per Medicare, services must be reasonable and necessary Covered Services for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member, or otherwise medically necessary under 42 U.S.C. § 1395y. In accordance with Title XIX law and related regulations, and per Medi-Cal, medical necessity means reasonable and necessary services to protect life, to prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness, or injury under WIC Section 14059.5.</p>  |
| Non-Contracted Provider (NCP)         | A Provider that is not obligated by written contract to provide Covered Services to a Member on behalf of CalOptima Health or a Health Network.   |
| Organization Determination            | <p>Any determination made by CalOptima Health with respect to any of the following:</p> <ol style="list-style-type: none"> <li>1. Payment for temporarily Out-of-Area renal dialysis services, Emergency Services, post-stabilization care, or urgently needed services;</li> <li>2. Payment for any other health services furnished by a Provider that the Member believes: <ol style="list-style-type: none"> <li>a. Are covered under Medicare; or</li> <li>b. If not covered under Medicare, should have been furnished, arranged for, or reimbursed by CalOptima Health.</li> </ol> </li> <li>3. Refusal to authorize, provide or pay for services, in whole or in part, including the type or level of services, that the Member believes should be furnished or arranged for by CalOptima Health;</li> <li>4. Reduction or premature discontinuation, of a previously authorized ongoing course of treatment; or</li> </ol> <p>Failure to approve, furnish, arrange for, or provide payment for health care services in a timely manner, or to provide the Member with timely notice of an adverse determination, such that a delay would adversely affect the health of the Member.</p> |
| Resolution Letter                     | Written notification of the CalOptima Health's resolution of the complaint.   |
| Third Party Administrator (TPA)       | An individual or entity that has a written agreement with CalOptima Health to perform certain functions and tasks relating to, and necessary for, the delivery of Covered Services.   |



Policy: MA.9009  
Title: **Non-Contracted Provider  
Payment Appeals Complaint  
Process**  
Department: Grievance and Appeals Resolution  
Services  
Section: Not Applicable  
CEO Approval: /s/  
Effective Date: 01/01/2010  
Revised Date: **TBD**  
Applicable to: ☐ Medi-Cal  
☒ OneCare  
☒ OneCare Connect  
☐ PACE  
☐ Administrative

## I. PURPOSE

This policy defines the process by which CalOptima Health ensures that Non-Contracted Providers (~~NCP~~NCPs) have a clear and reliable access to an Appeal Complaint process that meets the requirement~~requirements~~ of the Centers for Medicare & Medicaid Services (CMS).

## II. POLICY

- A. CalOptima Health and Health Networks shall establish and maintain a process that addresses the receipt, handling, and disposition of an Appeal Complaints for NCPs in accordance with applicable statutes, regulations, and contractual requirements, ~~and the terms and conditions of this policy.~~
- B. CalOptima ~~and Health Networks~~ shall provide all parties to an Appeals Complaint with a reasonable opportunity to present evidence, ~~or allegations, of fact, or law,~~ related to the issue in dispute in writing. CalOptima Health shall take all relevant evidence into account when making its decision.
- C. The CalOptima ~~Claims Administration~~Health Grievance and Appeal Resolution Services (GARS) Department and Health Networks shall process Provider ~~Payment~~ Dispute Resolutions (~~PDRs~~PDRs) involving ~~payment~~ Disputes regarding payment being less than ~~that what is~~ paid by Medicare fee-for-service, within forty-five (45) business days after receipt ~~of such PDR.~~
- ~~A. In the case of a PDR, CalOptima's Claims Administration Department and Health Networks shall inform the NCP in the notice of PDR decision of his or her right to file a complaint with CalOptima, in accordance with CalOptima Policy MA.9006: Provider Complaint Process.~~
- D. ~~CalOptima and the Health Networks~~ shall process all NCP claims payment ~~disputes as~~ Appeals, within ~~sixty (60)~~thirty (30) calendar days of receipt of the Waiver of Liability

(WOL) form; for all dates of service after January 1, 2023 (sixty (60) calendar days for dates of service prior to January 1, 2023). NCP claims payment ~~disputes~~ Appeals can constitute any ~~organization determination that leads to a fully or partially adverse determination.~~ Organization determinations include, Determination. An adverse Organization Determination includes but ~~are~~ is not limited to the following situations:

1. ~~A Reopening: when~~ reopening, ~~which~~ leads to ~~a fully or partially an~~ adverse ~~determination~~ Organization Determination;
  2. Diagnosis code/DRG payment denials: An NCP submits a claim to CalOptima Health. CalOptima Health initially approves the claim, which is considered a favorable ~~organization determination~~ Organization Determination (pursuant to Title 42 Code of Federal Regulations (CFR), section 422.566(b)). CalOptima Health later reopens and revises the favorable ~~organization determination~~ Organization Determination and denies the DRG code on the basis that a different DRG code should have been submitted and recoups funds;
  3. Downcoding: CalOptima Health approves coverage for inpatient services from a NCP, which is considered a favorable ~~organization determination~~ Organization Determination (pursuant to Title 42, CFR section 422.566(b)). CalOptima Health later reopens and revises the favorable ~~organization determination~~ Organization Determination (e.g., retrospective review) and determines the Member should have received outpatient services; ~~and~~
  4. Bundling issues and disputed rate of payment: Pre- and post-pay bundling and global payment determinations. For example, denial of procedure codes – as mutually exclusive to another, or due to inclusion in a previously paid global surgical package; ~~and~~
  5. Level of care or rate of payment denials: Payment of a reduced fee schedule amount for a course treatment. For example, ~~a provider an NCP~~ bills a procedure code for a visit, but CalOptima Health reimburses based on a lower level of care.
- E. NCPs may file an Appeal with ~~the CalOptima Grievance and Appeal Resolution Services (Health's GARS) Department or the Health Network,~~ within sixty (60) calendar days from the receipt of the Remittance Advice (RA) ~~for all payment disputes,~~, notwithstanding ~~PDRs~~ the PDR process as described in Section II.~~DC~~. of this Policy.
- F. NCP's may file a payment dispute with CalOptima and the Health Networks Health's GARS Department within one hundred twenty (120) calendar days from the receipt of the RA for any payment dispute as referenced in Section II.C. of this Policy.
- ~~F.G.~~ CalOptima Health shall notify an NCP of the Appeal process:

1. In all RAs;
2. On the CalOptima Health Website at ~~www.caloptima.org~~ www.caloptima.org; and
3. Upon request by the NCP.

### III. PROCEDURE

A. Submission of ~~an Appeal request involving Claims payment dispute~~ Complaint:

1. An NCP shall submit the initial ~~payment dispute~~ Complaint, in writing, within the required timeframe using the Provider Complaint Resolution Request form located on the CalOptima Health website, or a letter and shall include, at a minimum:
  - a. The Member's name;
  - b. Medicare Beneficiary Identifier (MBI) (formally known as Medicare Health Insurance Claim (HIC) number) or Client Index Number (CIN);
  - c. The specific service(s) and/or items(s) for which the ~~Appeal~~ Complaint is being ~~requested~~ filed;
  - d. The specific date(s) of the service;
  - e. Copy of the original claim or remittance notification showing the denial;
  - f. The name and signature of the party or the representative of the party filing the request;
  - g. A Waiver of Liability Form; and
  - h. Any additional information that supports the request, including, but not limited to, Medical Records.
2. CalOptima ~~or a Health Network~~ shall notify the ~~Provider~~ NCP if any required information, as stated in Section III.A.1, of this Policy, is missing. ~~If the information is not submitted within the required timeframe, CalOptima Health shall process the Appeal in accordance with the NCP thirty (30) days to resubmit the request with Sections III.B., and III.C. of this Policy.~~ If the information is not received, the request is invalidated.

B. For a PDR handled by a Health Network or CalOptima ~~Claims Administration~~ Health GARS Department:

1. For disputes for a payment less than that paid by Medicare fee-for-service, the NCP shall file the dispute with the payer as identified on the RA, either the Health Network or CalOptima ~~Claims Administration~~ Health's GARS Department.
  - a. Contact information for Health Networks is available on the CalOptima Health website at ~~www.caloptima.org~~ www.caloptima.org, or by contacting ~~CalOptima's~~ CalOptima Health's Health Network Relations Department at 714-246-8600.
  - b. Claims processed by the CalOptima Health Claims Administration Department, mail to:  
  
CalOptima ~~Claims~~ Health Grievance and Appeal Resolution Services (GARS) Department — ~~Provider Dispute Unit~~

P.O. Box 57015  
Irvine 505 City Parkway West  
Orange CA 92619-2868

- C. ~~CalOptima's Claims Administration~~ CalOptima Health's GARS Department and the Health Network shall issue a ~~PDR notice~~ Resolution Letter to the NCP within ~~thirty (30) calendar days of the timeframe shown below, following~~ the receipt of the request.

~~1. An NCP may file a complaint with CalOptima, in accordance with CalOptima Policy MA.9006: Provider Complaint Process:~~

~~a. If the NCP is not satisfied with the decision issued by the Health Network or CalOptima Claims Administration Department; or~~

~~b. A decision is not issued by the Health Network or CalOptima Claims Administration Department within the one hundred and eighty (180) calendar day time limit.~~

~~1. Thirty (30) calendar days for services rendered on or after January 1, 2023.~~

~~2. Sixty (60) calendar days for services rendered on or before December 31, 2022.~~

- D. For an Appeal handled by CalOptima ~~GARS or a Health Network~~, such Appeals are ~~payment disputes from NCP Medicare providers, that are not PDRs~~ Health

1. File the request, in writing, within sixty (60) calendar days from the notice of denial with CalOptima ~~GARS or the Health Network~~ GARS, based on the payer on the RA.

2. The NCP may request an extension to this timeframe for good cause by submitting a written request for such an extension that includes the reason the NCP cannot meet the timeframe, in accordance with Title 20 CFR, ~~section~~ Section 404.911.

3. Upon verification that the request meets criteria for processing as an NCP Appeal, CalOptima ~~GARS or the Health's Network~~ GARS Department shall send ~~the an~~ NCP an acknowledgement letter and a WOL form, if not already included with the NCP Appeal request, after receipt of the NCP Appeal request.

4. If the NCP fails to submit a signed WOL form after three (3) attempts (written and verbal requests) by CalOptima ~~GARS or the Health Network~~ GARS, the GARS Department ~~or the Health Network~~ shall notify the NCP that the request shall be dismissed due to lack of the WOL, no sooner than sixty (60) calendar days from the receipt of the request. The Notice of Dismissal of Appeal Request shall inform the NCP of the process and the right to request a review of the dismissal by the Independent Review Entity (IRE).

5. CalOptima ~~GARS or the Health Network~~ GARS Department shall commence review of the NCP Appeal upon receipt of the signed WOL form or letter of good cause, as applicable, and the review shall be completed within sixty (60) calendar days of that the receipt date.

6. Upon completion of review of the NCP Appeal, GARS ~~or the Health Network~~ shall send

1 a ~~resolution letter~~ Resolution Letter to the NCP informing the NCP of the review  
2 decision within sixty (60) calendar days of receipt of the signed WOL form.

- 3
- 4 7. Failure of ~~the~~ CalOptima ~~GARS or the Health Network~~ GARS Department to provide  
5 the NCP with a decision within the sixty (60) calendar day period constitutes an  
6 adverse decision and ~~GARS or the CalOptima~~ Health ~~Network~~ GARS shall forward the  
7 NCP Appeal to the IRE for review.
- 8
- 9 8. An Appeal decision which upholds in whole, or in part, the initial denial shall be  
10 forwarded to the IRE for review.

11

12 E. Appeal Complaint Review

- 13
- 14 1. CalOptima ~~or the Health Network~~ shall designate an individual other than the person  
15 involved in making the initial adverse Organization Determination to review a request for  
16 Appeal NCP Complaint.
- 17
- 18 a. If the original denial is based on a lack of Medical Necessity, a physician with  
19 expertise in the field of medicine that is appropriate for the requested service shall  
20 review the request for Appeal NCP Complaint. The reviewing physician shall  
21 possess the appropriate level of training and expertise to evaluate the necessity of the  
22 service, but need not have the same specialty, or subspecialty, as the treating  
23 physician.
- 24
- 25 b. If the request for Appeal NCP Complaint involves Emergency Services, CalOptima  
26 Health shall apply the Prudent Layperson Standard when reviewing the Appeal.
- 27
- 28 2. GARS staff ~~or the Health Network~~ shall present the Appeal NCP Complaint request to  
29 the appropriate reviewer for a decision.
- 30
- 31 3. CalOptima ~~GARS or the Health Network~~ GARS shall document the decision made by the  
32 reviewer, the rationale for the decision, and include the name of the staff member who  
33 reviewed the case in a ~~Provider resolution letter~~ Resolution Letter.
- 34
- 35 4. If, upon the Appeal NCP Complaint review, CalOptima ~~or the Health Network~~  
36 completely reverses its adverse Organization Determination, GARS staff ~~or the Health~~  
37 ~~Network~~ shall:
- 38
- 39 a. Notify the ~~Provider~~ NCP of the decision, in writing;
- 40
- 41 b. Notify and request claim payment from CalOptima Health or the Health  
42 Network Claims Department;
- 43
- 44 c. Verify that CalOptima Health or the Health Network made payment through the  
45 claims system and/or that a retro-authorization was issued;
- 46
- 47 d. Ensure that CalOptima Health or the Health Network adjusts claims for payment  
48 within sixty (60) calendar days after the date of receipt of the request for  
49 Appeal NCP Complaint;
- 50
- 51 e. Ensure that the NCP's case file includes documentation of payment and retro-

authorization, if required; and

f. Note the AppealNCP Complaint as “closed” in the AppealsComplaint database.

5. If, upon NCP Appeal review, CalOptima ~~or the Health Network~~ affirms, in whole, or in part, the adverse Organization Determination, CalOptima ~~or the Health Network~~ shall take the following actions:

a. Notify the NCP who requested the AppealNCP Complaint no later than sixty (60) calendar days after receipt of the signed WOL, including notice that CalOptima ~~or the Health Network~~ forwarded the Appeal to the IRE.

b. Forward a copy of the case file, and the Reconsideration Background Data Form and Case Narrative Form to the IRE, no later than sixty (60) calendar days of receipt of the signed WOL. ~~The Health Network should notify CalOptima of submission to the IRE simultaneously with submission.~~

#### F. IRE Determination

1. The IRE shall ~~make a decision~~decide on an Appeal in accordance with its CMS contracted timeframe.

2. The IRE may request additional information from CalOptima ~~or the Health Network~~ within a specified timeframe using the IRE Request for Additional Information Form. Upon receipt of such request, CalOptima Health GARS staff ~~or the Health Network~~ shall make every effort to provide the requested information within the specified timeframe using the Request for Information Response Letter to IRE. ~~The Health Network should notify CalOptima of any additional submissions to the IRE at the time of submission to the IRE.~~

3. If the IRE upholds ~~CalOptima's or the Health Network's~~CalOptima Health's adverse Organization Determination, it shall notify CalOptima ~~or the Health Network~~ and the NCP of such decision, in writing. Upon receipt of such notice, GARS staff ~~or the Health Network~~ shall place the notice in the NCP's Appeal file. ~~The Health Network should notify CalOptima of the final decision by the IRE within five (5) calendar days of notification.~~

4. If the IRE reverses or partially reverses ~~CalOptima's or the Health Network's~~CalOptima Health's adverse Organization Determination, CalOptima Health GARS ~~or the Health Network~~ shall:

a. Coordinate with the CalOptima Health Claims Administration Department to arrange for the payment or adjustment of the Appealed claim no later than thirty (30) calendar days after notice from the IRE;

b. Coordinate with the Health Network's Claims Administration Department to arrange for the payment or adjustment of the Appealed claim no later than twenty (20) calendar days after notice from the IRE;

c. Notify the NCP of the IRE's decision and compliance with IRE decision;

- d. Send a notification of compliance letter to the IRE; and
  - e. Document all activities in the Appeal tracking system.
5. The Health Network shall notify CalOptima Health of the final decision by the IRE, with proof of effectuation within twenty (20) calendar days of notification.

#### G. Administrative Law Judge (ALJ) Hearing

1. An NCP that provided Covered Services to a Member has the right to a hearing before an ALJ if the projected value of the disputed service meets the threshold amount specified in the Medicare Managed Care Manual, as determined by Medicare regulations and the ALJ.
2. An NCP shall request an ALJ hearing by submitting such request:
  - a. In writing to CalOptima Health, or the IRE; and
  - b. Within sixty (60) calendar days after the notice from the IRE of its Appeal decision. The NCP may request an extension to this timeframe for good cause by submitting a written request for such extension that includes the reason the NCP cannot meet the timeframe in accordance with Title 20 CFR, section 40 4.911.
3. If CalOptima Health receives a request for an ALJ hearing from an NCP, CalOptima Health GARS staff shall forward the ~~Provider-NCP~~ request for ALJ hearing to the IRE. The IRE shall compile and forward the NCP's file to the ALJ.
4. If the Health Network receives a request for an ALJ hearing from an NCP, the Health Network shall forward the ~~Provider-NCP~~ request for ALJ hearing to the IRE with a Carbon Copy to CalOptima-Health. The IRE shall compile and forward the NCP's file to the ALJ.
5. CalOptima Health or the Health Network shall not have the right to request an ALJ hearing but may remain a party to the hearing.
6. If the ALJ reverses ~~CalOptima's~~ CalOptima Health's or the Health Network's initial adverse Organization Determination in whole, or in part, CalOptima Health shall:
  - a. Pay the disputed claim within sixty (60) calendar days after the date it receives notice from the ALJ reversing the adverse Organization Determination unless it requests Medicare Appeals Council (MAC) review of the ALJ decision in accordance with Section III.H. of this Policy-; or
  - b. Request a MAC Hearing of the ALJ decision; and
  - c. Wait for the MAC's decision before it authorizes, or provides, the disputed service; and
  - d. Inform the IRE when it effectuates the decision.

#### H. Medicare Appeals Council (MAC) Review

1. Any party that is dissatisfied with the ALJ hearing decision, including CalOptima Health, may request a MAC Hearing of the ALJ decision, or dismissal.

2. A party requesting a MAC Hearing shall submit such request:

a. In writing, directly to the MAC; and

b. Within sixty (60) calendar days after the date of receipt of the ALJ hearing decision, or dismissal. The MAC may grant an extension if the requesting party demonstrates good cause.

3. If CalOptima Health receives an NCP's request for a MAC Hearing, it shall forward a copy of the NCP request for MAC Hearing, the NCP's complete case file, and a cover letter to the MAC.

4. If the Health Network receives an NCP's request for a MAC Hearing, ~~it the Health Network~~ shall forward a copy of the NCP request for MAC Hearing, the NCP's complete case file, and a cover letter to CalOptima Health within five (5) days of receipt.

5. If CalOptima Health requests a MAC Hearing, it shall:

a. Submit a CalOptima Health Request for MAC Hearing and a complete case file to the MAC;

b. Concurrently notify the NCP of ~~CalOptima's~~ CalOptima Health's request by sending the ~~Provider-NCP~~ a copy of the request and all information submitted to the MAC; and

c. Notify the IRE of ~~CalOptima's~~ CalOptima Health's request.

6. The MAC may initiate a review on its motion within sixty (60) calendar days after the date of an ALJ hearing decision, or dismissal. The MAC shall notify all parties, in writing, of its decision to initiate such a review.

7. If the MAC reverses ~~CalOptima's~~ CalOptima Health's or the Health Networks' initial adverse Organization Determination in whole, or in part, CalOptima Health or the Health Network shall:

a. Pay the disputed claim within sixty (60) calendar days after the date it receives notice from the MAC reversing the initial adverse Organization Determination; and

b. Inform the IRE when it effectuates the decision.

#### I. Judicial Review

1. Any party, including CalOptima Health, may request a judicial review of an ALJ decision if:

a. The MAC denied the party's request for review; and

- b. The amount in controversy meets the threshold amount specified in the Medicare Managed Care Manual.
2. Any party, including CalOptima Health, may request a judicial review of a MAC decision if:
  - a. The MAC denied the party's request for review; or
  - b. It is the final decision of CMS; and
  - c. The amount in controversy meets the threshold amount specified in the Medicare Managed Care Manual.
3. A party may not obtain a judicial review unless the MAC has acted on the case.
4. In order to obtain a judicial review, a party shall file a civil action in a district court of the United States in accordance with Section 205(g) of the Social Security Act.
5. CalOptima Health shall notify all other parties to an Appeal prior to requesting a judicial review.
6. If the judicial review reverses ~~CalOptima's~~ CalOptima Health's or the Health Network's initial adverse Organization Determination in whole, or in part, CalOptima Health or a Health Network shall:
  - a. Pay the disputed claim within sixty (60) calendar days after the date it receives notice from the judicial review reversing the adverse Organization Determination; and
  - b. Inform the IRE when it effectuates the decision.

#### J. Documentation of Data

1. ~~CalOptima's~~ CalOptima Health's GARS ~~and Claims Administration Departments and Health Networks Department~~ shall document all actions taken related to ~~ana Non-Contracted Provider NCP~~ Appeal request in its tracking system and/or hard copy including, but not limited to:
  - a. Provider's name;
  - b. Date received;
  - c. Name of staff that received the ~~complaint~~ Complaint at CalOptima Health;
  - d. Designated contact person;
  - e. Description of the ~~complaint~~ Complaint;
  - f. Date; and

g. Disposition.

#### IV. ATTACHMENT(S)

Not Applicable

#### V. REFERENCES

- A. CalOptima Health Contract with the Centers for Medicare & Medicaid Services (CMS) for Medicare Advantage
- B. CalOptima Health Three-Way Contract with the Department of Health Care Services (DHCS) and the Centers for Medicaid and Medicare Services (CMS) for Cal MediConnect
- C. CalOptima Health Policy MA.9006: Contracted Provider Complaint Process
- D. CalOptima Health Policy MA.9015: Standard Integrated Appeals
- D.E. Centers for Medicare & Medicaid Services Letter, Provider Payment Dispute Resolution for Non-Contracted Providers, January 4, 2010
- E.F. "Part C Dismissals Procedure," Health Plan Management System (HPMS) Memorandum, Issued September 10, 2013
- F.G. "Model Dismissal Notice," Health Plan Management System (HPMS) Memorandum, Issued October 30, 2013
- G.H. MA Payment Guide for Out of Network Payments, Revised April 15, 2015
- H.I. MAXIMUS Medicare Health Plan Reconsideration Process Manual, Revised January 2020
- I.J. Parts C & D Enrollee Grievances, Organization/Coverage Determinations, and Appeals Guidance, Revised January 2020
- J.K. "Non-Contract Provider Access to Medicare Administrative Appeals Process," Health Plan Management System (HPMS) Memorandum, Issued September 23, 2020
- K.L. Social Security Act, §§1852(k) and 1894(b)(3)
- L.M. Title 20, Code of Federal Regulations (C.F.R.), § 404.911.
- M.N. Title 20, California Code of Regulations (C.C.R.), §§ 1300.71 and 1300.71.38.
- N.O. Title 42, Code of Federal Regulations (C.F.R.), §§417.588, 422.214, 422.520, 422.560, 422.566(b) et. seq.

#### VI. REGULATORY AGENCY APPROVAL(S)

None to Date

#### VII. BOARD ACTION(S)

| Date       | Meeting   | Action                     |
|------------|---|----------------------------|
| 05/05/2022 | Regular Meeting of the CalOptima Board of Directors | Ratified Post-CEO Approval |

#### VIII. REVISION HISTORY

| Action    | Date       | Policy  | Policy Title                             | Program(s) |
|-----------|------------|---------|--|------------|
| Effective | 01/01/2010 | MA.9009 | Non-Contracted Provider Payment Disputes | OneCare    |
| Revised   | 03/01/2012 | MA.9009 | Non-Contracted Provider Payment Disputes | OneCare    |
| Revised   | 01/01/2014 | MA.9009 | Non-Contracted Provider Payment Disputes | OneCare    |

| Action         | Date       | Policy         | Policy Title                                     | Program(s)                               |
|----------------|------------|----------------|--|--|
| Revised        | 03/01/2014 | MA.9009        | Non-Contracted Provider Payment Disputes         | OneCare                                  |
| Revised        | 01/01/2015 | MA.9009        | Non-Contracted Provider Payment Disputes         | OneCare<br>OneCare Connect               |
| Revised        | 01/01/2017 | MA.9009        | Non-Contracted Provider Payment Disputes         | OneCare<br>OneCare Connect               |
| Revised        | 04/01/2022 | MA.9009        | Non-Contracted Provider Payment Appeals          | OneCare<br>OneCare Connect               |
| <u>Revised</u> | <u>TBD</u> | <u>MA.9009</u> | <u>Non-Contracted Provider Complaint Process</u> | <u>OneCare</u><br><u>OneCare Connect</u> |

For 20231102 BOD Review ONLY

1 IX. GLOSSARY  
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| Term                            | Definition   |
|---------------------------------|--|
| Appeal(s)                       | <p><b>OneCare:</b> Any of the procedures that deal with the review of an adverse <del>initial determination</del> <u>Organization Determination</u> made by CalOptima <u>Health</u> on health care services or benefits under Part C or D the Member believes he or she is entitled to receive, including a delay in providing, arranging for, or approving the health care services or drug coverage (when a delay would adversely affect the health of the Member), or on any amounts the Member must pay for a service or drug as defined in 42 CFR §422.566(b) and §423.566(b). These procedures include reconsideration or redetermination, a reconsideration by an independent review entity (IRE), adjudication by an Administrative Law Judge (ALJ) or attorney adjudicator, review by the Medicare Appeals Council (MAC), and judicial review.</p> <p><b>OneCare Connect:</b> In general, a Member's actions, both internal and external to CalOptima <u>Health</u> requesting review of <del>CalOptima's</del> <u>CalOptima Health's</u> denial, reduction or termination of benefits or services, from CalOptima <u>Health</u>. Appeals relating to Medi-Cal covered benefits and services shall proceed pursuant to the laws and regulations governing Medi-Cal Appeals, <del>and 42 CFR sections 422.629 through 422.634, 438.210, 438.400, and 438.402.</del> Appeals relating to Medicare covered benefits and services shall proceed pursuant to the laws and regulations governing Medicare Appeals. A Medi-Cal based Appeal is defined as review by CalOptima <u>Health</u> of an Adverse Benefit Determination.</p> |
| <u>Complaint</u>                | <u>The general term used to identify all provider-filed requests for review and expressions of dissatisfaction with any aspect of CalOptima Health or its Health Networks. This includes Appeals, disputes and Grievances.</u>   |
| <u>Contracted Provider</u>      | <u>A Provider who is obligated by a written contract to provide Covered Services to Members on behalf of CalOptima Health, or its contracted Health Networks.</u>  |
| Covered Services                | Those medical services, equipment, or supplies that CalOptima <u>Health</u> is obligated to provide to Members under <u>CalOptima's contract with the Centers of Medicare &amp; Medicaid Services (CMS)</u> <del>Contract</del> .  |
| <u>Dispute</u>                  | <u>A dispute of payment regarding an amount that is less than the expected contracted amount or the amount that would be paid by Medicare.</u>   |
| Emergency Services              | Those covered inpatient and outpatient services required that are: <ul style="list-style-type: none"> <li>1. Furnished by a physician qualified to furnish Emergency Services; and</li> <li>2. Needed to evaluate or stabilize an Emergency Medical Condition.</li> </ul>  |
| Health Network                  | A Physician Hospital Consortium (PHC), Physician Medical Group (PMG) under a shared risk contract, or health care service plan, such as a Health Maintenance Organization (HMO) that contracts with CalOptima <u>Health</u> to provide Covered Services to Members assigned to that Health Network.  |
| Independent Review Entity (IRE) | An independent entity contracted by the Centers for Medicare & Medicaid Services (CMS) to review denial of Coverage Determinations.  |

| Term                                  | Definition   |
|---------------------------------------|--|
| Medical Record                        | A medical record, health record, or medical chart in general is a systematic documentation of a single individual's medical history and care over time. The term 'Medical Record' is used both for the physical folder for each individual patient and for the body of information which comprises the total of each patient's health history. Medical records are intensely personal documents and there are many ethical and legal issues surrounding them such as the degree of third-party access and appropriate storage and disposal.  |
| Medically Necessary/Medical Necessity | <p><u>OneCare</u>: The services, supplies, or drugs that are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.</p> <p><u>OneCare Connect</u>: Services must be provided in a way that provides all protections to the Member provided by Medicare and Medi-Cal. Per Medicare, services must be reasonable and necessary Covered Services for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member, or otherwise medically necessary under 42 U.S.C. § 1395y. In accordance with Title XIX law and related regulations, and per Medi-Cal, medical necessity means reasonable and necessary services to protect life, to prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness, or injury under WIC Section 14059.5.</p>   |
| Non-Contracted Provider (NCP)         | A Provider that is not obligated by written contract to provide Covered Services to a Member on behalf of CalOptima <u>Health</u> or a Health Network.   |
| Organization Determination            | <p>Any determination made by <u>CalOptima Health</u> <del>OneCare Connect</del> with respect to any of the following:</p> <ol style="list-style-type: none"> <li>1. Payment for temporarily Out-of-Area renal dialysis services, Emergency Services, post-stabilization care, or urgently needed services;</li> <li>2. Payment for any other health services furnished by a Provider <del>other than OneCare Connect</del> that the Member believes: <ol style="list-style-type: none"> <li>a. Are covered under Medicare; or</li> <li>b. If not covered under Medicare, should have been furnished, arranged for, or reimbursed by <del>OneCare Connect</del> <u>CalOptima Health</u>.</li> </ol> </li> <li>3. <del>OneCare Connect's refusal to</del> <u>Refusal to authorize</u>, provide or pay for services, in whole or in part, including the type or level of services, that the Member believes should be furnished or arranged for by <del>OneCare Connect</del> <u>CalOptima Health</u>;</li> <li>3. <del>Discontinuation of a service if the Member believes that continuation of the service is medically necessary; and</del></li> <li>4. <del>OneCare Connect's failure</del> <u>Reduction or premature discontinuation, of a previously authorized ongoing course of treatment; or</u></li> <li>4.5. <del>Failure</del> <u>to approve, furnish, arrange for, or provide payment for health care services in a timely manner, or to provide the Member with timely notice of an adverse determination, such that a delay would adversely affect the</u> <del>Member's health</del> <u>of the Member</u>.</li> </ol> |

| Term                       | Definition  |
|----------------------------|---|
| Prudent Layperson Standard | A person who possesses an average knowledge of health and medicine, and the standard establishes the criteria that insurance coverage is based not on ultimate diagnosis, but on whether a prudent person <del>might anticipate</del> <u>could reasonably expect</u> serious impairment to his or her health in an emergency situation. |
| Remittance Advice (RA)     | A summary report, by claim, that supports the detail payment, denial, or adjustment made by check.  |
| Reopening                  | A remedial action taken to change a binding determination or decision even though the determination or decision may have been correct at the time it was made based on the evidence of record.  |
| <u>Resolution Letter</u>   | <u>Written notification of the CalOptima Health's resolution of the complaint.</u>  |
| Waiver of Liability        | The Waiver of Liability statement ensures the Non-Contracted Provider shall hold the Member harmless regardless of the outcome of the Appeal.   |

For 20231102 BOD Review Only



Policy: MA.9009  
Title: **Non-Contracted Provider Complaint Process**  
Department: Grievance and Appeals Resolution Services  
Section: Not Applicable  
  
CEO Approval: /s/  
  
Effective Date: 01/01/2010  
Revised Date: TBD  
  
Applicable to:  
☐ Medi-Cal  
☒ OneCare  
☒ OneCare Connect  
☐ PACE  
☐ Administrative

## I. PURPOSE

This policy defines the process by which CalOptima Health ensures that Non-Contracted Providers (NCPs) have a clear and reliable Complaint process that meets the requirements of the Centers for Medicare & Medicaid Services (CMS).

## II. POLICY

- A. CalOptima Health and Health Networks shall establish and maintain a process that addresses the receipt, handling, and disposition of Complaints for NCPs in accordance with applicable statutes, regulations, and contractual requirements.
- B. CalOptima Health shall provide all parties to a Complaint with a reasonable opportunity to present evidence related to the issue in dispute in writing. CalOptima Health shall take all relevant evidence into account when making its decision.
- C. The CalOptima Health Grievance and Appeal Resolution Services (GARS) Department and Health Networks shall process Provider Dispute Resolutions (PDR)s involving Disputes regarding payment being less than what is paid by Medicare fee-for-service, within forty-five (45) business days after receipt.
- D. CalOptima Health shall process all NCP claims payment Appeals, within thirty (30) calendar days of receipt of the Waiver of Liability (WOL) form for all dates of service after January 1, 2023 (sixty (60) calendar days for dates of service prior to January 1, 2023). NCP claims payment Appeals can constitute any adverse Organization Determination. An adverse Organization Determination includes but is not limited to the following situations:
  1. Reopening: when reopening leads to an adverse Organization Determination;
  2. Diagnosis code/DRG payment denials: An NCP submits a claim to CalOptima Health.

CalOptima Health initially approves the claim, which is considered a favorable Organization Determination (pursuant to Title 42 Code of Federal Regulations (CFR), section 422.566(b)). CalOptima Health later reopens and revises the favorable Organization Determination and denies the DRG code on the basis that a different DRG code should have been submitted and recoups funds;

3. Downcoding: CalOptima Health approves coverage for inpatient services from a NCP, which is considered a favorable Organization Determination (pursuant to Title 42, CFR section 422.566(b)). CalOptima Health later reopens and revises the favorable Organization Determination (e.g., retrospective review) and determines the Member should have received outpatient services;
  4. Bundling issues and disputed rate of payment: Pre-and post-pay bundling and global payment determinations. For example, denial of procedure codes – as mutually exclusive to another, or due to inclusion in a previously paid global surgical package; and
  5. Level of care or rate of payment denials: Payment of a reduced fee schedule amount for a course treatment. For example, an NCP bills a procedure code for a visit, but CalOptima Health reimburses based on a lower level of care.
- E. NCPs may file an Appeal with CalOptima Health's GARS Department within sixty (60) calendar days from the receipt of the Remittance Advice (RA), notwithstanding the PDR process as described in Section II.C. of this Policy.
- F. NCP's may file a payment dispute with CalOptima Health's GARS Department within one hundred twenty (120) calendar days from the receipt of the RA for any payment dispute as referenced in Section II.C. of this Policy.
- G. CalOptima Health shall notify an NCP of the Appeal process:
1. In all RAs;
  2. On the CalOptima Health Website at [www.caloptima.org](http://www.caloptima.org); and
  3. Upon request by the NCP.

### III. PROCEDURE

#### A. Submission of a Complaint:

1. An NCP shall submit the initial Complaint, in writing, within the required timeframe using the Provider Complaint Resolution Request form located on the CalOptima Health website, or a letter and shall include, at a minimum:
  - a. The Member's name;
  - b. Medicare Beneficiary Identifier (MBI) (formally known as Medicare Health Insurance Claim (HIC) number) or Client Index Number (CIN);
  - c. The specific service(s) and/or items(s) for which the Complaint is being filed;

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- d. The specific date(s) of the service;
  - e. Copy of the original claim or remittance notification showing the denial;
  - f. The name and signature of the party or the representative of the party filing the request;
  - g. A Waiver of Liability Form; and
  - h. Any additional information that supports the request, including, but not limited to, Medical Records.
2. CalOptima Health shall notify the NCP if any required information, as stated in Section III.A.1 of this Policy, is missing. CalOptima Health shall allow the NCP thirty (30) days to resubmit the request with the missing information. If not received, the request is invalidated.
- B. For a PDR handled by a Health Network or CalOptima Health GARS Department:
- 1. For disputes for a payment less than that paid by Medicare fee-for-service, the NCP shall file the dispute with the payer as identified on the RA, either the Health Network or CalOptima Health's GARS Department.
    - a. Contact information for Health Networks is available on the CalOptima Health website at [www.caloptima.org](http://www.caloptima.org), or by contacting CalOptima Health's Health Network Relations Department at 714-246-8600.
    - b. Claims processed by the CalOptima Health Claims Administration Department, mail to:  
  
CalOptima Health Grievance and Appeal Resolution Services  
(GARS) Department  
505 City Parkway West  
Orange CA 92868
- C. CalOptima Health's GARS Department and the Health Network shall issue a Resolution Letter to the NCP within the timeframe shown below, following the receipt of the request.
- 1. Thirty (30) calendar days for services rendered on or after January 1, 2023.
  - 2. Sixty (60) calendar days for services rendered on or before December 31, 2022.
- D. For an Appeal handled by CalOptima Health
- 1. File the request, in writing, within sixty (60) calendar days from the notice of denial with CalOptima Health GARS, based on the payer on the RA.
  - 2. The NCP may request an extension to this timeframe for good cause by submitting a written request for such an extension that includes the reason the NCP cannot meet the timeframe, in accordance with Title 20 CFR, Section 404.911.

3. Upon verification that the request meets criteria for processing as an NCP Appeal, CalOptima Health's GARS Department shall send the NCP an acknowledgement letter and a WOL form, if not already included with the NCP Appeal request, after receipt of the NCP Appeal request.
4. If the NCP fails to submit a signed WOL form after three (3) attempts (written and verbal requests) by CalOptima Health GARS, the GARS Department shall notify the NCP that the request shall be dismissed due to lack of the WOL, no sooner than sixty (60) calendar days from the receipt of the request. The Notice of Dismissal of Appeal Request shall inform the NCP of the process and the right to request a review of the dismissal by the Independent Review Entity (IRE).
5. CalOptima Health GARS Department shall commence review of the NCP Appeal upon receipt of the signed WOL form or letter of good cause, as applicable, and the review shall be completed within sixty (60) calendar days of that the receipt date.
6. Upon completion of review of the NCP Appeal, GARS shall send a Resolution Letter to the NCP informing the NCP of the review decision within sixty (60) calendar days of receipt of the signed WOL form.
7. Failure of the CalOptima Health GARS Department to provide the NCP with a decision within the sixty (60) calendar day period constitutes an adverse decision and CalOptima Health GARS shall forward the NCP Appeal to the IRE for review.
8. An Appeal decision which upholds in whole, or in part, the initial denial shall be forwarded to the IRE for review.

#### E. Complaint Review

1. CalOptima Health shall designate an individual other than the person involved in making the initial adverse Organization Determination to review a request for NCP Complaint.
  - a. If the original denial is based on a lack of Medical Necessity, a physician with expertise in the field of medicine that is appropriate for the requested service shall review the request for NCP Complaint. The reviewing physician shall possess the appropriate level of training and expertise to evaluate the necessity of the service, but need not have the same specialty, or subspecialty, as the treating physician.
  - b. If the request for NCP Complaint involves Emergency Services, CalOptima Health shall apply the Prudent Layperson Standard when reviewing the Appeal.
2. GARS staff shall present the NCP Complaint request to the appropriate reviewer for a decision.
3. CalOptima Health GARS shall document the decision made by the reviewer, the rationale for the decision, and include the name of the staff member who reviewed the case in a Resolution Letter.
4. If, upon the NCP Complaint review, CalOptima Health completely reverses its adverse Organization Determination, GARS staff shall:

- a. Notify the NCP of the decision, in writing;
  - b. Notify and request claim payment from CalOptima Health or the Health Network Claims Department;
  - c. Verify that CalOptima Health or the Health Network made payment through the claims system and/or that a retro-authorization was issued;
  - d. Ensure that CalOptima Health or the Health Network adjusts claims for payment within sixty (60) calendar days after the date of receipt of the request for NCP Complaint;
  - e. Ensure that the NCP's case file includes documentation of payment and retro-authorization, if required; and
  - f. Note the NCP Complaint as "closed" in the Complaint database.
5. If, upon NCP Appeal review, CalOptima Health affirms, in whole or in part, the adverse Organization Determination, CalOptima Health shall take the following actions:
- a. Notify the NCP who requested the NCP Complaint no later than sixty (60) calendar days after receipt of the signed WOL, including notice that CalOptima Health forwarded the Appeal to the IRE.
  - b. Forward a copy of the case file, and the Reconsideration Background Data Form and Case Narrative Form to the IRE, no later than sixty (60) calendar days of receipt of the signed WOL.

F. IRE Determination

1. The IRE shall decide on an Appeal in accordance with its CMS contracted timeframe.
2. The IRE may request additional information from CalOptima Health within a specified timeframe using the IRE Request for Additional Information Form. Upon receipt of such request, CalOptima Health GARS staff shall make every effort to provide the requested information within the specified timeframe using the Request for Information Response Letter to IRE.
3. If the IRE upholds CalOptima Health's adverse Organization Determination, it shall notify CalOptima Health and the NCP of such decision, in writing. Upon receipt of such notice, GARS staff shall place the notice in the NCP's Appeal file.
4. If the IRE reverses or partially reverses CalOptima Health's adverse Organization Determination, CalOptima Health GARS shall:
  - a. Coordinate with the CalOptima Health Claims Administration Department to arrange for the payment or adjustment of the Appealed claim no later than thirty (30) calendar days after notice from the IRE;
  - b. Coordinate with the Health Network's Claims Administration Department to arrange for the payment or adjustment of the Appealed claim no later than twenty (20)

- calendar days after notice from the IRE;
  - c. Notify the NCP of the IRE's decision and compliance with IRE decision;
  - d. Send a notification of compliance letter to the IRE; and
  - e. Document all activities in the Appeal tracking system.
5. The Health Network shall notify CalOptima Health of the final decision by the IRE, with proof of effectuation within twenty (20) calendar days of notification.

#### G. Administrative Law Judge (ALJ) Hearing

1. An NCP that provided Covered Services to a Member has the right to a hearing before an ALJ if the projected value of the disputed service meets the threshold amount specified in the Medicare Managed Care Manual, as determined by Medicare regulations and the ALJ.
2. An NCP shall request an ALJ hearing by submitting such request:
  - a. In writing to CalOptima Health, or the IRE; and
  - b. Within sixty (60) calendar days after the notice from the IRE of its Appeal decision. The NCP may request an extension to this timeframe for good cause by submitting a written request for such extension that includes the reason the NCP cannot meet the timeframe in accordance with Title 20 CFR, section 40 4.911.
3. If CalOptima Health receives a request for an ALJ hearing from an NCP, CalOptima Health GARS staff shall forward the NCP request for ALJ hearing to the IRE. The IRE shall compile and forward the NCP's file to the ALJ.
4. If the Health Network receives a request for an ALJ hearing from an NCP, the Health Network shall forward the NCP request for ALJ hearing to the IRE with a Carbon Copy to CalOptima Health. The IRE shall compile and forward the NCP's file to the ALJ.
5. CalOptima Health or the Health Network shall not have the right to request an ALJ hearing but may remain a party to the hearing.
6. If the ALJ reverses CalOptima Health's or the Health Network's initial adverse Organization Determination in whole, or in part, CalOptima Health shall:
  - a. Pay the disputed claim within sixty (60) calendar days after the date it receives notice from the ALJ reversing the adverse Organization Determination unless it requests Medicare Appeals Council (MAC) review of the ALJ decision in accordance with Section III.H. of this Policy; or
  - b. Request a MAC Hearing of the ALJ decision; and
  - c. Wait for the MAC's decision before it authorizes, or provides, the disputed service; and
  - d. Inform the IRE when it effectuates the decision.

#### H. Medicare Appeals Council (MAC) Review

1. Any party that is dissatisfied with the ALJ hearing decision, including CalOptima Health, may request a MAC Hearing of the ALJ decision, or dismissal.
2. A party requesting a MAC Hearing shall submit such request:
  - a. In writing, directly to the MAC; and
  - b. Within sixty (60) calendar days after the date of receipt of the ALJ hearing decision, or dismissal. The MAC may grant an extension if the requesting party demonstrates good cause.
3. If CalOptima Health receives an NCP's request for a MAC Hearing, it shall forward a copy of the NCP request for MAC Hearing, the NCP's complete case file, and a cover letter to the MAC.
4. If the Health Network receives an NCP's request for a MAC Hearing the Health Network shall forward a copy of the NCP request for MAC Hearing, the NCP's complete case file, and a cover letter to CalOptima Health within five (5) days of receipt.
5. If CalOptima Health requests a MAC Hearing, it shall:
  - a. Submit a CalOptima Health Request for MAC Hearing and a complete case file to the MAC;
  - b. Concurrently notify the NCP of CalOptima Health's request by sending the NCP a copy of the request and all information submitted to the MAC; and
  - c. Notify the IRE of CalOptima Health's request.
6. The MAC may initiate a review on its motion within sixty (60) calendar days after the date of an ALJ hearing decision, or dismissal. The MAC shall notify all parties, in writing, of its decision to initiate such a review.
7. If the MAC reverses CalOptima Health's or the Health Networks' initial adverse Organization Determination in whole, or in part, CalOptima Health or the Health Network shall:
  - a. Pay the disputed claim within sixty (60) calendar days after the date it receives notice from the MAC reversing the initial adverse Organization Determination; and
  - b. Inform the IRE when it effectuates the decision.

#### I. Judicial Review

1. Any party, including CalOptima Health, may request a judicial review of an ALJ decision if:
  - a. The MAC denied the party's request for review; and

- b. The amount in controversy meets the threshold amount specified in the Medicare Managed Care Manual.
2. Any party, including CalOptima Health, may request a judicial review of a MAC decision if:
  - a. The MAC denied the party's request for review; or
  - b. It is the final decision of CMS; and
  - c. The amount in controversy meets the threshold amount specified in the Medicare Managed Care Manual.
3. A party may not obtain a judicial review unless the MAC has acted on the case.
4. In order to obtain judicial review, a party shall file a civil action in a district court of the United States in accordance with Section 205(g) of the Social Security Act.
5. CalOptima Health shall notify all other parties to an Appeal prior to requesting a judicial review.
6. If the judicial review reverses CalOptima Health's or the Health Network's initial adverse Organization Determination in whole, or in part, CalOptima Health or a Health Network shall:
  - a. Pay the disputed claim within sixty (60) calendar days after the date it receives notice from the judicial review reversing the adverse Organization Determination; and
  - b. Inform the IRE when it effectuates the decision.

J. Documentation of Data

1. CalOptima Health's GARS Department shall document all actions taken related to a NCP Appeal request in its tracking system and/or hard copy including, but not limited to:
  - a. Provider's name;
  - b. Date received;
  - c. Name of staff that received the Complaint at CalOptima Health;
  - d. Designated contact person;
  - e. Description of the Complaint;
  - f. Date; and
  - g. Disposition.

**IV. ATTACHMENT(S)**

Not Applicable

**V. REFERENCES**

- A. CalOptima Health Contract with the Centers for Medicare & Medicaid Services (CMS) for Medicare Advantage
- B. CalOptima Health Three-Way Contract with the Department of Health Care Services (DHCS) and the Centers for Medicaid and Medicare Services (CMS) for Cal MediConnect
- C. CalOptima Health Policy MA.9006: Contracted Provider Complaint Process
- D. CalOptima Health Policy MA.9015: Standard Integrated Appeals
- E. Centers for Medicare & Medicaid Services Letter, Provider Payment Dispute Resolution for Non-Contracted Providers, January 4, 2010
- F. "Part C Dismissals Procedure," Health Plan Management System (HPMS) Memorandum, Issued September 10, 2013
- G. "Model Dismissal Notice," Health Plan Management System (HPMS) Memorandum, Issued October 30, 2013
- H. MA Payment Guide for Out of Network Payments, Revised April 15, 2015
- I. MAXIMUS Medicare Health Plan Reconsideration Process Manual, Revised January 2020
- J. Parts C & D Enrollee Grievances, Organization/Coverage Determinations, and Appeals Guidance, Revised January 2020
- K. "Non-Contract Provider Access to Medicare Administrative Appeals Process," Health Plan Management System (HPMS) Memorandum, Issued September 23, 2020
- L. Social Security Act, §§1852(k) and 1894(b)(3)
- M. Title 20, Code of Federal Regulations (C.F.R.), § 404.911.
- N. Title 20, California Code of Regulations (C.C.R.), §§ 1300.71 and 1300.71.38.
- O. Title 42, Code of Federal Regulations (C.F.R.), §§417.588, 422.214, 422.520, 422.560, 422.566(b) et. seq.

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

None to Date

**VII. BOARD ACTION(S)**

| Date       | Meeting   | Action                     |
|------------|---|----------------------------|
| 05/05/2022 | Regular Meeting of the CalOptima Board of Directors | Ratified Post-CEO Approval |

**VIII. REVISION HISTORY**

| Action    | Date       | Policy  | Policy Title                             | Program(s) |
|-----------|------------|---------|--|------------|
| Effective | 01/01/2010 | MA.9009 | Non-Contracted Provider Payment Disputes | OneCare    |
| Revised   | 03/01/2012 | MA.9009 | Non-Contracted Provider Payment Disputes | OneCare    |
| Revised   | 01/01/2014 | MA.9009 | Non-Contracted Provider Payment Disputes | OneCare    |
| Revised   | 03/01/2014 | MA.9009 | Non-Contracted Provider Payment Disputes | OneCare    |

| Action  | Date       | Policy  | Policy Title                              | Program(s)                 |
|---------|------------|---------|---|----------------------------|
| Revised | 01/01/2015 | MA.9009 | Non-Contracted Provider Payment Disputes  | OneCare<br>OneCare Connect |
| Revised | 01/01/2017 | MA.9009 | Non-Contracted Provider Payment Disputes  | OneCare<br>OneCare Connect |
| Revised | 04/01/2022 | MA.9009 | Non-Contracted Provider Payment Appeals   | OneCare<br>OneCare Connect |
| Revised | TBD        | MA.9009 | Non-Contracted Provider Complaint Process | OneCare<br>OneCare Connect |

1

1 IX. GLOSSARY  
2

| Term                            | Definition   |
|---------------------------------|--|
| Appeal(s)                       | <p><u>OneCare</u>: Any of the procedures that deal with the review of an adverse Organization Determination made by CalOptima Health on health care services or benefits under Part C or D the Member believes he or she is entitled to receive, including a delay in providing, arranging for, or approving the health care services or drug coverage (when a delay would adversely affect the health of the Member), or on any amounts the Member must pay for a service or drug as defined in 42 CFR §422.566(b) and §423.566(b). These procedures include reconsideration or redetermination, a reconsideration by an independent review entity (IRE), adjudication by an Administrative Law Judge (ALJ) or attorney adjudicator, review by the Medicare Appeals Council (MAC), and judicial review.</p> <p><u>OneCare Connect</u>: In general, a Member's actions, both internal and external to CalOptima Health requesting review of CalOptima Health's denial, reduction or termination of benefits or services, from CalOptima Health. Appeals relating to Medi-Cal covered benefits and services shall proceed pursuant to the laws and regulations governing Medi-Cal Appeals and 42 CFR sections 422.629 through 422.634, 438.210, 438.400, and 438.402. Appeals relating to Medicare covered benefits and services shall proceed pursuant to the laws and regulations governing Medicare Appeals. A Medi-Cal based Appeal is defined as review by CalOptima Health of an Adverse Benefit Determination.</p> |
| Complaint                       | The general term used to identify all provider-filed requests for review and expressions of dissatisfaction with any aspect of CalOptima Health or its Health Networks. This includes Appeals, disputes and Grievances.  |
| Contracted Provider             | A Provider who is obligated by a written contract to provide Covered Services to Members on behalf of CalOptima Health, or its contracted Health Networks.   |
| Covered Services                | Those medical services, equipment, or supplies that CalOptima Health is obligated to provide to Members under CalOptima's contract with the Centers of Medicare & Medicaid Services (CMS).   |
| Dispute                         | A dispute of payment regarding an amount that is less than the expected contracted amount or the amount that would be paid by Medicare.  |
| Emergency Services              | Those covered inpatient and outpatient services required that are: <ol style="list-style-type: none"> <li>1. Furnished by a physician qualified to furnish Emergency Services; and</li> <li>2. Needed to evaluate or stabilize an Emergency Medical Condition.</li> </ol>  |
| Health Network                  | A Physician Hospital Consortium (PHC), Physician Medical Group (PMG) under a shared risk contract, or health care service plan, such as a Health Maintenance Organization (HMO) that contracts with CalOptima Health to provide Covered Services to Members assigned to that Health Network.   |
| Independent Review Entity (IRE) | An independent entity contracted by the Centers for Medicare & Medicaid Services (CMS) to review denial of Coverage Determinations.  |

| Term                                  | Definition   |
|---------------------------------------|--|
| Medical Record                        | A medical record, health record, or medical chart in general is a systematic documentation of a single individual's medical history and care over time. The term 'Medical Record' is used both for the physical folder for each individual patient and for the body of information which comprises the total of each patient's health history. Medical records are intensely personal documents and there are many ethical and legal issues surrounding them such as the degree of third-party access and appropriate storage and disposal.  |
| Medically Necessary/Medical Necessity | <p><u>OneCare</u>: The services, supplies, or drugs that are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.</p> <p><u>OneCare Connect</u>: Services must be provided in a way that provides all protections to the Member provided by Medicare and Medi-Cal. Per Medicare, services must be reasonable and necessary Covered Services for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member, or otherwise medically necessary under 42 U.S.C. § 1395y. In accordance with Title XIX law and related regulations, and per Medi-Cal, medical necessity means reasonable and necessary services to protect life, to prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness, or injury under WIC Section 14059.5.</p>   |
| Non-Contracted Provider (NCP)         | A Provider that is not obligated by written contract to provide Covered Services to a Member on behalf of CalOptima Health or a Health Network.  |
| Organization Determination            | <p>Any determination made by CalOptima Health with respect to any of the following:</p> <ol style="list-style-type: none"> <li>1. Payment for temporarily Out-of-Area renal dialysis services, Emergency Services, post-stabilization care, or urgently needed services;</li> <li>2. Payment for any other health services furnished by a Provider that the Member believes: <ol style="list-style-type: none"> <li>a. Are covered under Medicare; or</li> <li>b. If not covered under Medicare, should have been furnished, arranged for, or reimbursed by CalOptima Health.</li> </ol> </li> <li>3. Refusal to authorize, provide or pay for services, in whole or in part, including the type or level of services, that the Member believes should be furnished or arranged for by CalOptima Health;</li> <li>4. Reduction or premature discontinuation, of a previously authorized ongoing course of treatment; or</li> <li>5. Failure to approve, furnish, arrange for, or provide payment for health care services in a timely manner, or to provide the Member with timely notice of an adverse determination, such that a delay would adversely affect the health of the Member.</li> </ol> |
| Prudent Layperson Standard            | A person who possesses an average knowledge of health and medicine, and the standard establishes the criteria that insurance coverage is based not on ultimate diagnosis, but on whether a prudent person could reasonably expect serious impairment to his or her health in an emergency situation.   |

| <b>Term</b>            | <b>Definition</b>  |
|------------------------|--|
| Remittance Advice (RA) | A summary report, by claim, that supports the detail payment, denial, or adjustment made by check.   |
| Reopening              | A remedial action taken to change a binding determination or decision even though the determination or decision may have been correct at the time it was made based on the evidence of record. |
| Resolution Letter      | Written notification of the CalOptima Health's resolution of the complaint.  |
| Waiver of Liability    | The Waiver of Liability statement ensures the Non-Contracted Provider shall hold the Member harmless regardless of the outcome of the Appeal.  |

1



Policy: HH.1101  
Title: **CalOptima Health Provider Complaint**  
Department: Grievance and Appeals Resolution Services  
Section: Not Applicable

CEO Approval: /s/

Effective Date: 03/01/1996

Revised Date: TBD

Applicable to: ☒ Medi-Cal  
☐ OneCare  
☐ PACE  
☐ Administrative

## I. PURPOSE

This policy defines the process by which CalOptima Health, Health Networks, and Third-Party Administrators (TPA) address and resolve contracted Provider Complaints, which include, but are not limited to, Provider ~~Grievances or disputes or Appeals for claims payment, utilization management decisions, and other non-payment related issues~~ Disputes, Appeals, and Grievances.

## II. POLICY

- A. CalOptima Health, Health Networks, and TPAs shall maintain a fast, fair, and cost-effective ~~Grievance~~ system to process and resolve contracted Provider Complaints, in accordance with applicable statutory, regulatory, and contractual requirements.
- B. Providers shall utilize the Health Network and TPA grievance systems prior to filing a Complaint directly with CalOptima Health, in accordance with this Policy.
- C. Multipurpose Senior Services Program (MSSP) Providers shall submit issues arising out of or related to the contract between CalOptima Health and a MSSP Provider, including but not limited to ~~disputes~~ Disputes, claims, protests of awards or other contractual issues to the CalOptima Health Grievance and Appeals Resolution Services (GARS). ~~CalOptima Health's~~ GARS Department shall process the Complaints in accordance with the CalOptima Health MSSP-Department of Aging contract.
- D. Complaints related to Appeals of Medical Necessity will be processed in accordance with CalOptima Health Policy HH.1102: Member Grievance
- E. CalOptima Health, Health Networks, and TPAs shall promptly review and investigate Complaints and resolve them, in accordance with the timeframes set forth herein.
- F. CalOptima Health, Health Networks, and TPAs shall not discriminate or retaliate against any Provider (including, but not limited to, terminating the Provider's contract) on grounds that such Provider filed a Complaint, in accordance with CalOptima Health Policy HH.3012: Non-Retaliation for Reporting Violations.

- 1 G. CalOptima Health, Health Networks, and TPAs shall designate a principal officer to be primarily  
2 responsible for the maintenance, oversight, and analysis of trends and preparation of reports related  
3 to Provider Complaints as required by this Policy and applicable regulations.  
4
- 5 H. CalOptima Health, Health Networks, and TPAs shall not impose a deadline for receipt of a Provider  
6 Complaint for a claims payment ~~dispute~~Dispute that is less than three hundred sixty-five (365)  
7 calendar days after the date of an action or, in the case of inaction, that is less than three hundred  
8 sixty-five (365) calendar days after the time for contesting or denying the claim has expired.  
9
- 10 I. If the ~~dispute~~Dispute relates to a demonstrable and unfair payment pattern by CalOptima Health, or  
11 CalOptima Health's Capitated Provider, neither CalOptima Health nor the Capitated Provider shall  
12 impose a deadline for the receipt of a ~~dispute~~Dispute that is less than three hundred sixty-five (365)  
13 calendar days from CalOptima Health's or the capitated Provider's most recent action, or in the case  
14 of inaction, that is less than three hundred sixty-five (365) calendar days after the most recent time  
15 for contesting or denying claims has expired.  
16
- 17 J. CalOptima Health, Health Networks, and TPAs shall not charge a Provider for the cost of  
18 processing a Provider Complaint. -Notwithstanding the foregoing, CalOptima Health, Health  
19 Networks, and TPAs shall have no obligation to reimburse a Provider for any costs incurred in  
20 connection with utilizing the Provider Complaint process.  
21
- 22 K. A Health Network and TPA shall make available to CalOptima Health and the Department of  
23 Health Care Services (DHCS) all records, notes, and documents regarding its Provider Complaint  
24 Resolution mechanism(s) and the Resolution of Provider Complaints.  
25
- 26 L. CalOptima Health shall submit an annual report to DHCS that includes but is not limited to the total  
27 number of Providers who have utilized the ~~dispute~~Dispute mechanism, delineated by Providers,  
28 Network Providers, Subcontractors, and Downstream Subcontractors and a summary of the  
29 disposition of those ~~disputes~~Disputes.  
30
- 31 M. CalOptima Health shall have the right to extend or stay the implementation of a decision or require  
32 a Health Network or TPA to delay or stay, ~~the implementation of such~~ a decision, in order to allow  
33 the affected Provider an opportunity to file a Complaint under this Policy.  
34
- 35 N. A Provider who seeks to contest any decision made by CalOptima Health pursuant to this Policy is  
36 required to comply with CalOptima Health Policy AA.1217: Legal Claims and Judicial Review, if  
37 applicable.  
38

### 39 III. PROCEDURE

#### 40 A. Submission of a Complaint

##### 41 1. A Complaint shall contain the following:

- 42
- 43 a. Provider Dispute Resolution (PDR) Form, Appeal, or Dispute Letter and supporting  
44 documents.  
45
- 46 b. Provider name and Provider Identification Number (PIN);  
47
- 48 c. Contact information;  
49
- 50 d. Claim number assigned to the original claim, if applicable;  
51
- 52
- 53

- e. Clear description of the ~~disputed item~~Dispute;
  - f. Date of service;
  - g. Clear explanation of the basis upon which the Provider believes the action is incorrect;
  - h. If the Complaint involves a bundled group of multiple claims that are substantially similar, identification of the original claim number; and
  - i. If the Complaint involves a ~~dispute~~Dispute involving a Member or group of Members, the name(s) and identification number(s) and Claim numbers (if applicable) of the Member(s), a clear explanation of the ~~disputed~~Disputed item(s), includes the date(s) of service, and the Provider's position on the issue(s).
2. A Provider may submit an amended Provider Complaint within thirty (30) business days after the date of receipt of a returned Provider Complaint that is missing required information.
  3. A Provider that has furnished Covered Services to a Member for which a Health Network is financially responsible, or is dissatisfied with any aspect of a Health Network's program, shall file a Complaint with that Health Network prior to filing a Complaint with CalOptima Health within three hundred sixty-five (365) calendar days after the Health Network's action, or in the case of inaction, within three hundred sixty-five (365) calendar days after the time for contesting or denying claims has expired.
  4. A Provider that has furnished Covered Services to a Member is dissatisfied with any aspect of a TPA's program, shall file a Complaint with that TPA prior to filing a Complaint with CalOptima Health within three hundred sixty-five (365) calendar days after the TPA's action, or in the case of inaction, within three hundred sixty-five (365) calendar days after the time for contesting or denying claims has expired.
  5. A Provider may file a Complaint with CalOptima Health as follows:
    - a. The Provider has provided Covered Services to a Member for which CalOptima Health is financially responsible, or is dissatisfied with any aspect of CalOptima Health;
    - b. The Provider has provided Covered Services to a Member for which a Health Network or TPA is financially responsible, is dissatisfied with a Complaint Resolution Letter received from the Health Network or TPA, as set forth in this Policy, and files within the following timeframes:
      - i. Sixty (60) calendar days after the date of the Health Network's or TPA's Complaint Resolution Letter for Complaints related to Medical Necessity; or
      - ii. One hundred eighty (180) calendar days after the date of the Health Network's Complaint Resolution Letter for all other types of Complaints.
  6. A Provider may request additional time but must show good cause for an extension and provide supporting good cause documentation at the time of the request.

B. CalOptima Health, a Health Network or TPA Complaint Receipt and Resolution

1. Record of Complaint

- 1 a. CalOptima Health or Health Network shall enter into its Complaint tracking system each  
2 Complaint (whether or not complete) received and create an electronic or hard copy file.  
3  
4 b. A TPA shall track and maintain records of each Complaint (whether or not complete) it  
5 receives.  
6  
7 2. Acknowledgement of Complaint  
8  
9 a. CalOptima Health, Health Network or TPA shall acknowledge the receipt of a Complaint in  
10 paper form (whether or not complete) within fifteen (15) business days after the date of  
11 receipt by the office or department designated to receive Complaints.  
12  
13 b. CalOptima Health, Health Network or TPA shall acknowledge the receipt of a Complaint in  
14 electronic form (whether or not complete) within two (2) business days after the date of  
15 receipt by the office or department designated to receive Complaints.  
16  
17 3. Incomplete Complaints  
18  
19 a. CalOptima Health, a Health Network or TPA may return to a Provider any Complaint  
20 lacking the required information or information necessary to determine payer liability that is  
21 in the possession of the Provider and not readily accessible to CalOptima Health, Health  
22 Network or TPA.  
23  
24 b. The returned Complaint shall clearly identify, in writing, the missing reasonably relevant  
25 information or information necessary to determine payer liability. In no event shall  
26 CalOptima Health, a Health Network or TPA request the Provider to resubmit claim  
27 information that the Provider previously and appropriately submitted to CalOptima Health,  
28 the Health Network or TPA as part of the claims adjudication process, except in those cases  
29 in which the claim documentation was returned to the Provider.  
30  
31 4. Investigation and Resolution of Complaints  
32  
33 a. Investigation  
34  
35 i. CalOptima Health, a Health Network or TPA shall promptly investigate a Complaint by  
36 consulting, as applicable, with the appropriate departments at CalOptima Health, the  
37 Health Network department(s), or TPA responsible for the services or operations that  
38 are the subject of the Complaint (e.g., Contracting, Utilization Management, Claims).  
39  
40 ii. The applicable CalOptima Health, Health Network or TPA department(s) shall  
41 investigate the factual matters that are the subject of the Complaint and shall report  
42 factual findings and a proposed resolution to CalOptima Health or Health Network  
43 Grievance staff within ten (10) business days after initial receipt of the Complaint.  
44  
45 iii. The applicable CalOptima Health, Health Network or TPA department shall use the  
46 Complaint Referral and Investigation Request Form, or a similar form, to report  
47 findings and proposed resolutions to the CalOptima Health or Health Network  
48 Grievance staff, as set forth in this Policy.  
49  
50 iv. CalOptima Health may request that the Provider submit any written materials relevant  
51 to the Provider's Complaint.  
52

- 1 v. If the Provider is appealing a Health Network or TPA Complaint Resolution Letter,  
2 CalOptima Health shall review the Health Network or TPA Complaint file.  
3
- 4 b. Resolution
- 5
- 6 i. CalOptima Health, a Health Network or TPA shall resolve and issue a Complaint  
7 Resolution Letter for each Complaint it receives within forty-five (45) business days  
8 after the date of receipt of the Complaint or amended Complaint, in accordance with  
9 applicable laws, including those regulatory provisions identified in Title 28, California  
10 Code of Regulations, §1300.71.38(f).  
11
- 12 ii. The Complaint Resolution Letter shall describe the pertinent facts of the Complaint, the  
13 reasons for a CalOptima Health, Health Network or TPA determination, and applicable  
14 Provider Appeal rights, including the following:  
15
- 16 a) For Complaints related to Medical Necessity, the right to Appeal the determination  
17 to ~~CalOptima Health's~~ the GARS Department within sixty (60) calendar days after  
18 the date of ~~CalOptima Health~~, the Health Network or TPA Complaint Resolution  
19 Letter; or  
20
- 21 b) For other Complaints, the right to Appeal the determination request a Legal Claim  
22 pursuant to CalOptima Health's GARS Department within one hundred eighty  
23 (180) calendar days after the date of CalOptima Health, the Health Network or TPA  
24 Complaint Resolution Letter. CalOptima Health Policy AA.1217: Legal Claims and  
25 Judicial Review.  
26
- 27 c. Implementation of Complaint Resolution
- 28
- 29 i. CalOptima Health and its Health Networks or TPA shall take immediate action to  
30 implement the determinations set forth in a Complaint Resolution Letter.  
31
- 32 ii. If the Complaint or amended Complaint is determined in whole or in part in favor of the  
33 Provider, the Health Network shall pay:  
34
- 35 a) Any outstanding monies that it determines to be due; and  
36
- 37 b) All interest and penalties required within five (5) business days after the date of the  
38 Complaint Resolution Letter, pursuant to CalOptima Health Policy HH.2015:  
39 Health Networks Claims Processing.  
40
- 41 iii. Accrual of interest and penalties for the payment of any resolved Complaints shall  
42 commence on the day following the expiration of the time for reimbursement.  
43
- 44 a. Resolution of Complaints submitted by Provider to CalOptima Health
- 45
- 46 i. ~~CalOptima Health's~~ GARS staff shall review the factual findings, proposed Resolution,  
47 and any other relevant information, and shall issue a decision with respect to the  
48 Complaint or amended Complaint, in accordance with CalOptima Health Policy  
49 HH.1109: Complaints Decision Matrix.  
50
- 51 ii. Within forty-five (45) business days after receipt of the Complaint or amended  
52 Complaint, ~~CalOptima Health's~~ GARS staff shall send a Complaint Resolution Letter to  
53 the Provider.

b. Implementation of Resolution by CalOptima Health

- i. CalOptima Health may take immediate action, or, as appropriate, require that a Health Network or TPA take immediate action to implement the decision set forth in CalOptima Health's Complaint Resolution Letter.
- ii. If the Complaint is a payment-related issue, and CalOptima Health determines that a Health Network is financially responsible, the Health Network shall make payment in the amount specified by CalOptima Health to the Provider within five (5) business days after the date of CalOptima Health's Complaint Resolution Letter. The Health Network shall send written proof of payment to ~~the CalOptima Health~~ GARS staff.
- iii. If the Health Network does not pay the claim as required by this Policy, CalOptima Health shall pay the claim on behalf of the Health Network and shall deduct from the Health Network's capitation payment the amount paid on behalf of the Health Network plus the greater of a two hundred fifty-dollar (\$250.00) administrative fee or ten percent (10%) of the amount paid.
- iv. If the Complaint is a payment-related issue, and CalOptima Health determines that a TPA is financially responsible, the TPA shall make payment in the amount specified by CalOptima Health to the Provider within five (5) business days after the date of CalOptima Health's Complaint Resolution Letter. The TPA shall send written proof of payment to ~~the CalOptima Health~~ GARS staff.

C. CalOptima Health Responsible Staff

1. The ~~CalOptima Health~~ GARS Director shall have primary responsibility for the maintenance of the Provider Complaint process.
2. The CalOptima Health Chief Operations Officer shall have primary responsibility for the oversight and review of operations, and for identifying any emergent patterns of Complaints to improve administrative capacity, provider relations, claims payment procedures, and Member care.

D. CalOptima Health Monitoring

1. CalOptima Health, Health Networks and TPAs shall continuously monitor for trends and systemic issues. If any trends are identified, a performance or corrective action plan shall be developed to address the trend. CalOptima Health shall monitor for performance improvement.
2. On an annual basis, CalOptima Health shall assess all ~~disputes~~ Disputes received to identify any overall trends or systemic issues and identify the root cause. Based on this annual assessment, CalOptima Health shall develop a plan to address each trend or system issue identified. This report shall be submitted annually to DHCS.
3. If CalOptima Health determines that a Health Network has failed to comply with any requirements of this Policy, CalOptima Health may take appropriate action, including, but not limited to, imposing Corrective Action Plans or Sanctions against the Health Network under CalOptima Health Policies HH.2005: Corrective Action Plan, and HH.2002: Sanctions.
4. CalOptima Health shall monitor a TPA in accordance with CalOptima Health policy.

E. Notices, Records, and Reports

1. Notice to Providers of Complaint Procedure

- a. CalOptima Health and Health Networks shall include a reference to this Policy in each Provider contract.
- b. CalOptima Health and Health Networks shall notify Non-Contracted Providers of the availability of a Provider Complaint process. This notification may be satisfied through the Health Network's routine Provider communication processes, including, but not limited to, newsletters, bulletins, policy and procedure manuals, remittance advice notices, and Websites.

2. Records

- a. CalOptima Health, Health Networks, and TPAs shall maintain written records of each Complaint, including at least the following information: date of receipt, Provider's name; name(s) of staff who received the Complaint and is designated as the contact person, description of the Complaint, medical records, documents, evidence of coverage and other relevant information upon which CalOptima Health, Health Networks, and TPAs relied on in reaching its decision and disposition for ten (10) years.
- b. CalOptima Health, Health Networks and TPAs shall retain written records of each Complaint, including copies of all Complaints and responses thereto, including all notes, documents, and other information upon which CalOptima Health, the Health Network, or TPA relied upon to reach its decision for a period of ten (10) years following the termination of their contracts with CalOptima Health. A Health Network and TPA shall make records for the last two (2) years available on-site.
- c. A Health Network and TPA shall make available warehoused or stored records within five (5) business days after a request for such records by CalOptima Health or DHCS.

3. Reporting Provider Complaint Activity

- a. At a maximum, on a monthly basis, a Health Network shall submit to the CalOptima Health Audit & Oversight Department.
- b. Each claim within a Complaint that has bundled substantially similar claims ~~disputes~~Disputes must be listed separately as individual Complaints (including original claim numbers) on the report.
- c. A Principal Officer shall sign the report certifying that the report is true and correct, to the best of their knowledge and belief.

F. Other Provider Rights. -In addition to any rights set forth in this Policy and allowed by law, a Provider also has the following rights:

1. Claim Resubmission. Prior to filing a Complaint related to payment of a claim, a Provider may resubmit the claim to the Health Network or TPA, as appropriate, in accordance with the applicable Health Network, or TPA, claim resubmission policy.

## 2. Provider's Right to Hearing

### a. Request for Hearing

- i. A Provider that ~~disputes~~**Disputes** recoupment of funds based upon audit findings of overpayments, the imposition of Sanctions or penalties, or suspension or termination of the Provider's participation in CalOptima Health, a Health Network or TPA, may request a hearing before the Provider Grievance Review Panel if:
  - a) The Provider has received a Complaint Resolution Letter from CalOptima Health; or
  - b) The Provider has received a Complaint Resolution Letter from a Health Network or TPA and pursues a hearing in lieu of filing a written Complaint to CalOptima Health under Section III.A of this Policy.
- ii. No other hearings are provided under this Policy.
- iii. A Provider may submit to ~~CalOptima Health's~~ GARS staff a written request for hearing within fifteen (15) calendar days after CalOptima Health's, a Health Network's or TPA's issuance of a Complaint Resolution Letter. The written request shall set forth with specificity the reasons for the hearing, including if the Provider challenges:
  - a) The factual basis of the decision, and if so, which facts in particular;
  - b) The legal basis for the decision; or
  - c) The reasonableness of the decision, Sanctions, or penalties imposed.

### b. Acknowledgment of Request for Hearing

- i. Upon receipt of a request for hearing, CalOptima Health shall set a hearing date to be held within thirty (30) calendar days after receipt of the request.
- ii. CalOptima Health shall send to the Provider a Hearing Acknowledgment Letter within five (5) calendar days after the Provider's request for a hearing, setting forth the date, time, and location of the hearing.

### c. Hearing

- i. The purpose of the hearing is to afford the Provider an opportunity to contest the factual or legal basis of the decision, or the reasonableness of the decision.
- ii. The hearing is intended to be informal in nature. Formal rules of evidence and discovery do not apply. There shall be no cross-examination of witnesses. The Provider, CalOptima Health, Health Network, and TPA, as appropriate, shall have the opportunity to present oral testimony and documentary evidence.
- iii. The Provider Grievance Review Panel shall select a hearing officer to preside at the hearing. -The hearing officer may, from time to time, establish hearing guidelines governing the hearing procedure. The hearing officer may ask questions to any party at the hearing and shall ensure proper decorum at the hearing.

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- iv. The hearing officer may cause a recording of the hearing to be made, either by tape recording or providing a court reporter service.
  - v. After the conclusion of the hearing, the Provider Grievance Review Panel may adopt, reject, or modify, in whole or in part, the actions addressed at the hearing. -The hearing officer shall send the Provider Grievance Review Panel's written decision to the Provider, Health Network, and TPA, as appropriate, within forty-five (45) calendar days after the close of the hearing. The decision shall be effective on the date issued by the hearing officer.

12 **IV. ATTACHMENT(S)**

13  
14 Not Applicable

15  
16 **V. REFERENCE(S)**

- 17  
18 A. CalOptima Health Contract with the Department of Health Care Services  
19 B. CalOptima Health Contract with the California Department of Aging (CDA)  
20 C. CalOptima Health Contract for Health Care Services  
21 D. California Health and Safety Code, § 1367(h)  
22 E. California Welfare and Institutions Code § 14094.15(d)  
23 F. Title 28, California Code of Regulations (C.C.R.), §1300.71.38  
24 G. CalOptima Health Policy AA.1217: Legal Claims and Judicial Review  
25 H. CalOptima Health Policy FF.1001: Capitation Payments  
26 I. CalOptima Health Policy HH.1102: Member Grievance  
27 J. CalOptima Health Policy HH.1109: Compliant Decision Matrix  
28 K. CalOptima Health Policy HH.2002: Sanctions  
29 L. CalOptima Health Policy HH.2005: Corrective Action Plan  
30 M. CalOptima Health Policy HH.2015: Health Networks Claims Processing  
31 N. CalOptima Health Policy HH.3012: Non-Retaliation for Reporting Violations  
32

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

34

| Date       | Regulatory Agency                                | Response              |
|------------|--|-----------------------|
| 07/16/2010 | Department of Health Care Services (DHCS)        | Approved as Submitted |
| 04/30/2014 | Department of Health Care Services (DHCS)        | Approved as Submitted |
| 03/11/2019 | Department of Health Care Services (DHCS)        | Approved as Submitted |
| 11/09/2022 | Department of Health Care Services (DHCS)        | File and Use          |
| 01/27/2023 | Department of Health Care Services (DHCS)        | Approved as Submitted |
| <u>TBD</u> | <u>Department of Health Care Services (DHCS)</u> | <u>TBD</u>            |

35  
36 **VII. BOARD ACTION(S)**

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| Date       | Meeting   |
|------------|---|
| 09/23/1997 | Regular Meeting of the CalOptima Board of Directors               |
| 02/01/2005 | Regular Meeting of the CalOptima Board of Directors               |
| <u>TBD</u> | <u>Regular Meeting of the CalOptima Health Board of Directors</u> |

38  
39 **VIII. REVISION HISTORY**

| Action         | Date       | Policy         | Policy Title  | Program(s)      |
|----------------|------------|----------------|---|-----------------|
| Effective      | 03/01/1996 | EE.1113        | CalOptima Contractor Grievance Policy and Procedure | Medi-Cal        |
| Revised        | 09/01/1998 | EE.1113        | CalOptima Provider Complaint                        | Medi-Cal        |
| Revised        | 11/01/2000 | HH.1101        | CalOptima Provider Complaint                        | Medi-Cal        |
| Revised        | 08/01/2001 | HH.1101        | CalOptima Provider Complaint                        | Medi-Cal        |
| Revised        | 01/01/2003 | HH.1101        | CalOptima Provider Complaint                        | Medi-Cal        |
| Revised        | 01/01/2004 | HH.1101        | CalOptima Provider Complaint                        | Medi-Cal        |
| Revised        | 02/01/2005 | HH.1101        | CalOptima Provider Complaint                        | Medi-Cal        |
| Revised        | 01/01/2010 | HH.1101        | CalOptima Provider Complaint                        | Medi-Cal        |
| Revised        | 01/01/2013 | HH.1101        | CalOptima Provider Complaint                        | Medi-Cal        |
| Revised        | 09/01/2013 | HH.1101        | CalOptima Provider Complaint                        | Medi-Cal        |
| Reviewed       | 09/01/2014 | HH.1101        | CalOptima Provider Complaint                        | Medi-Cal        |
| Revised        | 07/01/2016 | HH.1101        | CalOptima Provider Complaint                        | Medi-Cal        |
| Revised        | 08/01/2018 | HH.1101        | CalOptima Provider Complaint                        | Medi-Cal        |
| Revised        | 10/01/2019 | HH.1101        | CalOptima Provider Complaint                        | Medi-Cal        |
| Revised        | 10/01/2022 | HH.1101        | CalOptima Health Provider Complaint                 | Medi-Cal        |
| Revised        | 01/01/2023 | HH.1101        | CalOptima Health Provider Complaint                 | Medi-Cal        |
| <u>Revised</u> | <u>TBD</u> | <u>HH.1101</u> | <u>CalOptima Health Provider Complaint</u>          | <u>Medi-Cal</u> |

## IX. GLOSSARY

| Term                        | Definition   |
|-----------------------------|--|
| <u>Appeal</u>               | <p><u>A review by CalOptima Health of an adverse benefit determination, which includes one of the following actions:</u></p> <ol style="list-style-type: none"> <li><u>1. A denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for Medical Necessity, appropriateness, setting, or effectiveness of a Covered Service;</u></li> <li><u>2. A reduction, suspension, or termination of a previously authorized service;</u></li> <li><u>3. A denial, in whole or in part, of payment for a service;</u></li> <li><u>4. Failure to provide services in a timely manner; or</u></li> <li><u>5. Failure to act within the timeframes provided in 42 CFR 438.408(b).</u></li> </ol>  |
| Capitated Provider          | Providers that are reimbursed on a capitation basis.   |
| Complaint                   | A dispute from a provider, regardless of contract status, related to any action or inaction by CalOptima Health, a Health Network or any delegated entity.   |
| Complaint Resolution Letter | A written statement explaining the disposition of an Appeal or Complaint based on a review of the facts, relevant information, and documentation.  |
| Corrective Action Plan      | A plan delineating specific identifiable activities or undertakings that address and are designed to correct program deficiencies or problems identified by formal audits or monitoring activities by CalOptima Health, the Centers for Medicare & Medicaid Services (CMS), Department of Health Care Services (DHCS), or designated representatives. FDRs and/or CalOptima Health departments may be required to complete CAPs to ensure compliance with statutory, regulatory, or contractual obligations and any other requirements identified by CalOptima Health and its regulators.  |
| Covered Service             | Those services provided in the Fee-For-Service Medi-Cal program (as set forth in Title 22, CCR, Division 3, Subdivision 1, Chapter 3, beginning with Section 51301), the Child Health and Disability Prevention program (as set forth in Title 17, CCR, Division 1, Chapter 4, Subchapter 13, Article 4, beginning with section 6842), and the California Children's Services (as set forth in Title 22, CCR, Division 2, subdivision 7, and Welfare and Institutions Code, Division 9, Part 3, Chapter 7, Article 2.985, beginning with section 14094.4) under the Whole-Child Model program, to the extent those services are included as Covered Services under CalOptima's Medi-Cal Contract with DHCS and are Medically Necessary, 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 Enhanced Care Management and Community Supports as part of the California Advancing and Innovating Medi-Cal (CalAIM) Initiative (as set forth in the CalAIM 1115 Demonstration & 1915(b) Waiver, DHCS All Plan Letter (APL) 21-012: Enhanced Care Management Requirements and APL 21-017: Community Supports Requirements, and Welfare and Institutions Code, Division 9, Part 3, Chapter 7, Article 5.51, beginning with section 14184.100), or other services as authorized by the CalOptima Board of Directors, which shall be covered for Members notwithstanding whether such benefits are provided under the Fee-For-Service Medi-Cal program. |

| Term  | Definition  |
|---|---|
| Designee                                    | A person selected or designated to carry out a duty or role. The assigned designee is required to be in management or hold the appropriate qualifications or certifications related to the duty or role.  |
| <u>Dispute</u>                              | <u>A claims payment dispute regarding an amount paid that is less than the expected rate.</u>   |
| <u>Grievance</u>                            | <u>An oral or written expression of dissatisfaction about any matter other than an action that is an adverse benefit determination, as identified within the definition of an Appeal, and may include, but is not limited to: the quality of care or services provided, interpersonal relationships with a Provider or CalOptima Health's employee, failure to respect a Member's rights regardless of whether remedial action is requested, and the right to dispute an extension of time proposed by CalOptima Health to make an authorization decision.</u>  |
| Health Networks                             | A Physician Hospital Consortium (PHC), physician group under a shared risk contract, or health care service plan, such as a Health Maintenance Organization (HMO) that contracts with CalOptima Health to provide Covered Services to Members assigned to that Health Network.  |
| Medically Necessary or Medical Necessity    | Reasonable and necessary <del>services</del> <u>Covered Services</u> to protect life, to prevent significant illness or significant disability, or <del>to</del> alleviate severe pain through the diagnosis or treatment of disease, illness, or injury, <u>as required under W&amp;I Code 14059.5(a) and Title 22 CCR Section 51303(a). Medically Necessary services shall include Covered Services necessary to achieve age-appropriate growth and development, and attain, maintain, or regain functional capacity.</u><br><br><u>For Members under 21 years of age, a service is Medically Necessary if it meets the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) standard of medical necessity set forth in Section 1396dI(5) of Title 42 of the United States Code, as required by W&amp;I Code 14059.5(b) and W&amp;I Code Section 14132(v). Without limitation, Medically Necessary services for Members under 21 years of age include Covered Services necessary to achieve or maintain age-appropriate growth and development, attain, regain or maintain functional capacity, or improve, support or maintain the Member's current health condition. CalOptima Health shall determine Medical Necessity on a case-by-case basis, taking into account the individual needs of the child.</u> |
| Member                                      | A Medi-Cal eligible beneficiary as determined by the County of Orange Social Services Agency, the California Department of Health Care Services (DHCS) Medi-Cal Program, or the United States Social Security Administration, who is enrolled in the CalOptima Health program.  |
| Multipurpose Senior Services Program (MSSP) | A California-specific program, the 1915(c) Home and Community-Based Services Waiver that provides Home and Community-Based Services (HCBS) to Medi-Cal eligible individuals who are 65 or older with disabilities as an alternative to nursing facility placement.  |
| Network Provider                            | A Provider that subcontracts with CalOptima Health for the delivery of Medi-Cal Covered Services.   |
| Non-Contracted Provider                     | A Provider who is not obligated by written contract to provide Covered Services to a Member.  |
| Principal Officer                           | Means a president, vice-president, secretary, treasurer, or chairman of the board of a corporation, a sole proprietor, the managing general partner of a partnership, or a person having similar responsibilities or functions.   |

| Term                                 | Definition  |
|--------------------------------------|---|
| Provider                             | A physician, nurse, nurse mid-wife, nurse practitioner, medical technician, physician assistant, hospital, laboratory, ancillary provider, health maintenance organization, or other person or institution that furnishes Covered Services.   |
| Provider <del>Appeal</del> Complaint | <del>A request by a Provider to reconsider a decision whether administrative or medical in nature.</del> <u>The general term used to identify all provider filed request for review, and expressions of, dissatisfaction with any aspect of CalOptima Health or its Health Networks or TPAs. This includes Appeals, Disputes, and Grievances.</u> |
| Provider Grievance Review Panel      | A committee consisting of management level subject matter experts who will review and reach a determination for all requested hearings. The individuals on this panel will vary by case review.   |
| Resolution                           | The appeal or complaint has reached a final conclusion with respect to the Provider's submitted appeal or complaint.  |
| Sanction                             | An action taken by CalOptima Health, including, but not limited to, restrictions, limitations, monetary fines, termination, or a combination thereof, based on an FDR's or its agent's failure to comply with statutory, regulatory, contractual, and/or other requirements related to CalOptima Health Programs.                                 |
| Subcontractor                        | An individual or entity who has a Subcontract with CalOptima Health that relates directly or indirectly to the performance of CalOptima Health's obligations under contract with DHCS.  |
| Third Party Administrator (TPA)      | An individual or entity that has a written agreement with CalOptima Health to perform certain functions and tasks relating to, and necessary for, the delivery of Covered Services.   |

1

Policy: HH.1101  
 Title: **CalOptima Health Provider Complaint**  
 Department: Grievance and Appeals Resolution Services  
 Section: Not Applicable

CEO Approval: /s/

Effective Date: 03/01/1996

Revised Date: TBD

Applicable to: ☒ Medi-Cal  
☐ OneCare  
☐ PACE  
☐ Administrative

## I. PURPOSE

This policy defines the process by which CalOptima Health, Health Networks, and Third-Party Administrators (TPA) address and resolve contracted Provider Complaints, which include, but are not limited to, Provider Disputes, Appeals, and Grievances.

## II. POLICY

- A. CalOptima Health, Health Networks, and TPAs shall maintain a fast, fair, and cost-effective system to process and resolve contracted Provider Complaints, in accordance with applicable statutory, regulatory, and contractual requirements.
- B. Providers shall utilize the Health Network and TPA grievance systems prior to filing a Complaint directly with CalOptima Health, in accordance with this Policy.
- C. Multipurpose Senior Services Program (MSSP) Providers shall submit issues arising out of or related to the contract between CalOptima Health and a MSSP Provider, including but not limited to Disputes, claims, protests of awards or other contractual issues to the CalOptima Health Grievance and Appeals Resolution Services (GARS). GARS Department shall process the Complaints in accordance with the CalOptima Health MSSP-Department of Aging contract.
- D. Complaints related to Appeals of Medical Necessity will be processed in accordance with CalOptima Health Policy HH.1102: Member Grievance
- E. CalOptima Health, Health Networks, and TPAs shall promptly review and investigate Complaints and resolve them, in accordance with the timeframes set forth herein.
- F. CalOptima Health, Health Networks, and TPAs shall not discriminate or retaliate against any Provider (including, but not limited to, terminating the Provider's contract) on grounds that such Provider filed a Complaint, in accordance with CalOptima Health Policy HH.3012: Non-Retaliation for Reporting Violations.

- 1 G. CalOptima Health, Health Networks, and TPAs shall designate a principal officer to be primarily  
2 responsible for the maintenance, oversight, and analysis of trends and preparation of reports related  
3 to Provider Complaints as required by this Policy and applicable regulations.  
4
- 5 H. CalOptima Health, Health Networks, and TPAs shall not impose a deadline for receipt of a Provider  
6 Complaint for a claims payment Dispute that is less than three hundred sixty-five (365) calendar  
7 days after the date of an action or, in the case of inaction, that is less than three hundred sixty-five  
8 (365) calendar days after the time for contesting or denying the claim has expired.  
9
- 10 I. If the Dispute relates to a demonstrable and unfair payment pattern by CalOptima Health, or  
11 CalOptima Health's Capitated Provider, neither CalOptima Health nor the Capitated Provider shall  
12 impose a deadline for the receipt of a Dispute that is less than three hundred sixty-five (365)  
13 calendar days from CalOptima Health's or the capitated Provider's most recent action, or in the case  
14 of inaction, that is less than three hundred sixty-five (365) calendar days after the most recent time  
15 for contesting or denying claims has expired.  
16
- 17 J. CalOptima Health, Health Networks, and TPAs shall not charge a Provider for the cost of  
18 processing a Provider Complaint. Notwithstanding the foregoing, CalOptima Health, Health  
19 Networks, and TPAs shall have no obligation to reimburse a Provider for any costs incurred in  
20 connection with utilizing the Provider Complaint process.  
21
- 22 K. A Health Network and TPA shall make available to CalOptima Health and the Department of  
23 Health Care Services (DHCS) all records, notes, and documents regarding its Provider Complaint  
24 Resolution mechanism(s) and the Resolution of Provider Complaints.  
25
- 26 L. CalOptima Health shall submit an annual report to DHCS that includes but is not limited to the total  
27 number of Providers who have utilized the Dispute mechanism, delineated by Providers, Network  
28 Providers, Subcontractors, and Downstream Subcontractors and a summary of the disposition of  
29 those Disputes.  
30
- 31 M. CalOptima Health shall have the right to extend or stay the implementation of a decision or require  
32 a Health Network or TPA to delay or stay such a decision, in order to allow the affected Provider an  
33 opportunity to file a Complaint under this Policy.  
34
- 35 N. A Provider who seeks to contest any decision made by CalOptima Health pursuant to this Policy is  
36 required to comply with CalOptima Health Policy AA.1217: Legal Claims and Judicial Review, if  
37 applicable.  
38

### 39 **III. PROCEDURE**

#### 40 **A. Submission of a Complaint**

- 41
- 42 1. A Complaint shall contain the following:
- 43
- 44 a. Provider Dispute Resolution (PDR) Form, Appeal, or Dispute Letter and supporting  
45 documents.  
46
- 47 b. Provider name and Provider Identification Number (PIN);  
48
- 49 c. Contact information;  
50
- 51 d. Claim number assigned to the original claim, if applicable;  
52  
53

- e. Clear description of the Dispute;
  - f. Date of service;
  - g. Clear explanation of the basis upon which the Provider believes the action is incorrect;
  - h. If the Complaint involves a bundled group of multiple claims that are substantially similar, identification of the original claim number; and
  - i. If the Complaint involves a Dispute involving a Member or group of Members, the name(s) and identification number(s) and Claim numbers (if applicable) of the Member(s), a clear explanation of the Disputed item(s), includes the date(s) of service, and the Provider's position on the issue(s).
2. A Provider may submit an amended Provider Complaint within thirty (30) business days after the date of receipt of a returned Provider Complaint that is missing required information.
  3. A Provider that has furnished Covered Services to a Member for which a Health Network is financially responsible, or is dissatisfied with any aspect of a Health Network's program, shall file a Complaint with that Health Network prior to filing a Complaint with CalOptima Health within three hundred sixty-five (365) calendar days after the Health Network's action, or in the case of inaction, within three hundred sixty-five (365) calendar days after the time for contesting or denying claims has expired.
  4. A Provider that has furnished Covered Services to a Member is dissatisfied with any aspect of a TPA's program, shall file a Complaint with that TPA prior to filing a Complaint with CalOptima Health within three hundred sixty-five (365) calendar days after the TPA's action, or in the case of inaction, within three hundred sixty-five (365) calendar days after the time for contesting or denying claims has expired.
  5. A Provider may file a Complaint with CalOptima Health as follows:
    - a. The Provider has provided Covered Services to a Member for which CalOptima Health is financially responsible, or is dissatisfied with any aspect of CalOptima Health;
    - b. The Provider has provided Covered Services to a Member for which a Health Network or TPA is financially responsible, is dissatisfied with a Complaint Resolution Letter received from the Health Network or TPA, as set forth in this Policy, and files within the following timeframes:
      - i. Sixty (60) calendar days after the date of the Health Network's or TPA's Complaint Resolution Letter for Complaints related to Medical Necessity; or
      - ii. One hundred eighty (180) calendar days after the date of the Health Network's Complaint Resolution Letter for all other types of Complaints.
  6. A Provider may request additional time but must show good cause for an extension and provide supporting good cause documentation at the time of the request.
- B. CalOptima Health, a Health Network or TPA Complaint Receipt and Resolution
1. Record of Complaint

- 1 a. CalOptima Health or Health Network shall enter into its Complaint tracking system each  
2 Complaint (whether or not complete) received and create an electronic or hard copy file.  
3  
4 b. A TPA shall track and maintain records of each Complaint (whether or not complete) it  
5 receives.  
6  
7 2. Acknowledgement of Complaint  
8  
9 a. CalOptima Health, Health Network or TPA shall acknowledge the receipt of a Complaint in  
10 paper form (whether or not complete) within fifteen (15) business days after the date of  
11 receipt by the office or department designated to receive Complaints.  
12  
13 b. CalOptima Health, Health Network or TPA shall acknowledge the receipt of a Complaint in  
14 electronic form (whether or not complete) within two (2) business days after the date of  
15 receipt by the office or department designated to receive Complaints.  
16  
17 3. Incomplete Complaints  
18  
19 a. CalOptima Health, a Health Network or TPA may return to a Provider any Complaint  
20 lacking the required information or information necessary to determine payer liability that is  
21 in the possession of the Provider and not readily accessible to CalOptima Health, Health  
22 Network or TPA.  
23  
24 b. The returned Complaint shall clearly identify, in writing, the missing reasonably relevant  
25 information or information necessary to determine payer liability. In no event shall  
26 CalOptima Health, a Health Network or TPA request the Provider to resubmit claim  
27 information that the Provider previously and appropriately submitted to CalOptima Health,  
28 the Health Network or TPA as part of the claims adjudication process, except in those cases  
29 in which the claim documentation was returned to the Provider.  
30  
31 4. Investigation and Resolution of Complaints  
32  
33 a. Investigation  
34  
35 i. CalOptima Health, a Health Network or TPA shall promptly investigate a Complaint by  
36 consulting, as applicable, with the appropriate departments at CalOptima Health, the  
37 Health Network department(s), or TPA responsible for the services or operations that  
38 are the subject of the Complaint (e.g., Contracting, Utilization Management, Claims).  
39  
40 ii. The applicable CalOptima Health, Health Network or TPA department(s) shall  
41 investigate the factual matters that are the subject of the Complaint and shall report  
42 factual findings and a proposed resolution to CalOptima Health or Health Network  
43 Grievance staff within ten (10) business days after initial receipt of the Complaint.  
44  
45 iii. The applicable CalOptima Health, Health Network or TPA department shall use the  
46 Complaint Referral and Investigation Request Form, or a similar form, to report  
47 findings and proposed resolutions to the CalOptima Health or Health Network  
48 Grievance staff, as set forth in this Policy.  
49  
50 iv. CalOptima Health may request that the Provider submit any written materials relevant  
51 to the Provider's Complaint.  
52

- 1 v. If the Provider is appealing a Health Network or TPA Complaint Resolution Letter,  
2 CalOptima Health shall review the Health Network or TPA Complaint file.  
3
- 4 b. Resolution
- 5
- 6 i. CalOptima Health, a Health Network or TPA shall resolve and issue a Complaint  
7 Resolution Letter for each Complaint it receives within forty-five (45) business days  
8 after the date of receipt of the Complaint or amended Complaint, in accordance with  
9 applicable laws, including those regulatory provisions identified in Title 28, California  
10 Code of Regulations, §1300.71.38(f).  
11
- 12 ii. The Complaint Resolution Letter shall describe the pertinent facts of the Complaint, the  
13 reasons for a CalOptima Health, Health Network or TPA determination, and applicable  
14 Provider Appeal rights, including the following:  
15
- 16 a) For Complaints related to Medical Necessity, the right to Appeal the determination  
17 to the GARS Department within sixty (60) calendar days after the date of the  
18 Health Network or TPA Complaint Resolution Letter; or  
19
- 20 b) For other Complaints, the right to request a Legal Claim pursuant to CalOptima  
21 Health CalOptima Health Policy AA.1217: Legal Claims and Judicial Review.  
22
- 23 c. Implementation of Complaint Resolution
- 24
- 25 i. CalOptima Health and its Health Networks or TPA shall take immediate action to  
26 implement the determinations set forth in a Complaint Resolution Letter.  
27
- 28 ii. If the Complaint or amended Complaint is determined in whole or in part in favor of the  
29 Provider, the Health Network shall pay:  
30
- 31 a) Any outstanding monies that it determines to be due; and  
32
- 33 b) All interest and penalties required within five (5) business days after the date of the  
34 Complaint Resolution Letter, pursuant to CalOptima Health Policy HH.2015:  
35 Health Networks Claims Processing.  
36
- 37 iii. Accrual of interest and penalties for the payment of any resolved Complaints shall  
38 commence on the day following the expiration of the time for reimbursement.  
39
- 40 a. Resolution of Complaints submitted by Provider to CalOptima Health  
41
- 42 i. GARS staff shall review the factual findings, proposed Resolution, and any other  
43 relevant information, and shall issue a decision with respect to the Complaint or  
44 amended Complaint, in accordance with CalOptima Health Policy HH.1109:  
45 Complaints Decision Matrix.  
46
- 47 ii. Within forty-five (45) business days after receipt of the Complaint or amended  
48 Complaint, GARS staff shall send a Complaint Resolution Letter to the Provider.  
49
- 50 b. Implementation of Resolution by CalOptima Health  
51

- i. CalOptima Health may take immediate action, or, as appropriate, require that a Health Network or TPA take immediate action to implement the decision set forth in CalOptima Health's Complaint Resolution Letter.
- ii. If the Complaint is a payment-related issue, and CalOptima Health determines that a Health Network is financially responsible, the Health Network shall make payment in the amount specified by CalOptima Health to the Provider within five (5) business days after the date of CalOptima Health's Complaint Resolution Letter. The Health Network shall send written proof of payment to GARS staff.
- iii. If the Health Network does not pay the claim as required by this Policy, CalOptima Health shall pay the claim on behalf of the Health Network and shall deduct from the Health Network's capitation payment the amount paid on behalf of the Health Network plus the greater of a two hundred fifty-dollar (\$250.00) administrative fee or ten percent (10%) of the amount paid.
- iv. If the Complaint is a payment-related issue, and CalOptima Health determines that a TPA is financially responsible, the TPA shall make payment in the amount specified by CalOptima Health to the Provider within five (5) business days after the date of CalOptima Health's Complaint Resolution Letter. The TPA shall send written proof of payment to GARS staff.

#### C. CalOptima Health Responsible Staff

1. The GARS Director shall have primary responsibility for the maintenance of the Provider Complaint process.
2. The CalOptima Health Chief Operations Officer shall have primary responsibility for the oversight and review of operations, and for identifying any emergent patterns of Complaints to improve administrative capacity, provider relations, claims payment procedures, and Member care.

#### D. CalOptima Health Monitoring

1. CalOptima Health, Health Networks and TPAs shall continuously monitor for trends and systemic issues. If any trends are identified, a performance or corrective action plan shall be developed to address the trend. CalOptima Health shall monitor for performance improvement.
2. On an annual basis, CalOptima Health shall assess all Disputes received to identify any overall trends or systemic issues and identify the root cause. Based on this annual assessment, CalOptima Health shall develop a plan to address each trend or system issue identified. This report shall be submitted annually to DHCS.
3. If CalOptima Health determines that a Health Network has failed to comply with any requirements of this Policy, CalOptima Health may take appropriate action, including, but not limited to, imposing Corrective Action Plans or Sanctions against the Health Network under CalOptima Health Policies HH.2005: Corrective Action Plan, and HH.2002: Sanctions.
4. CalOptima Health shall monitor a TPA in accordance with CalOptima Health policy.

#### E. Notices, Records, and Reports

1. Notice to Providers of Complaint Procedure

- 1
- 2 a. CalOptima Health and Health Networks shall include a reference to this Policy in each
- 3 Provider contract.
- 4
- 5 b. CalOptima Health and Health Networks shall notify Non-Contracted Providers of the
- 6 availability of a Provider Complaint process. This notification may be satisfied through the
- 7 Health Network's routine Provider communication processes, including, but not limited to,
- 8 newsletters, bulletins, policy and procedure manuals, remittance advice notices, and
- 9 Websites.
- 10
- 11 2. Records
- 12
- 13 a. CalOptima Health, Health Networks, and TPAs shall maintain written records of each
- 14 Complaint, including at least the following information: date of receipt, Provider's name;
- 15 name(s) of staff who received the Complaint and is designated as the contact person,
- 16 description of the Complaint, medical records, documents, evidence of coverage and other
- 17 relevant information upon which CalOptima Health, Health Networks, and TPAs relied on
- 18 in reaching its decision and disposition for ten (10) years.
- 19
- 20 b. CalOptima Health, Health Networks and TPAs shall retain written records of each
- 21 Complaint, including copies of all Complaints and responses thereto, including all notes,
- 22 documents, and other information upon which CalOptima Health, the Health Network, or
- 23 TPA relied upon to reach its decision for a period of ten (10) years following the
- 24 termination of their contracts with CalOptima Health. A Health Network and TPA shall
- 25 make records for the last two (2) years available on-site.
- 26
- 27 c. A Health Network and TPA shall make available warehoused or stored records within five
- 28 (5) business days after a request for such records by CalOptima Health or DHCS.
- 29
- 30 3. Reporting Provider Complaint Activity
- 31
- 32 a. At a maximum, on a monthly basis, a Health Network shall submit to the CalOptima Health
- 33 Audit & Oversight Department.
- 34
- 35 b. Each claim within a Complaint that has bundled substantially similar claims Disputes must
- 36 be listed separately as individual Complaints (including original claim numbers) on the
- 37 report.
- 38
- 39 c. A Principal Officer shall sign the report certifying that the report is true and correct, to the
- 40 best of their knowledge and belief.
- 41
- 42 F. Other Provider Rights. In addition to any rights set forth in this Policy and allowed by law, a
- 43 Provider also has the following rights:
- 44
- 45 1. Claim Resubmission. Prior to filing a Complaint related to payment of a claim, a Provider may
- 46 resubmit the claim to the Health Network or TPA, as appropriate, in accordance with the
- 47 applicable Health Network, or TPA, claim resubmission policy.
- 48
- 49 2. Provider's Right to Hearing
- 50
- 51 a. Request for Hearing
- 52

- 1 i. A Provider that Disputes recoupment of funds based upon audit findings of  
2 overpayments, the imposition of Sanctions or penalties, or suspension or termination of  
3 the Provider's participation in CalOptima Health, a Health Network or TPA, may  
4 request a hearing before the Provider Grievance Review Panel if:  
5  
6 a) The Provider has received a Complaint Resolution Letter from CalOptima Health;  
7 or  
8  
9 b) The Provider has received a Complaint Resolution Letter from a Health Network or  
10 TPA and pursues a hearing in lieu of filing a written Complaint to CalOptima  
11 Health under Section III.A of this Policy.  
12  
13 ii. No other hearings are provided under this Policy.  
14  
15 iii. A Provider may submit to GARS staff a written request for hearing within fifteen (15)  
16 calendar days after CalOptima Health's, a Health Network's or TPA's issuance of a  
17 Complaint Resolution Letter. The written request shall set forth with specificity the  
18 reasons for the hearing, including if the Provider challenges:  
19  
20 a) The factual basis of the decision, and if so, which facts in particular;  
21  
22 b) The legal basis for the decision; or  
23  
24 c) The reasonableness of the decision, Sanctions, or penalties imposed.  
25  
26 b. Acknowledgment of Request for Hearing  
27  
28 i. Upon receipt of a request for hearing, CalOptima Health shall set a hearing date to be  
29 held within thirty (30) calendar days after receipt of the request.  
30  
31 ii. CalOptima Health shall send to the Provider a Hearing Acknowledgment Letter within  
32 five (5) calendar days after the Provider's request for a hearing, setting forth the date,  
33 time, and location of the hearing.  
34  
35 c. Hearing  
36  
37 i. The purpose of the hearing is to afford the Provider an opportunity to contest the factual  
38 or legal basis of the decision, or the reasonableness of the decision.  
39  
40 ii. The hearing is intended to be informal in nature. Formal rules of evidence and  
41 discovery do not apply. There shall be no cross-examination of witnesses. The Provider,  
42 CalOptima Health, Health Network, and TPA, as appropriate, shall have the  
43 opportunity to present oral testimony and documentary evidence.  
44  
45 iii. The Provider Grievance Review Panel shall select a hearing officer to preside at the  
46 hearing. The hearing officer may, from time to time, establish hearing guidelines  
47 governing the hearing procedure. The hearing officer may ask questions to any party at  
48 the hearing and shall ensure proper decorum at the hearing.  
49  
50 iv. The hearing officer may cause a recording of the hearing to be made, either by tape  
51 recording or providing a court reporter service.  
52

- v. After the conclusion of the hearing, the Provider Grievance Review Panel may adopt, reject, or modify, in whole or in part, the actions addressed at the hearing. The hearing officer shall send the Provider Grievance Review Panel's written decision to the Provider, Health Network, and TPA, as appropriate, within forty-five (45) calendar days after the close of the hearing. The decision shall be effective on the date issued by the hearing officer.

#### IV. ATTACHMENT(S)

Not Applicable

#### V. REFERENCE(S)

- A. CalOptima Health Contract with the Department of Health Care Services
- B. CalOptima Health Contract with the California Department of Aging (CDA)
- C. CalOptima Health Contract for Health Care Services
- D. California Health and Safety Code, § 1367(h)
- E. California Welfare and Institutions Code § 14094.15(d)
- F. Title 28, California Code of Regulations (C.C.R.), §1300.71.38
- G. CalOptima Health Policy AA.1217: Legal Claims and Judicial Review
- H. CalOptima Health Policy FF.1001: Capitation Payments
- I. CalOptima Health Policy HH.1102: Member Grievance
- J. CalOptima Health Policy HH.1109: Compliant Decision Matrix
- K. CalOptima Health Policy HH.2002: Sanctions
- L. CalOptima Health Policy HH.2005: Corrective Action Plan
- M. CalOptima Health Policy HH.2015: Health Networks Claims Processing
- N. CalOptima Health Policy HH.3012: Non-Retaliation for Reporting Violations

#### VI. REGULATORY AGENCY APPROVAL(S)

| Date       | Regulatory Agency                         | Response              |
|------------|---|-----------------------|
| 07/16/2010 | Department of Health Care Services (DHCS) | Approved as Submitted |
| 04/30/2014 | Department of Health Care Services (DHCS) | Approved as Submitted |
| 03/11/2019 | Department of Health Care Services (DHCS) | Approved as Submitted |
| 11/09/2022 | Department of Health Care Services (DHCS) | File and Use          |
| 01/27/2023 | Department of Health Care Services (DHCS) | Approved as Submitted |
| TBD        | Department of Health Care Services (DHCS) | TBD                   |

#### VII. BOARD ACTION(S)

| Date       | Meeting  |
|------------|--|
| 09/23/1997 | Regular Meeting of the CalOptima Board of Directors        |
| 02/01/2005 | Regular Meeting of the CalOptima Board of Directors        |
| TBD        | Regular Meeting of the CalOptima Health Board of Directors |

#### VIII. REVISION HISTORY

| Action    | Date       | Policy  | Policy Title  | Program(s) |
|-----------|------------|---------|---|------------|
| Effective | 03/01/1996 | EE.1113 | CalOptima Contractor Grievance Policy and Procedure | Medi-Cal   |

| Action   | Date       | Policy  | Policy Title                        | Program(s) |
|----------|------------|---------|-------------------------------------|------------|
| Revised  | 09/01/1998 | EE.1113 | CalOptima Provider Complaint        | Medi-Cal   |
| Revised  | 11/01/2000 | HH.1101 | CalOptima Provider Complaint        | Medi-Cal   |
| Revised  | 08/01/2001 | HH.1101 | CalOptima Provider Complaint        | Medi-Cal   |
| Revised  | 01/01/2003 | HH.1101 | CalOptima Provider Complaint        | Medi-Cal   |
| Revised  | 01/01/2004 | HH.1101 | CalOptima Provider Complaint        | Medi-Cal   |
| Revised  | 02/01/2005 | HH.1101 | CalOptima Provider Complaint        | Medi-Cal   |
| Revised  | 01/01/2010 | HH.1101 | CalOptima Provider Complaint        | Medi-Cal   |
| Revised  | 01/01/2013 | HH.1101 | CalOptima Provider Complaint        | Medi-Cal   |
| Revised  | 09/01/2013 | HH.1101 | CalOptima Provider Complaint        | Medi-Cal   |
| Reviewed | 09/01/2014 | HH.1101 | CalOptima Provider Complaint        | Medi-Cal   |
| Revised  | 07/01/2016 | HH.1101 | CalOptima Provider Complaint        | Medi-Cal   |
| Revised  | 08/01/2018 | HH.1101 | CalOptima Provider Complaint        | Medi-Cal   |
| Revised  | 10/01/2019 | HH.1101 | CalOptima Provider Complaint        | Medi-Cal   |
| Revised  | 10/01/2022 | HH.1101 | CalOptima Health Provider Complaint | Medi-Cal   |
| Revised  | 01/01/2023 | HH.1101 | CalOptima Health Provider Complaint | Medi-Cal   |
| Revised  | TBD        | HH.1101 | CalOptima Health Provider Complaint | Medi-Cal   |

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1 IX. GLOSSARY

2

| Term                        | Definition  |
|-----------------------------|---|
| Appeal                      | <p>A review by CalOptima Health of an adverse benefit determination, which includes one of the following actions:</p> <ol style="list-style-type: none"> <li>1. A denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for Medical Necessity, appropriateness, setting, or effectiveness of a Covered Service;</li> <li>2. A reduction, suspension, or termination of a previously authorized service;</li> <li>3. A denial, in whole or in part, of payment for a service;</li> <li>4. Failure to provide services in a timely manner; or</li> <li>5. Failure to act within the timeframes provided in 42 CFR 438.408(b).</li> </ol>   |
| Capitated Provider          | Providers that are reimbursed on a capitation basis.  |
| Complaint                   | A dispute from a provider, regardless of contract status, related to any action or inaction by CalOptima Health, a Health Network or any delegated entity.  |
| Complaint Resolution Letter | A written statement explaining the disposition of an Appeal or Complaint based on a review of the facts, relevant information, and documentation.   |
| Corrective Action Plan      | A plan delineating specific identifiable activities or undertakings that address and are designed to correct program deficiencies or problems identified by formal audits or monitoring activities by CalOptima Health, the Centers for Medicare & Medicaid Services (CMS), Department of Health Care Services (DHCS), or designated representatives. FDRs and/or CalOptima Health departments may be required to complete CAPs to ensure compliance with statutory, regulatory, or contractual obligations and any other requirements identified by CalOptima Health and its regulators.   |
| Covered Service             | <p>Those services provided in the Fee-For-Service Medi-Cal program (as set forth in Title 22, CCR, Division 3, Subdivision 1, Chapter 3, beginning with Section 51301), the Child Health and Disability Prevention program (as set forth in Title 17, CCR, Division 1, Chapter 4, Subchapter 13, Article 4, beginning with section 6842), and the California Children's Services (as set forth in Title 22, CCR, Division 2, subdivision 7, and Welfare and Institutions Code, Division 9, Part 3, Chapter 7, Article 2.985, beginning with section 14094.4) under the Whole-Child Model program, to the extent those services are included as Covered Services under CalOptima's Medi-Cal Contract with DHCS and are Medically Necessary, 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 Enhanced Care Management and Community Supports as part of the California Advancing and Innovating Medi-Cal (CalAIM) Initiative (as set forth in the CalAIM 1115 Demonstration &amp; 1915(b) Waiver, DHCS All Plan Letter (APL) 21-012: Enhanced Care Management Requirements and APL 21-017: Community Supports Requirements, and Welfare and Institutions Code, Division 9, Part 3, Chapter 7, Article 5.51, beginning with section 14184.100), or other services as authorized by the CalOptima Board of Directors, which shall be covered for Members notwithstanding whether such benefits are provided under the Fee-For-Service Medi-Cal program.</p> |

| <b>Term</b>                                 | <b>Definition</b>   |
|---|---|
| Designee                                    | A person selected or designated to carry out a duty or role. The assigned designee is required to be in management or hold the appropriate qualifications or certifications related to the duty or role.  |
| Dispute                                     | A claims payment dispute regarding an amount paid that is less than the expected rate.  |
| Grievance                                   | An oral or written expression of dissatisfaction about any matter other than an action that is an adverse benefit determination, as identified within the definition of an Appeal, and may include, but is not limited to: the quality of care or services provided, interpersonal relationships with a Provider or CalOptima Health's employee, failure to respect a Member's rights regardless of whether remedial action is requested, and the right to dispute an extension of time proposed by CalOptima Health to make an authorization decision.   |
| Health Networks                             | A Physician Hospital Consortium (PHC), physician group under a shared risk contract, or health care service plan, such as a Health Maintenance Organization (HMO) that contracts with CalOptima Health to provide Covered Services to Members assigned to that Health Network.  |
| Medically Necessary or Medical Necessity    | <p>Reasonable and necessary Covered Services to protect life, to prevent significant illness or significant disability, or alleviate severe pain through the diagnosis or treatment of disease, illness, or injury, as required under W&amp;I Code 14059.5(a) and Title 22 CCR Section 51303(a). Medically Necessary services shall include Covered Services necessary to achieve age-appropriate growth and development, and attain, maintain, or regain functional capacity.</p> <p>For Members under 21 years of age, a service is Medically Necessary if it meets the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) standard of medical necessity set forth in Section 1396dI(5) of Title 42 of the United States Code, as required by W&amp;I Code 14059.5(b) and W&amp;I Code Section 14132(v). Without limitation, Medically Necessary services for Members under 21 years of age include Covered Services necessary to achieve or maintain age-appropriate growth and development, attain, regain or maintain functional capacity, or improve, support or maintain the Member's current health condition. CalOptima Health shall determine Medical Necessity on a case-by-case basis, taking into account the individual needs of the child.</p> |
| Member                                      | A Medi-Cal eligible beneficiary as determined by the County of Orange Social Services Agency, the California Department of Health Care Services (DHCS) Medi-Cal Program, or the United States Social Security Administration, who is enrolled in the CalOptima Health program.  |
| Multipurpose Senior Services Program (MSSP) | A California-specific program, the 1915(c) Home and Community-Based Services Waiver that provides Home and Community-Based Services (HCBS) to Medi-Cal eligible individuals who are 65 or older with disabilities as an alternative to nursing facility placement.  |
| Network Provider                            | A Provider that subcontracts with CalOptima Health for the delivery of Medi-Cal Covered Services.   |
| Non-Contracted Provider                     | A Provider who is not obligated by written contract to provide Covered Services to a Member.  |
| Principal Officer                           | Means a president, vice-president, secretary, treasurer, or chairman of the board of a corporation, a sole proprietor, the managing general partner of a partnership, or a person having similar responsibilities or functions.   |

| <b>Term</b>                     | <b>Definition</b>   |
|---------------------------------|---|
| Provider                        | A physician, nurse, nurse mid-wife, nurse practitioner, medical technician, physician assistant, hospital, laboratory, ancillary provider, health maintenance organization, or other person or institution that furnishes Covered Services.   |
| Provider Complaint              | The general term used to identify all provider filed request for review, and expressions of, dissatisfaction with any aspect of CalOptima Health or its Health Networks or TPAs. This includes Appeals, Disputes, and Grievances.   |
| Provider Grievance Review Panel | A committee consisting of management level subject matter experts who will review and reach a determination for all requested hearings. The individuals on this panel will vary by case review.   |
| Resolution                      | The appeal or complaint has reached a final conclusion with respect to the Provider's submitted appeal or complaint.  |
| Sanction                        | An action taken by CalOptima Health, including, but not limited to, restrictions, limitations, monetary fines, termination, or a combination thereof, based on an FDR's or its agent's failure to comply with statutory, regulatory, contractual, and/or other requirements related to CalOptima Health Programs. |
| Subcontractor                   | An individual or entity who has a Subcontract with CalOptima Health that relates directly or indirectly to the performance of CalOptima Health's obligations under contract with DHCS.  |
| Third Party Administrator (TPA) | An individual or entity that has a written agreement with CalOptima Health to perform certain functions and tasks relating to, and necessary for, the delivery of Covered Services.   |

1



Policy: FF.2001  
Title: **Claims Processing for Covered Services for which CalOptima Health is Financially Responsible**

Department: Claims Administration  
Section: Not Applicable

CEO Approval: /s/

Effective Date: 01/01/2007

Revised Date: **TBD**

Applicable to: ☒ Medi-Cal  
☐ OneCare  
☐ PACE  
☐ Administrative

## I. PURPOSE

This policy describes the process by which CalOptima Health ensures timely and accurate processing of claims for Covered Services for which CalOptima Health is financially responsible.

## II. POLICY

- A. CalOptima Health shall process claims in compliance with Title 42, United States Code (U.S.C.), Section 1396a(a)(37), and Health and Safety Code Sections 1371 through 1371.39.
- B. CalOptima Health shall establish and maintain administrative processes, or contract with a claims processing organization, to accept and adjudicate claims for health care services provided to Members, in accordance with the provisions of this Policy and the California Code of Regulations.
- C. CalOptima Health shall ensure timely compliance with claims payment obligations and claims settlement practices.
- D. CalOptima Health shall not impose a deadline for the receipt of a claim that is less than ninety (90) calendar days for a participating Provider or one hundred and eighty (180) calendar days for a non-participating Provider, after the date of service, except as required by state or federal law or regulation.
- E. CalOptima Health shall identify and acknowledge the receipt of each claim, whether or not it is a Complete Claim, and disclose the recorded date of receipt. CalOptima Health may provide an electronic method of notification, by which the Provider may readily confirm CalOptima Health's receipt of the claim and the recorded date of receipt within fifteen (15) business days of receipt of the claim.
- F. CalOptima Health may review a claim for National Correct Coding Initiative (NCCI) edits and may contest or deny a claim based on improper coding. CalOptima Health may subcontract with a third-party vendor to review claims for NCCI edits and improper billing practices.
- G. Claims Processing Timelines

1. CalOptima Health shall process and adjudicate ninety percent (90%) of Clean Claims for Covered Services within thirty (30) calendar days after CalOptima Health's receipt of such Clean Claims.
  2. CalOptima Health shall process and adjudicate ninety-nine (99%) of claims for Covered Services within ninety (90) calendar days after CalOptima Health's receipt of such claim.
  3. CalOptima Health shall notify a Provider of an Unclean Claim for Covered Services, within forty-five (45) business days after receipt of such claim. If CalOptima Health fails to notify the Provider of the Unclean Claim, CalOptima Health shall consider the claim a Clean Claim, and shall pay, in accordance with the timelines for Clean Claims as set forth in this Policy.
- H. CalOptima Health shall reimburse a Provider claim for Covered Services for which CalOptima Health is responsible, in accordance with CalOptima Health Policy FF.1003: Payment for Covered Services Rendered to a Member of CalOptima Health Direct, or a Member Enrolled in a Shared Risk Group. Covered Services shall include payment for Emergency and Family Planning Services which do not require authorization.
- I. CalOptima Health shall have a process to recoup Overpayments made to Providers and suppliers when claims payments exceed the allowed amount.
1. CalOptima Health may recoup Overpayments for a look-back period not to exceed six (6) years from current calendar year.
  2. The six (6) year time limit shall not apply if the Overpayment was caused in whole, or in part, by ~~fraud~~Fraud, or misrepresentation, on the part of the Provider.
  3. Failure to timely repay Overpayments will result in the addition of interest charges.
- J. CalOptima Health shall not request reimbursement for the Overpayment of a claim, including requests made pursuant to Health and Safety Code, Section 1371.1, unless CalOptima Health sends a written request for reimbursement to the Provider within six (6) years from the date the Overpayment was made.
- K. CalOptima Health shall pay interest and applicable penalties on all uncontested claims not paid within forty-five (45) business days, in accordance with Section III.G. of this Policy. The interest is determined by Health and Safety Code, Section 1371 or 1371.35, whichever is applicable.
- L. CalOptima Health shall not improperly deny, adjust, or contest a claim, and shall provide a clear and accurate written explanation of the specific reasons for the action taken.
- M. CalOptima Health may contest or deny a claim, or portion thereof, by notifying the Provider, in writing, that the claim is contested or denied, within forty-five (45) business days after the date of receipt of the claim by CalOptima Health.
- ~~N. CalOptima Health shall establish and maintain a fair, fast, and cost-effective Provider dispute process. CalOptima Health shall annually make available to the Department of Health Care Services (DHCS) all records, notes, and documents regarding its Provider dispute resolution mechanism(s) and the resolution of its Provider disputes.~~
- ~~O.N.~~ CalOptima Health shall not engage in any practices, policies, or procedures that may constitute a basis for a finding of a demonstrable and unjust payment pattern or unfair payment pattern that

results in repeated delays in the adjudication and correct reimbursement of a Provider claim.

~~P.O.~~ CalOptima Health shall submit all required reports and documents regarding claims payment practices and claims settlement practices to ~~DHCS~~ Department of Health Care Services (DHCS).

~~Q.P.~~ CalOptima Health shall identify and process Overpayment recoveries in accordance with applicable statutory, regulatory and contractual requirements, as well as regulatory guidance, CalOptima Health Policy HH.5000: Provider Overpayment Investigation and Determination, and Section III.I. of this Policy.

~~R.Q.~~ CalOptima Health shall maintain procedures for pre-payment and post-payment claims review, including review of any data associated with Providers, Members, and Covered Services for which payment is claimed.

~~S.R.~~ CalOptima Health shall maintain sufficient claims processing, tracking and payment systems capability to comply with applicable State and Federal laws, regulations, and Contract requirements, to determine status of received claims and to estimate incurred and unreported claims amounts.

~~T.S.~~ DHCS may impose Corrective Action Plans (CAPs) as well as administrative and/or monetary sanctions for non-compliance with any of the following outlined procedures in this policy.

T. CalOptima Health shall establish and maintain a fair, fast, and cost-effective Provider Dispute process. CalOptima Health shall annually make available to DHCS all records, notes, and documents regarding its Provider Dispute resolution mechanisms and the resolution of its Provider Disputes.

U. CalOptima Health's Claims Administration Department shall inform a Provider in the remittance advice of their right to file a Complaint with CalOptima Health's Grievance and Appeals Resolution Services (GARS) Department, in accordance with CalOptima Health Policy HH.1101: CalOptima Health Provider Complaint.

### III. PROCEDURE

A. A Provider shall verify a Member's eligibility to receive Covered Services, in accordance with CalOptima Health Policy DD.2003: Member Identification and Eligibility Verification.

B. For Members assigned to CalOptima Health Direct Administrative (COD-A) or CalOptima Health Community Network (CCN), a Provider shall obtain authorization for Covered Services, in accordance with CalOptima Health Policies GG.1500: Authorization Instructions for CalOptima Health Direct and CalOptima Health Community Network Providers, and GG.1508: Authorization and Processing of Referrals.

C. Members with Other Health Coverage or Medicare

1. If a Member has Other Health Coverage (OHC) or Medicare, a Provider shall submit a claim for Covered Services provided to the Member to the Other Health Coverage or Medicare prior to submitting the claim to CalOptima Health, in accordance with CalOptima Health Policy FF.2003: Coordination of Benefits.
2. CalOptima Health processes Crossover Claims for Members with secondary benefits under Medi-Cal. A Provider may submit Crossover Claims to CalOptima Health, in accordance with

the Medi-Cal Provider Manual guidelines for Crossover Claims.

3. If a claim is received and is lacking the required OHC documentation, the claim shall be returned to the Provider and handled as a corrected claim once the documentation is received.

#### D. Claims Submission

1. A Provider shall utilize the following standard forms for submitting claims for Covered Services:
  - a. A Provider shall use the CMS-1500 (Attachment A) when submitting a claim for professional services and supplies;
  - b. A Provider shall use the UB-04 Form (Attachment B) when submitting a claim for hospital inpatient or outpatient services;
  - c. An Intermediate Care Facility (ICF) or Skilled Nursing Facility (SNF) shall use the LTC-25-1 Claim Form (Attachment C) when submitting a claim for long-term care services; and
  - d. For Child Health and Disability Prevention Program (CHDP) services, a Provider shall use the appropriate CMS-1500 (Attachment A) or UB-04 Claim Form (Attachment B) and standard CPT and HCPCS codes when submitting a claim for Pediatric Preventive Services. Claims for COD-A or CCN Members shall continue to be submitted to CalOptima Health, while claims for delegated Health Network Members shall be submitted to the appropriate Health Network.
2. A Provider shall submit a claim on the appropriate form with supporting documentation, including required prior authorizations and proof of Medicare or Other Health Coverage payment or denial.
3. A Provider may submit invoices, electronic or paper claims to CalOptima Health for Covered Services.
  - a. A Provider may elect to submit electronic claims to CalOptima Health utilizing the process outlined in the CalOptima Health Provider Manual, Section H3: Electronic Claim Submissions. ~~In the CalOptima Health Provider Manual, Direct, Shared risk and OneCare (HMO D-SNP) Claims.~~ This is located on the Provider section of the CalOptima Health website.
  - b. A Provider who submits a paper claim shall submit the original claim form and retain a copy for the Provider's files. CalOptima Health shall not accept carbon copies, photocopies, computer generated copies, or facsimiles of paper claims.
  - c. A Provider may submit paper claims to CalOptima Health by mail, or in person, at the following addresses:
    - i. By mail:  
Attn: Claims Department  
CalOptima Health  
Post Office Box 11037  
Orange CA 92856
    - ii. In person:

Attn: Claims Department  
CalOptima Health  
505 City Parkway West  
Orange CA 92868

4. A Provider shall bill accordingly for services rendered based on bill type and specialty. Claims elements include but are not limited to the following:
- a. Member Information;
  - b. Provider of Service;
  - c. Date of Service;
  - d. Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS);
  - e. Applicable Revenue code (Institutional only);
  - f. Applicable modifier (information and/or financial when required);
  - g. Place of Service;
  - h. Service Units; and
  - i. Billed Charges.

E. Claim Filing Deadlines

1. A Provider shall submit a claim for Covered Services within three hundred sixty-five (365) calendar days after the month of the date of service.
2. If CalOptima Health is not the primary payer under coordination of benefits, CalOptima Health shall not impose a deadline for submitting supplemental or coordination of benefits claims to CalOptima Health that is less than ninety (90) calendar days from the date of payment or date of contest, date of denial, or notice from the primary payer.

F. Misdirected Claims

1. For a Provider claim involving Emergency Services or Family Planning Services that is incorrectly sent to CalOptima Health, CalOptima Health shall forward the claim to the appropriate Health Network within ten (10) business days after receipt of the claim.
2. For a Provider Claim that does not involve Emergency Services or Family Planning Services that is incorrectly sent to CalOptima Health, and the Provider that filed the claim is a participating Provider, CalOptima Health shall either:
  - a. Send the Provider a notice of denial via a remittance advice, within forty-five (45) business days, with instructions to bill the Health Network; or
  - b. Forward the claim to the appropriate Health Network, within ten (10) business days of the receipt of the claim.

3. In all other cases, for claims incorrectly sent to CalOptima Health, CalOptima Health shall forward the claim to the appropriate Health Network within ten (10) business days of the receipt of the claim.

#### G. Interest on Late Claims

1. Interest shall begin to accrue on the forty-sixth (46th) business day following receipt of the claim and is calculated based on calendar days.
2. CalOptima Health shall automatically include for late payment on a Complete Claim for Emergency Services the greater of fifteen dollars (\$15) for each twelve (12) month period or portion thereof, on a non-prorated basis, or interest at the rate of fifteen percent (15%) per annum for the period of time that the payment is late.
3. CalOptima Health shall automatically include for late payments on all other claims other than Complete Claims for Emergency Services, interest at the rate of fifteen percent (15%) per annum for the period of time that the payment is late.
4. If the interest due on an individual claim is less than two dollars (\$2), CalOptima Health may wait until the close of the calendar month and make a lump interest payment for all late claim payments during that time period. CalOptima Health shall make lump interest payments within ten (10) calendar days of the calendar month's end.
5. If CalOptima Health fails to automatically include the interest due on a late claim payment, CalOptima Health shall pay the Provider a ten dollar (\$10) penalty for that late claim, in addition to any interest amount due.

#### H. Denying, Adjusting, or Contesting a Claim

1. In the event that CalOptima Health requests reasonably relevant information from a Provider; in addition to information that the Provider submits with a claim, CalOptima Health shall provide a clear, accurate, and written explanation of the necessity for the request.
2. If CalOptima Health fails to provide the Provider with timely written notice that a claim has been contested or denied ~~pursuant to Section III.K. of this Policy within the allowable time period~~, or requests information ~~from the Provider that is not reasonably relevant information, or requests information from a third party that is in excess of the information~~ necessary to determine payer liability, but ultimately pays the claim in whole or in part, CalOptima Health shall compute the interest or impose a penalty, pursuant to Section III.G. of this Policy.
3. A request for information necessary to determine payer liability from a third party shall not extend the time for reimbursement or the time for contesting or denying claims. CalOptima Health shall either contest or deny, in writing and within the time frames set forth in Section III.G. of this Policy, incomplete claims and claims for which information necessary to determine payer liability that has been requested, which are held or pended awaiting receipt of additional information. CalOptima Health shall identify in the denied or contested claim, the individual or entity that was requested to submit information, the specific documents requested, and the reason(s) why the information is necessary to determine payer liability.
4. If CalOptima Health subsequently denies the claim based on the Provider's failure to provide the requested medical records or other information, any ~~dispute~~Provider Dispute arising from the

denial of such claim shall be handled ~~as a Provider dispute~~, in accordance with Title 28, California Code of Regulations, Section 1300.71.38.

5. Any claim submitted by a Provider that is flagged as “Do Not Pay” in the Provider Data Systems database will be denied.

a. A “Do Not Pay” flag is entered into the Provider Data System for:

- i. Excluded Network Providers or Subcontractors for services provided after the effective date of the suspension or exclusion.
- ii. Decertified or suspended LTC Facilities for all services provided after the effective date of the suspension or exclusion.
- iii. Network Providers or Subcontractors for services on payment suspensions until payment suspension or exclusion has been lifted.

#### I. Reimbursement for the Overpayment of Claims

##### 1. Overpayment Identified by Providers

- a. A Provider shall report to CalOptima Health when it has identified an Overpayment and return such Overpayment to CalOptima Health within sixty (60) calendar days after the date on which the Overpayment was identified. The Provider shall notify the CalOptima Health Claims Administration Department, in writing, of the reason for the Overpayment and the Claims Administration Department shall coordinate with the Provider on the process to return the Overpayment to CalOptima Health.

##### 2. Overpayment Identified by CalOptima Health

- a. If CalOptima Health determines that it has overpaid a claim, it shall notify the Provider, in writing, through a separate notice clearly identifying the claim, the name of the patient, the date of service and include a clear explanation of the basis upon which CalOptima Health believes the amount paid on the claim was in excess of the amount due, including interest and penalties on the claim.

If the Provider contests CalOptima Health’s notice of reimbursement of the Overpayment of a claim, the Provider, within sixty (60) calendar days of the receipt of the notice of Overpayment of a claim, shall send written notice to CalOptima Health’s GARS Department stating the basis upon which the Provider believes that CalOptima Health’s notice was in error. CalOptima Health shall receive and process the contested notice of Overpayment of a claim as a Provider ~~dispute, pursuant to Title 28, California Code of Regulations, Section 1300.71.38 and Dispute, in accordance with~~ CalOptima Health Policy HH.1101: CalOptima Health Provider Complaint.

- b. If the Provider does not contest CalOptima Health’s notice of reimbursement of the Overpayment of a claim, the Provider shall reimburse CalOptima Health within sixty (60) calendar days of the receipt, by the Provider, of the notice of Overpayment of a claim.
- c. If the Provider does not reimburse CalOptima Health for the Overpayment of a claim within sixty (60) calendar days after receipt of CalOptima Health’s notice, interest shall accrue at the rate of ten percent (10%) per annum, beginning with the first (1<sup>st</sup>) calendar day after the

sixty (60) calendar day period.

- d. CalOptima Health may only offset an uncontested notice of reimbursement of the Overpayment of a claim against a Provider's current claim submission when:
    - i. The Provider fails to reimburse CalOptima Health within the time frame in set forth in Section III.I.2. of this Policy; or
    - ii. The Provider has entered into a written contract specifically authorizing CalOptima Health to offset an uncontested notice of Overpayment of a claim from the current claim submissions.  
~~offset an uncontested notice of Overpayment of a claim from the current claim submissions.~~
  - e. In the event that an Overpayment of a claim or claims is offset against a Provider's current claim or claims pursuant to this section, CalOptima Health shall provide the Provider a detailed written explanation identifying the specific Overpayment or payments that have been offset against the specific current claim or claims.
3. CalOptima Health shall investigate any identified Overpayments that are suspected to be the result of inappropriate and/or inaccurate billing activity and shall promptly refer such identified suspected Overpayment to CalOptima Health's Special Investigations Unit (SIU) and/or DHCS as outlined in CalOptima Health Policy HH.5000: Provider Overpayment Investigation and Determination.
  4. CalOptima Health shall provide effective training and education for its compliance officer and all employees. This training shall include reporting to DHCS when Overpayments are identified or recovered, specifying which Overpayments are due to potential Fraud.
    - a. CalOptima Health shall notify DHCS within ten (10) days of identifying Overpayment, regardless of the amount as referenced in Title 42, Code of Federal Regulations (CFR), Section 438.608(a)(2).
  5. Retention and Reporting of Overpayment
    - a. CalOptima Health shall retain all Overpayment less than twenty-five million dollars (\$25,000,000).
    - b. CalOptima Health shall document all Overpayments retained by CalOptima Health and review reports bi-annually for accuracy.
      - i. On a monthly basis, the Claims Administration Department shall submit a report to the Accounting Department documenting the Overpayment recovery activities for the prior month.
    - c. On an annual basis, CalOptima Health shall submit a report to DHCS on the recoveries of Overpayments, including those made to a Provider that was otherwise excluded from participation in the Medicaid program, and those made to a Provider due to ~~fraud,~~ waste~~Fraud, Waste~~ or ~~abuse~~Abuse. CalOptima Health shall submit the report through the rate setting process and in a manner specified by DHCS.
    - d. Upon identification of an Overpayment to a Provider of twenty-five million dollars

( \$25,000,000) or more in a single instance, CalOptima Health shall share the recovery amount with DHCS equally.

~~i.~~ CalOptima Health shall report such Overpayment to the DHCS Contract Manager within sixty

~~ii.i.~~ (60) calendar days after ~~that~~ the Overpayment was identified.

~~iii.ii.~~ CalOptima Health shall submit the Overpayment amount that was recovered, the reason for Overpayment, the services the Overpayment related to, the Provider's information, and steps taken to correct future occurrences to the DHCS Contract Manager.

6. CalOptima Health shall submit documentation including retention policies, process, time frames, and documentation required for reporting the recovery of all Overpayments, upon request by DHCS.

#### ~~J. Provider Claims Dispute Resolution~~

~~1. A Provider may request reconsideration of a claim that has been denied, adjusted, or contested. A Provider may request, in writing, a Provider Dispute Resolution (PDR) within three hundred sixty-five (365) calendar days after the date of the original Remittance Advice Detail (RAD) containing the adjudicated claim to CalOptima Health's Claims Department. The Provider shall submit a PDR form (Attachment D) including, at minimum, the following information:~~

~~a. Provider's name;~~

~~b. Provider's identification number;~~

~~c. Provider's contact information; and~~

~~d. A clear identification of the disputed item, including:~~

~~i. Member's identification;~~

~~ii. Date of service;~~

~~iii. Original claim identification number;~~

~~iv. A clear explanation of the dispute; and~~

~~v. Any relevant material to support the dispute.~~

~~2. A Provider shall submit a PDR form (Attachment D), and any required attachments, to the address provided in Section III.D.3.e. of this Policy.~~

~~3. A Provider may obtain a copy of the PDR form (Attachment D) on the CalOptima Health Website at [www.caloptima.org](http://www.caloptima.org).~~

~~4. CalOptima Health shall respond to each PDR individually.~~

~~5. Acknowledgement of Provider claims dispute resolution:~~

- 1 a. ~~CalOptima Health's Claims Department shall send the Provider a PDR Acknowledgement~~  
2 ~~Letter within fifteen (15) business days after receipt of a complete PDR, indicating receipt of~~  
3 ~~the PDR, and identifying a Claims staff Member whom the Provider may contact regarding~~  
4 ~~the Provider claims dispute.~~
- 5
- 6 b. ~~If the PDR is lacking information that is not readily accessible to CalOptima Health,~~  
7 ~~CalOptima Health's Claims Department shall return the PDR to the Provider, and clearly~~  
8 ~~identify the missing information necessary to resolve the PDR. A Provider may submit an~~  
9 ~~amended PDR within thirty (30) business days after receipt of a returned PDR setting forth the~~  
10 ~~missing information.~~

11

12 ~~6. PDR processing~~

- 13
- 14 a. ~~Upon receipt of a complete PDR from a Provider, CalOptima Health's Claims Department~~  
15 ~~shall:~~
- 16
- 17 i. ~~Review the initial claims decision, and all documents related to the determination of the~~  
18 ~~original adjudicated claim; and~~
- 19
- 20 ii. ~~Prepare the case file for review by CalOptima Health's Claims PDR Unit.~~
- 21
- 22 b. ~~CalOptima Health shall utilize specialist consultants, as appropriate.~~

23

24 ~~7. PDR resolution~~

- 25
- 26 a. ~~CalOptima Health's Claims PDR Unit shall resolve each Provider dispute, or amended Provider~~  
27 ~~dispute, within applicable state and federal laws, regulations, and statutes within forty five (45)~~  
28 ~~business days after receipt of the PDR request.~~
- 29
- 30 i. ~~The Claims PDR unit shall send a written PDR Determination Letter to the Provider, as~~  
31 ~~appropriate. Such written notice shall include information regarding a Provider's right~~  
32 ~~to file a Provider Complaint, in accordance with CalOptima Health Policy HH.1101:~~  
33 ~~CalOptima Health Provider Complaint.~~
- 34
- 35 ii. ~~If the Claims PDR Unit upholds the original claims adjudication, the Claims PDR Unit~~  
36 ~~shall clearly specify the provisions for such determination.~~
- 37
- 38 iii. ~~If the Claims PDR Unit overturns, in whole or in part, the original claims adjudication,~~  
39 ~~the Claims PDR Unit shall pay any outstanding monies determined to be due, and all~~  
40 ~~interest and penalties, if applicable, within five (5) business days of sending a PDR~~  
41 ~~Determination Letter.~~

42

43 ~~8. A Provider may submit disputed claims involving Emergency Services and/or Post Stabilization~~  
44 ~~Care Services for resolution at the following address:~~

- 45
- 46 a. ~~Department of Health Care Services~~  
47 ~~Office of Administrative Hearing and Appeals~~  
48 ~~3831 N Freeway BLVD STE 200~~  
49 ~~Sacramento CA 95834~~
- 50
- 51 b. ~~Upon receipt of determination, CalOptima Health shall reimburse the provider within thirty~~  
52 ~~(30) calendar days of the effective date of decision for payment of a claim and must provide~~

~~proof of reimbursement in such forms as DHCS directs.~~

~~9.— CalOptima Health shall retain copies of Provider disputes and determinations for at least ten (10) years, including all notes, documents, and any other pertinent information upon which CalOptima Health PDR unit relied to resolve the Provider dispute.~~

~~K.J.~~ CalOptima Health shall retain claims information data for a period of at least ten (10) years after the termination of its contract with the ~~Department of Health Care Services (DHCS)~~ DHCS and shall not remove or transfer such records and data from its offices, except in accordance with applicable laws.

~~L.K.~~ CalOptima Health shall hold harmless and indemnify Members for CalOptima Health's debt to Providers for ~~services~~ Covered Services rendered and billed to Members.

~~M.L.~~ CalOptima Health shall maintain sufficient claims processing, tracking, and payment systems capability to comply with applicable State and federal law, regulations, and contract requirements, to determine the status of received claims and to estimate Incurred But Not Reported (IBNR) claims.

#### IV. ATTACHMENT(S)

- A. CMS-1500
- B. UB-04 Form
- C. LTC-25-1 Claim Form
- D. Provider Claims Dispute Resolution Request Form

#### V. REFERENCE(S)

- A. CalOptima Health Contract with the Department of Health Care Services (DHCS) for Medi-Cal
- B. CalOptima Health Contract for Health Care Services
- C. CalOptima Health Policy DD.2003: Member Identification and Eligibility Verification
- D. CalOptima Health Policy FF.1003: Payment for Covered Services Rendered to CalOptima Health Direct Members or Members Enrolled in a Shared Risk Group
- E. CalOptima Health Policy FF.2003: Coordination of Benefits
- F. CalOptima Health Policy GG.1500: Authorization Instructions for CalOptima Health Direct and CalOptima Health Community Network Providers
- G. CalOptima Health Policy GG.1508: Authorization and Processing of Referrals
- H. CalOptima Health Policy HH.1101: CalOptima Health Provider Complaint
- ~~I.~~ CalOptima Health Policy MA.9009: Non-Contracted Provider Payment Appeals and Provider Dispute Resolution
- ~~J.~~ CalOptima Health Policy MA.9006: Contracted Provider Complaint Process
- ~~K.~~ CalOptima Health Policy HH.2022: Record Retention and Access
- ~~L.~~ CalOptima Health Policy HH.5000: Provider Overpayment Investigation and Determination
- ~~M.~~ CalOptima Health Provider Manual
- ~~N.~~ Department of Health Care Services (DHCS) All Plan Letter (APL) 21-003: Medi-Cal Network Provider and Subcontractor Terminations
- ~~O.~~ Department of Health Care Services (DHCS) All Plan Letter (APL) 22-014: Electronic Visit Verification Implementation Requirements
- ~~P.~~ Department of Health Care Services (DHCS) All Plan Letter (APL) 23-011: Treatment for Recoveries Made by the Managed Care Health Plan of Overpayment Providers (Supersedes APL 17-003)
- ~~Q.~~ Health and Safety Code, §§1371 through 1371.39
- ~~R.~~ Medi-Cal Provider Manual
- ~~S.~~ Title 22, California Code of Regulations, §§ 53220 and 53222

~~R.T.~~ Title 28, California Code of Regulations, §§ 1300.71 and 1300.71.38  
~~S.U.~~ Title 42, United States Code, § 1396a(a)(37)  
~~T.V.~~ Title 42, Code of Federal Regulations (CFR), § 438.608(a)(2)

## VI. REGULATORY AGENCY APPROVAL(S)

| Date       | Regulatory Agency                                | Response              |
|------------|--|-----------------------|
| 06/09/2017 | Department of Health Care Services (DHCS)        | Approved as Submitted |
| 07/26/2021 | Department of Health Care Services (DHCS)        | Approved as Submitted |
| 01/27/2023 | Department of Health Care Services (DHCS)        | Approved as Submitted |
| 05/05/2023 | Department of Health Care Services (DHCS)        | Approved as Submitted |
| 06/26/2023 | Department of Health Care Services (DHCS)        | Approved as Submitted |
| <b>TBD</b> | <b>Department of Health Care Services (DHCS)</b> | <b>TBD</b>            |

## VII. BOARD ACTION(S)

| Date       | Meeting   |
|------------|---|
| 06/07/2018 | Regular Meeting of the CalOptima Board of Directors |
| 12/20/2021 | Special Meeting of the CalOptima Board of Directors |
| <b>TBD</b> | Regular Meeting of the CalOptima Board of Directors |

## VIII. REVISION HISTORY

| Action    | Date       | Policy  | Policy Title   | Program(s) |
|-----------|------------|---------|--|------------|
| Effective | 02/01/2006 | CC.1202 | CalOptima Direct Claims Processing   | Medi-Cal   |
| Revised   | 01/01/2007 | FF.2001 | CalOptima Direct Claims Processing   | Medi-Cal   |
| Revised   | 08/01/2008 | FF.2001 | CalOptima Direct Claims Processing   | Medi-Cal   |
| Revised   | 01/01/2009 | FF.2001 | Claims Processing for Covered Services Rendered to CalOptima Direct Members or Members Enrolled in a Shared-Risk Group | Medi-Cal   |
| Revised   | 03/01/2012 | FF.2001 | Claims Processing for Covered Services Rendered to CalOptima Direct Members or Members Enrolled in a Shared-Risk Group | Medi-Cal   |
| Revised   | 01/01/2013 | FF.2001 | Claims Processing for Covered Services Rendered to CalOptima Direct Members or Members Enrolled in a Shared-Risk Group | Medi-Cal   |
| Revised   | 12/01/2014 | FF.2001 | Claims Processing for Covered Services Rendered to CalOptima Direct Members or Members Enrolled in a Shared-Risk Group | Medi-Cal   |
| Revised   | 03/01/2015 | FF.2001 | Claims Processing for Covered Services Rendered to CalOptima Direct Members or Members Enrolled in a Shared-Risk Group | Medi-Cal   |

| Action         | Date       | Policy         | Policy Title   | Program(s)      |
|----------------|------------|----------------|--|-----------------|
| Revised        | 01/01/2017 | FF.2001        | Claims Processing for Covered Services Rendered to CalOptima Direct Members or Members Enrolled in a Shared-Risk Group   | Medi-Cal        |
| Revised        | 07/01/2017 | FF.2001        | Claims Processing for Covered Services Rendered to CalOptima Direct Members or Members Enrolled in a Shared-Risk Group   | Medi-Cal        |
| Revised        | 06/07/2018 | FF.2001        | Claims Processing for Covered Services Rendered to CalOptima Direct-Administrative Members, CalOptima Community Network Members or Members Enrolled in a Shared Risk Group | Medi-Cal        |
| Revised        | 05/01/2019 | FF.2001        | Claims Processing for Covered Services Rendered to CalOptima Direct-Administrative Members, CalOptima Community Network Members or Members Enrolled in a Shared Risk Group | Medi-Cal        |
| Revised        | 01/01/2022 | FF.2001        | Claims Processing for Covered Services for which CalOptima is Financially Responsible  | Medi-Cal        |
| Revised        | 01/01/2023 | FF.2001        | Claims Processing for Covered Services for which CalOptima Health is Financially Responsible   | Medi-Cal        |
| Revised        | 06/01/2023 | FF.2001        | Claims Processing for Covered Services for which CalOptima Health is Financially Responsible   | Medi-Cal        |
| Revised        | 08/01/2023 | FF.2001        | Claims Processing for Covered Services for which CalOptima Health is Financially Responsible   | Medi-Cal        |
| <u>Revised</u> | <u>TBD</u> | <u>FF.2001</u> | <u>Claims Processing for Covered Services for which CalOptima Health is Financially Responsible</u>  | <u>Medi-Cal</u> |

1 IX. GLOSSARY  
2

| Term  | Definition   |
|---|--|
| <u>Abuse</u>  | <u>Actions that may, directly or indirectly, result in unnecessary costs to a CalOptima Health Program, improper payment, payment for services that fail to meet professionally recognized standards of care, or services that are medically unnecessary. Abuse involves payment for items or services when there is no legal entitlement to that payment and the Provider has not knowingly and/or intentionally misrepresented facts to obtain payment. Abuse cannot be differentiated categorically from Fraud, because the distinction between “Fraud” and “Abuse” depends on specific facts and circumstances, intent and prior knowledge, and available evidence, among other factors.</u> |
| CalOptima Health Community Network (CCN)              | A managed care network operated by CalOptima Health that contracts directly with physicians and hospitals and requires a Primary Care Provider (PCP) to manage the care of the Members.  |
| CalOptima Health Direct Administrative (COD- A)       | The managed Fee-For-Service health care program operated by CalOptima Health that provides services to Members as described in CalOptima Health Policy DD.2006: Enrollment In/Eligibility with CalOptima Health Direct.  |
| Child Health and Disability Prevention (CHDP) Program | California’s Early Periodic Screening, Detection, and Treatment (EPSDT) program as defined in the Health and Safety Code, Section 12402.5 et seq. and Title 17 of the California Code of Regulations, Sections 6842 through 6852, that provides certain preventive services for persons eligible for Medi-Cal. For CalOptima Health Members, the CHDP Program is incorporated into CalOptima Health’s Pediatric Preventive Services Program.   |
| Clean Claim   | A claim that can be processed without obtaining additional information from the provider of the service or from a third party.   |
| Complete Claim  | A claim or portion thereof, if separable, including attachments and supplemental information or documentation, which provides reasonably relevant information and information necessary to determine payer liability as defined in Title 28, California Code of Regulations section 1300.71 (a)(10) and (a)(11).   |

| Term  | Definition   |
|---|--|
| Covered Services                            | Those services provided in the Fee-For-Service Medi-Cal program (as set forth in Title 22, CCR, Division 3, Subdivision 1, Chapter 3, beginning with Section 51301), the Child Health and Disability Prevention program (as set forth in Title 17, CCR, Division 1, Chapter 4, Subchapter 13, Article 4, beginning with section 6842), and the California Children's Services (as set forth in Title 22, CCR, Division 2, subdivision 7, and Welfare and Institutions Code, Division 9, Part 3, Chapter 7, Article 2.985, beginning with section 14094.4) under the Whole-Child Model program, to the extent those services are included as Covered Services under CalOptima Health's Medi-Cal Contract with DHCS and are Medically Necessary, 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 Enhanced Care Management and Community Supports as part of the California Advancing and Innovating Medi-Cal (CalAIM) Initiative (as set forth in the CalAIM 1115 Demonstration & 1915(b) Waiver, DHCS All Plan Letter (APL) 21-012: Enhanced Care Management Requirements and APL 21-017: Community Supports Requirements, and Welfare and Institutions Code, Division 9, Part 3, Chapter 7, Article 5.51, beginning with section 14184.100), or other services as authorized by the CalOptima Health Board of Directors, which shall be covered for Members notwithstanding whether such benefits are provided under the Fee-For-Service Medi-Cal program. |
| Crossover Claims                            | A claim submitted for payment for a Medi-Cal Member for which Medicare has primary responsibility and Medi-Cal is the secondary payer.   |
| Department of Health Care Services (DHCS)   | The single State Department responsible for administration of the Medi-Cal program, California Children Services (CCS), Genetically Handicapped Persons Program (GHPP), Child Health and Disabilities Prevention (CHDP), and other health related programs.  |
| <u>Dispute</u>                              | <u>A claims payment dispute regarding an amount paid that is less than the expected rate.</u>  |
| Division of Financial Responsibility (DOFR) | A matrix that identifies how CalOptima Health identifies the responsible parties for components of medical associated with the provision of Covered Services. The responsible parties include, but are not limited to, Physician, Hospital, CalOptima Health and the County of Orange.   |
| Emergency Services                          | Covered Services furnished by Provider qualified to furnish those health services needed to evaluate or stabilize an Emergency Medical Condition.  |

| <b>Term</b>                      | <b>Definition</b>  |
|----------------------------------|--|
| Family Planning Services         | <p>Covered Services that are provided to individuals of childbearing age to enable them to determine the number and spacing of their children, and to help reduce the incidence of maternal and infant deaths and diseases by promoting the health and education of potential parents. Family Planning includes, but is not limited to:</p> <ol style="list-style-type: none"> <li>1. Medical and surgical services performed by or under the direct supervision of a licensed Physician for the purpose of Family Planning;</li> <li>2. Laboratory and radiology procedures, drugs and devices prescribed by a license Physician and/or are associated with Family Planning procedures;</li> <li>3. Patient visits for the purpose of Family Planning;</li> <li>4. Family Planning counseling services provided during regular patient visit;</li> <li>5. IUD and UCD insertions, or any other invasive contraceptive procedures or devices;</li> <li>6. Tubal ligations;</li> <li>7. Vasectomies;</li> <li>8. Contraceptive drugs or devices; and</li> <li>9. Treatment for the complications resulting from previous Family Planning procedures.</li> </ol> |
| Fraud                            | An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable Federal or State law, in accordance with Title 42 Code of Federal Regulations section 455.2, Welfare and Institutions Code section 14043.1(i).   |
| Health Network                   | A Physician Hospital Consortium (PHC), physician group under a shared risk contract, or health care service plan, such as a Health Maintenance Organization (HMO) that contracts with CalOptima Health to provide Covered Services to Members assigned to that Health Network.   |
| Incurred But Not Reported (IBNR) | An estimate of claims that have been incurred for medical services provided, but for which claims have not yet been received by the Health Network.  |
| Member                           | A Medi-Cal eligible beneficiary as determined by the County of Orange Social Services Agency, the California Department of Health Care Services (DHCS) Medi-Cal Program, or the United States Social Security Administration, who is enrolled in the CalOptima Health program.   |
| Network Provider                 | A Provider that subcontracts with CalOptima Health for the delivery of Medi-Cal Covered Services.  |
| Other Health Coverage            | The responsibility of an individual or entity, other than CalOptima Health or a Member, for the payment of the reasonable value of all or part of the health care benefits provided to a Member. Such OHC may originate under any other state, federal, or local medical care program or under other contractual or legal entitlements, including but not limited to, a private group or indemnification program. This responsibility may result from a health insurance policy or other contractual agreement or legal obligation, excluding tort liability.  |

| Term                                  | Definition   |
|---------------------------------------|--|
| Pediatric Preventive Services (PPS)   | Regular preventive health assessments, as recommended by the American Academy of Pediatrics or the Child Health and Disability Prevention (CHDP) Program. These include, but are not limited to, health and developmental history, physical examination, nutritional assessment, immunizations, vision testing, hearing testing, selected laboratory tests, health education, and anticipatory guidance. |
| <u>Overpayment</u>                    | <u>Any payment made by CalOptima Health to a Provider to which the Provider is not entitled to under Title XIX of the Social Security Act</u>  |
| Provider                              | For the purposes of this policy, a physician, nurse, nurse mid-wife, nurse practitioner, medical technician, physician assistant, hospital, laboratory, ancillary provider, health maintenance organization, physician group, Health Network, or other person or institution that furnishes Covered Services.  |
| <u>Overpayment Provider Complaint</u> | <u>Any payment made by CalOptima Health to a Provider to which the Provider is not entitled to under Title XIX of the Social Security Act. The general term used to identify all provider filed request for review, and expressions of, dissatisfaction with any aspect of CalOptima Health or its Health Networks. This includes appeals, disputes and grievances.</u>                                  |
| Shared Risk Group                     | A Health Network who accepts delegated clinical and financial responsibility for professional services for assigned Members, as defined by written contract and enters into a risk sharing agreement with CalOptima Health as the responsible partner for facility services.   |
| Subcontractor                         | An individual or entity who has a Subcontract with CalOptima Health that relates directly or indirectly to the performance of CalOptima Health's obligations under contract with DHCS.   |
| Unclean Claim                         | A claim from a Provider that does not have all the required data elements, documentation, or information necessary to process the claim or make a final disposition. Unclean claim shall have the same meaning as incomplete claim submission.   |
| <u>Waste</u>                          | <u>The overutilization of services, or other practices that, directly or indirectly, result in unnecessary costs to a CalOptima Health Program. Waste is generally not considered to be caused by criminally negligent actions but rather the misuse of resources.</u>   |



Policy: FF.2001  
Title: **Claims Processing for Covered Services for which CalOptima Health is Financially Responsible**

Department: Claims Administration  
Section: Not Applicable

CEO Approval: /s/

Effective Date: 01/01/2007

Revised Date: TBD

Applicable to: ☒ Medi-Cal  
☐ OneCare  
☐ PACE  
☐ Administrative

## I. PURPOSE

This policy describes the process by which CalOptima Health ensures timely and accurate processing of claims for Covered Services for which CalOptima Health is financially responsible.

## II. POLICY

- A. CalOptima Health shall process claims in compliance with Title 42, United States Code (U.S.C.), Section 1396a(a)(37), and Health and Safety Code Sections 1371 through 1371.39.
- B. CalOptima Health shall establish and maintain administrative processes, or contract with a claims processing organization, to accept and adjudicate claims for health care services provided to Members, in accordance with the provisions of this Policy and the California Code of Regulations.
- C. CalOptima Health shall ensure timely compliance with claims payment obligations and claims settlement practices.
- D. CalOptima Health shall not impose a deadline for the receipt of a claim that is less than ninety (90) calendar days for a participating Provider or one hundred and eighty (180) calendar days for a non-participating Provider, after the date of service, except as required by state or federal law or regulation.
- E. CalOptima Health shall identify and acknowledge the receipt of each claim, whether or not it is a Complete Claim, and disclose the recorded date of receipt. CalOptima Health may provide an electronic method of notification, by which the Provider may readily confirm CalOptima Health's receipt of the claim and the recorded date of receipt within fifteen (15) business days of receipt of the claim.
- F. CalOptima Health may review a claim for National Correct Coding Initiative (NCCI) edits and may contest or deny a claim based on improper coding. CalOptima Health may subcontract with a third-party vendor to review claims for NCCI edits and improper billing practices.
- G. Claims Processing Timelines

1. CalOptima Health shall process and adjudicate ninety percent (90%) of Clean Claims for Covered Services within thirty (30) calendar days after CalOptima Health's receipt of such Clean Claims.
  2. CalOptima Health shall process and adjudicate ninety-nine (99%) of claims for Covered Services within ninety (90) calendar days after CalOptima Health's receipt of such claim.
  3. CalOptima Health shall notify a Provider of an Unclean Claim for Covered Services, within forty-five (45) business days after receipt of such claim. If CalOptima Health fails to notify the Provider of the Unclean Claim, CalOptima Health shall consider the claim a Clean Claim, and shall pay, in accordance with the timelines for Clean Claims as set forth in this Policy.
- H. CalOptima Health shall reimburse a Provider claim for Covered Services for which CalOptima Health is responsible, in accordance with CalOptima Health Policy FF.1003: Payment for Covered Services Rendered to a Member of CalOptima Health Direct, or a Member Enrolled in a Shared Risk Group. Covered Services shall include payment for Emergency and Family Planning Services which do not require authorization.
- I. CalOptima Health shall have a process to recoup Overpayments made to Providers and suppliers when claims payments exceed the allowed amount.
1. CalOptima Health may recoup Overpayments for a look-back period not to exceed six (6) years from current calendar year.
  2. The six (6) year time limit shall not apply if the Overpayment was caused in whole, or in part, by Fraud, or misrepresentation, on the part of the Provider.
  3. Failure to timely repay Overpayments will result in the addition of interest charges.
- J. CalOptima Health shall not request reimbursement for the Overpayment of a claim, including requests made pursuant to Health and Safety Code, Section 1371.1, unless CalOptima Health sends a written request for reimbursement to the Provider within six (6) years from the date the Overpayment was made.
- K. CalOptima Health shall pay interest and applicable penalties on all uncontested claims not paid within forty-five (45) business days, in accordance with Section III.G. of this Policy. The interest is determined by Health and Safety Code, Section 1371 or 1371.35, whichever is applicable.
- L. CalOptima Health shall not improperly deny, adjust, or contest a claim, and shall provide a clear and accurate written explanation of the specific reasons for the action taken.
- M. CalOptima Health may contest or deny a claim, or portion thereof, by notifying the Provider, in writing, that the claim is contested or denied, within forty-five (45) business days after the date of receipt of the claim by CalOptima Health.
- N. CalOptima Health shall not engage in any practices, policies, or procedures that may constitute a basis for a finding of a demonstrable and unjust payment pattern or unfair payment pattern that results in repeated delays in the adjudication and correct reimbursement of a Provider claim.
- O. CalOptima Health shall submit all required reports and documents regarding claims payment practices and claims settlement practices to the Department of Health Care Services (DHCS).

- 1 P. CalOptima Health shall identify and process Overpayment recoveries in accordance with  
2 applicable statutory, regulatory and contractual requirements, as well as regulatory guidance,  
3 CalOptima Health Policy HH.5000: Provider Overpayment Investigation and Determination, and  
4 Section III.I. of this Policy.  
5  
6 Q. CalOptima Health shall maintain procedures for pre-payment and post-payment claims review,  
7 including review of any data associated with Providers, Members, and Covered Services for which  
8 payment is claimed.  
9  
10 R. CalOptima Health shall maintain sufficient claims processing, tracking and payment systems  
11 capability to comply with applicable State and Federal laws, regulations, and Contract  
12 requirements, to determine status of received claims and to estimate incurred and unreported  
13 claims amounts.  
14  
15 S. DHCS may impose Corrective Action Plans (CAPs) as well as administrative and/or monetary  
16 sanctions for non-compliance with any of the following outlined procedures in this policy.  
17  
18 T. CalOptima Health shall establish and maintain a fair, fast, and cost-effective Provider Dispute  
19 process. CalOptima Health shall annually make available to DHCS all records, notes, and  
20 documents regarding its Provider Dispute resolution mechanisms and the resolution of its Provider  
21 Disputes.  
22  
23 U. CalOptima Health's Claims Administration Department shall inform a Provider in the remittance  
24 advice of their right to file a Complaint with CalOptima Health's Grievance and Appeals  
25 Resolution Services (GARS) Department, in accordance with CalOptima Health Policy HH.1101:  
26 CalOptima Health Provider Complaint.  
27

### 28 **III. PROCEDURE**

- 29  
30 A. A Provider shall verify a Member's eligibility to receive Covered Services, in accordance with  
31 CalOptima Health Policy DD.2003: Member Identification and Eligibility Verification.  
32  
33 B. For Members assigned to CalOptima Health Direct Administrative (COD-A) or CalOptima Health  
34 Community Network (CCN), a Provider shall obtain authorization for Covered Services, in  
35 accordance with CalOptima Health Policies GG.1500: Authorization Instructions for CalOptima  
36 Health Direct and CalOptima Health Community Network Providers, and GG.1508: Authorization  
37 and Processing of Referrals.  
38  
39 C. Members with Other Health Coverage or Medicare  
40  
41 1. If a Member has Other Health Coverage (OHC) or Medicare, a Provider shall submit a claim for  
42 Covered Services provided to the Member to the Other Health Coverage or Medicare prior to  
43 submitting the claim to CalOptima Health, in accordance with CalOptima Health Policy  
44 FF.2003: Coordination of Benefits.  
45  
46 2. CalOptima Health processes Crossover Claims for Members with secondary benefits under  
47 Medi-Cal. A Provider may submit Crossover Claims to CalOptima Health, in accordance with  
48 the Medi-Cal Provider Manual guidelines for Crossover Claims.  
49  
50 3. If a claim is received and is lacking the required OHC documentation, the claim shall be returned  
51 to the Provider and handled as a corrected claim once the documentation is received.  
52

D. Claims Submission

1. A Provider shall utilize the following standard forms for submitting claims for Covered Services:
  - a. A Provider shall use the CMS-1500 (Attachment A) when submitting a claim for professional services and supplies;
  - b. A Provider shall use the UB-04 Form (Attachment B) when submitting a claim for hospital inpatient or outpatient services;
  - c. An Intermediate Care Facility (ICF) or Skilled Nursing Facility (SNF) shall use the LTC-25-1 Claim Form (Attachment C) when submitting a claim for long-term care services; and
  - d. For Child Health and Disability Prevention Program (CHDP) services, a Provider shall use the appropriate CMS-1500 (Attachment A) or UB-04 Claim Form (Attachment B) and standard CPT and HCPCS codes when submitting a claim for Pediatric Preventive Services. Claims for COD-A or CCN Members shall continue to be submitted to CalOptima Health, while claims for delegated Health Network Members shall be submitted to the appropriate Health Network.
2. A Provider shall submit a claim on the appropriate form with supporting documentation, including required prior authorizations and proof of Medicare or Other Health Coverage payment or denial.
3. A Provider may submit invoices, electronic or paper claims to CalOptima Health for Covered Services.
  - a. A Provider may elect to submit electronic claims to CalOptima Health utilizing the process outlined in the CalOptima Health Provider Manual, Section H3: Electronic Claim Submissions: CalOptima Health Direct, Shared risk and OneCare (HMO D-SNP) Claims. This is located on the Provider section of the CalOptima Health website.
  - b. A Provider who submits a paper claim shall submit the original claim form and retain a copy for the Provider's files. CalOptima Health shall not accept carbon copies, photocopies, computer generated copies, or facsimiles of paper claims.
  - c. A Provider may submit paper claims to CalOptima Health by mail, or in person, at the following addresses:
    - i. By mail:  
Attn: Claims Department  
CalOptima Health  
Post Office Box 11037  
Orange CA 92856
    - ii. In person:  
Attn: Claims Department  
CalOptima Health  
505 City Parkway West  
Orange CA 92868
4. A Provider shall bill accordingly for services rendered based on bill type and specialty. Claims

elements include but are not limited to the following:

- a. Member Information;
- b. Provider of Service;
- c. Date of Service;
- d. Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS);
- e. Applicable Revenue code (Institutional only);
- f. Applicable modifier (information and/or financial when required);
- g. Place of Service;
- h. Service Units; and
- i. Billed Charges.

#### E. Claim Filing Deadlines

1. A Provider shall submit a claim for Covered Services within three hundred sixty-five (365) calendar days after the month of the date of service.
2. If CalOptima Health is not the primary payer under coordination of benefits, CalOptima Health shall not impose a deadline for submitting supplemental or coordination of benefits claims to CalOptima Health that is less than ninety (90) calendar days from the date of payment or date of contest, date of denial, or notice from the primary payer.

#### F. Misdirected Claims

1. For a Provider claim involving Emergency Services or Family Planning Services that is incorrectly sent to CalOptima Health, CalOptima Health shall forward the claim to the appropriate Health Network within ten (10) business days after receipt of the claim.
2. For a Provider Claim that does not involve Emergency Services or Family Planning Services that is incorrectly sent to CalOptima Health, and the Provider that filed the claim is a participating Provider, CalOptima Health shall either:
  - a. Send the Provider a notice of denial via a remittance advice, within forty-five (45) business days, with instructions to bill the Health Network; or
  - b. Forward the claim to the appropriate Health Network, within ten (10) business days of the receipt of the claim.
3. In all other cases, for claims incorrectly sent to CalOptima Health, CalOptima Health shall forward the claim to the appropriate Health Network within ten (10) business days of the receipt of the claim.

#### G. Interest on Late Claims

1. Interest shall begin to accrue on the forty-sixth (46th) business day following receipt of the claim and is calculated based on calendar days.
2. CalOptima Health shall automatically include for late payment on a Complete Claim for Emergency Services the greater of fifteen dollars (\$15) for each twelve (12) month period or portion thereof, on a non-prorated basis, or interest at the rate of fifteen percent (15%) per annum for the period of time that the payment is late.
3. CalOptima Health shall automatically include for late payments on all other claims other than Complete Claims for Emergency Services, interest at the rate of fifteen percent (15%) per annum for the period of time that the payment is late.
4. If the interest due on an individual claim is less than two dollars (\$2), CalOptima Health may wait until the close of the calendar month and make a lump interest payment for all late claim payments during that time period. CalOptima Health shall make lump interest payments within ten (10) calendar days of the calendar month's end.
5. If CalOptima Health fails to automatically include the interest due on a late claim payment, CalOptima Health shall pay the Provider a ten dollar (\$10) penalty for that late claim, in addition to any interest amount due.

#### H. Denying, Adjusting, or Contesting a Claim

1. In the event that CalOptima Health requests reasonably relevant information from a Provider; in addition to information that the Provider submits with a claim, CalOptima Health shall provide a clear, accurate, and written explanation of the necessity for the request.
2. If CalOptima Health fails to provide the Provider with timely written notice that a claim has been contested or denied, or requests information that is not reasonably necessary to determine payer liability, but ultimately pays the claim in whole or in part, CalOptima Health shall compute the interest or impose a penalty, pursuant to Section III.G. of this Policy.
3. A request for information necessary to determine payer liability from a third party shall not extend the time for reimbursement or the time for contesting or denying claims. CalOptima Health shall either contest or deny, in writing and within the time frames set forth in Section III.G. of this Policy, incomplete claims and claims for which information necessary to determine payer liability that has been requested, which are held or pended awaiting receipt of additional information. CalOptima Health shall identify in the denied or contested claim, the individual or entity that was requested to submit information, the specific documents requested, and the reason(s) why the information is necessary to determine payer liability.
4. If CalOptima Health subsequently denies the claim based on the Provider's failure to provide the requested medical records or other information, any Provider Dispute arising from the denial of such claim shall be handled in accordance with Title 28, California Code of Regulations, Section 1300.71.38.
5. Any claim submitted by a Provider that is flagged as "Do Not Pay" in the Provider Data Systems database will be denied.
  - a. A "Do Not Pay" flag is entered into the Provider Data System for:

- 1 i. Excluded Network Providers or Subcontractors for services provided after the effective  
2 date of the suspension or exclusion.  
3  
4 ii. Decertified or suspended LTC Facilities for all services provided after the effective date  
5 of the suspension or exclusion.  
6  
7 iii. Network Providers or Subcontractors for services on payment suspensions until payment  
8 suspension or exclusion has been lifted.  
9
- 10 I. Reimbursement for the Overpayment of Claims  
11  
12 1. Overpayment Identified by Providers  
13  
14 a. A Provider shall report to CalOptima Health when it has identified an Overpayment and  
15 return such Overpayment to CalOptima Health within sixty (60) calendar days after the date  
16 on which the Overpayment was identified. The Provider shall notify the CalOptima Health  
17 Claims Administration Department, in writing, of the reason for the Overpayment and the  
18 Claims Administration Department shall coordinate with the Provider on the process to  
19 return the Overpayment to CalOptima Health.  
20  
21 2. Overpayment Identified by CalOptima Health  
22  
23 a. If CalOptima Health determines that it has overpaid a claim, it shall notify the Provider, in  
24 writing, through a separate notice clearly identifying the claim, the name of the patient, the  
25 date of service and include a clear explanation of the basis upon which CalOptima Health  
26 believes the amount paid on the claim was in excess of the amount due, including interest and  
27 penalties on the claim.  
28  
29 If the Provider contests CalOptima Health's notice of reimbursement of the Overpayment of  
30 a claim, the Provider, within sixty (60) calendar days of the receipt of the notice of  
31 Overpayment of a claim, shall send written notice to CalOptima Health's GARS Department  
32 stating the basis upon which the Provider believes that CalOptima Health's notice was in  
33 error. CalOptima Health shall receive and process the contested notice of Overpayment of a  
34 claim as a Provider Dispute, in accordance with CalOptima Health Policy HH.1101:  
35 CalOptima Health Provider Complaint.  
36  
37 b. If the Provider does not contest CalOptima Health's notice of reimbursement of the  
38 Overpayment of a claim, the Provider shall reimburse CalOptima Health within sixty (60)  
39 calendar days of the receipt, by the Provider, of the notice of Overpayment of a claim.  
40  
41 c. If the Provider does not reimburse CalOptima Health for the Overpayment of a claim within  
42 sixty (60) calendar days after receipt of CalOptima Health's notice, interest shall accrue at  
43 the rate of ten percent (10%) per annum, beginning with the first (1<sup>st</sup>) calendar day after the  
44 sixty (60) calendar day period.  
45  
46 d. CalOptima Health may only offset an uncontested notice of reimbursement of the  
47 Overpayment of a claim against a Provider's current claim submission when:  
48  
49 i. The Provider fails to reimburse CalOptima Health within the time frame in set forth in  
50 Section III.I.2. of this Policy; or  
51  
52 ii. The Provider has entered into a written contract specifically authorizing CalOptima Health

to offset an uncontested notice of Overpayment of a claim from the current claim submissions.

- e. In the event that an Overpayment of a claim or claims is offset against a Provider's current claim or claims pursuant to this section, CalOptima Health shall provide the Provider a detailed written explanation identifying the specific Overpayment or payments that have been offset against the specific current claim or claims.

- 3. CalOptima Health shall investigate any identified Overpayments that are suspected to be the result of inappropriate and/or inaccurate billing activity and shall promptly refer such identified suspected Overpayment to CalOptima Health's Special Investigations Unit (SIU) and/or DHCS as outlined in CalOptima Health Policy HH.5000: Provider Overpayment Investigation and Determination.
- 4. CalOptima Health shall provide effective training and education for its compliance officer and all employees. This training shall include reporting to DHCS when Overpayments are identified or recovered, specifying which Overpayments are due to potential Fraud.

- a. CalOptima Health shall notify DHCS within ten (10) days of identifying Overpayment, regardless of the amount as referenced in Title 42, Code of Federal Regulations (CFR), Section 438.608(a)(2).

5. Retention and Reporting of Overpayment

- a. CalOptima Health shall retain all Overpayment less than twenty-five million dollars (\$25,000,000).
- b. CalOptima Health shall document all Overpayments retained by CalOptima Health and review reports bi-annually for accuracy.
- i. On a monthly basis, the Claims Administration Department shall submit a report to the Accounting Department documenting the Overpayment recovery activities for the prior month.
- c. On an annual basis, CalOptima Health shall submit a report to DHCS on the recoveries of Overpayments, including those made to a Provider that was otherwise excluded from participation in the Medicaid program, and those made to a Provider due to Fraud, Waste or Abuse. CalOptima Health shall submit the report through the rate setting process and in a manner specified by DHCS.
- d. Upon identification of an Overpayment to a Provider of twenty-five million dollars (\$25,000,000) or more in a single instance, CalOptima Health shall share the recovery amount with DHCS equally.
- i. CalOptima Health shall report such Overpayment to the DHCS Contract Manager within sixty (60) calendar days after the Overpayment was identified.
- ii. CalOptima Health shall submit the Overpayment amount that was recovered, the reason for Overpayment, the services the Overpayment related to, the Provider's information, and steps taken to correct future occurrences to the DHCS Contract Manager.

6. CalOptima Health shall submit documentation including retention policies, process, time frames, and documentation required for reporting the recovery of all Overpayments, upon request by DHCS.

J. CalOptima Health shall retain claims information data for a period of at least ten (10) years after the termination of its contract with the DHCS and shall not remove or transfer such records and data from its offices, except in accordance with applicable laws.

K. CalOptima Health shall hold harmless and indemnify Members for CalOptima Health's debt to Providers for Covered Services rendered and billed to Members.

L. CalOptima Health shall maintain sufficient claims processing, tracking, and payment systems capability to comply with applicable State and federal law, regulations, and contract requirements, to determine the status of received claims and to estimate Incurred But Not Reported (IBNR) claims.

#### IV. ATTACHMENT(S)

- A. CMS-1500
- B. UB-04 Form
- C. LTC-25-1 Claim Form
- D. Provider Claims Dispute Resolution Request Form

#### V. REFERENCE(S)

- A. CalOptima Health Contract with the Department of Health Care Services (DHCS) for Medi-Cal
- B. CalOptima Health Contract for Health Care Services
- C. CalOptima Health Policy DD.2003: Member Identification and Eligibility Verification
- D. CalOptima Health Policy FF.1003: Payment for Covered Services Rendered to CalOptima Health Direct Members or Members Enrolled in a Shared Risk Group
- E. CalOptima Health Policy FF.2003: Coordination of Benefits
- F. CalOptima Health Policy GG.1500: Authorization Instructions for CalOptima Health Direct and CalOptima Health Community Network Providers
- G. CalOptima Health Policy GG.1508: Authorization and Processing of Referrals
- H. CalOptima Health Policy HH.1101: CalOptima Health Provider Complaint
- I. CalOptima Health Policy MA.9009: Non-Contracted Provider Payment Appeals and Provider Dispute Resolution
- J. CalOptima Health Policy MA.9006: Contracted Provider Complaint Process
- K. CalOptima Health Policy HH.2022: Record Retention and Access
- L. CalOptima Health Policy HH.5000: Provider Overpayment Investigation and Determination
- M. CalOptima Health Provider Manual
- N. Department of Health Care Services (DHCS) All Plan Letter (APL) 21-003: Medi-Cal Network Provider and Subcontractor Terminations
- O. Department of Health Care Services (DHCS) All Plan Letter (APL) 22-014: Electronic Visit Verification Implementation Requirements
- P. Department of Health Care Services (DHCS) All Plan Letter (APL) 23-011: Treatment for Recoveries Made by the Managed Care Health Plan of Overpayment Providers (Supersedes APL 17-003)
- Q. Health and Safety Code, §§1371 through 1371.39
- R. Medi-Cal Provider Manual
- S. Title 22, California Code of Regulations, §§ 53220 and 53222
- T. Title 28, California Code of Regulations, §§ 1300.71 and 1300.71.38
- U. Title 42, United States Code, § 1396a(a)(37)

V. Title 42, Code of Federal Regulations (CFR), § 438.608(a)(2)

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

| Date       | Regulatory Agency                         | Response              |
|------------|---|-----------------------|
| 06/09/2017 | Department of Health Care Services (DHCS) | Approved as Submitted |
| 07/26/2021 | Department of Health Care Services (DHCS) | Approved as Submitted |
| 01/27/2023 | Department of Health Care Services (DHCS) | Approved as Submitted |
| 05/05/2023 | Department of Health Care Services (DHCS) | Approved as Submitted |
| 06/26/2023 | Department of Health Care Services (DHCS) | Approved as Submitted |
| TBD        | Department of Health Care Services (DHCS) | TBD                   |

**VII. BOARD ACTION(S)**

| Date       | Meeting   |
|------------|---|
| 06/07/2018 | Regular Meeting of the CalOptima Board of Directors |
| 12/20/2021 | Special Meeting of the CalOptima Board of Directors |
| TBD        | Regular Meeting of the CalOptima Board of Directors |

**VIII. REVISION HISTORY**

| Action    | Date       | Policy  | Policy Title   | Program(s) |
|-----------|------------|---------|--|------------|
| Effective | 02/01/2006 | CC.1202 | CalOptima Direct Claims Processing   | Medi-Cal   |
| Revised   | 01/01/2007 | FF.2001 | CalOptima Direct Claims Processing   | Medi-Cal   |
| Revised   | 08/01/2008 | FF.2001 | CalOptima Direct Claims Processing   | Medi-Cal   |
| Revised   | 01/01/2009 | FF.2001 | Claims Processing for Covered Services Rendered to CalOptima Direct Members or Members Enrolled in a Shared-Risk Group | Medi-Cal   |
| Revised   | 03/01/2012 | FF.2001 | Claims Processing for Covered Services Rendered to CalOptima Direct Members or Members Enrolled in a Shared-Risk Group | Medi-Cal   |
| Revised   | 01/01/2013 | FF.2001 | Claims Processing for Covered Services Rendered to CalOptima Direct Members or Members Enrolled in a Shared-Risk Group | Medi-Cal   |
| Revised   | 12/01/2014 | FF.2001 | Claims Processing for Covered Services Rendered to CalOptima Direct Members or Members Enrolled in a Shared-Risk Group | Medi-Cal   |
| Revised   | 03/01/2015 | FF.2001 | Claims Processing for Covered Services Rendered to CalOptima Direct Members or Members Enrolled in a Shared-Risk Group | Medi-Cal   |
| Revised   | 01/01/2017 | FF.2001 | Claims Processing for Covered Services Rendered to CalOptima Direct Members or Members Enrolled in a Shared-Risk Group | Medi-Cal   |

| Action  | Date       | Policy  | Policy Title   | Program(s) |
|---------|------------|---------|--|------------|
| Revised | 07/01/2017 | FF.2001 | Claims Processing for Covered Services Rendered to CalOptima Direct Members or Members Enrolled in a Shared-Risk Group   | Medi-Cal   |
| Revised | 06/07/2018 | FF.2001 | Claims Processing for Covered Services Rendered to CalOptima Direct-Administrative Members, CalOptima Community Network Members or Members Enrolled in a Shared Risk Group | Medi-Cal   |
| Revised | 05/01/2019 | FF.2001 | Claims Processing for Covered Services Rendered to CalOptima Direct-Administrative Members, CalOptima Community Network Members or Members Enrolled in a Shared Risk Group | Medi-Cal   |
| Revised | 01/01/2022 | FF.2001 | Claims Processing for Covered Services for which CalOptima is Financially Responsible  | Medi-Cal   |
| Revised | 01/01/2023 | FF.2001 | Claims Processing for Covered Services for which CalOptima Health is Financially Responsible   | Medi-Cal   |
| Revised | 06/01/2023 | FF.2001 | Claims Processing for Covered Services for which CalOptima Health is Financially Responsible   | Medi-Cal   |
| Revised | 08/01/2023 | FF.2001 | Claims Processing for Covered Services for which CalOptima Health is Financially Responsible   | Medi-Cal   |
| Revised | TBD        | FF.2001 | Claims Processing for Covered Services for which CalOptima Health is Financially Responsible   | Medi-Cal   |

1 IX. GLOSSARY

2

| Term  | Definition  |
|---|---|
| Abuse   | Actions that may, directly or indirectly, result in unnecessary costs to a CalOptima Health Program, improper payment, payment for services that fail to meet professionally recognized standards of care, or services that are medically unnecessary. Abuse involves payment for items or services when there is no legal entitlement to that payment and the Provider has not knowingly and/or intentionally misrepresented facts to obtain payment. Abuse cannot be differentiated categorically from Fraud, because the distinction between “Fraud” and “Abuse” depends on specific facts and circumstances, intent and prior knowledge, and available evidence, among other factors. |
| CalOptima Health Community Network (CCN)              | A managed care network operated by CalOptima Health that contracts directly with physicians and hospitals and requires a Primary Care Provider (PCP) to manage the care of the Members.   |
| CalOptima Health Direct Administrative (COD- A)       | The managed Fee-For-Service health care program operated by CalOptima Health that provides services to Members as described in CalOptima Health Policy DD.2006: Enrollment In/Eligibility with CalOptima Health Direct.   |
| Child Health and Disability Prevention (CHDP) Program | California’s Early Periodic Screening, Detection, and Treatment (EPSDT) program as defined in the Health and Safety Code, Section 12402.5 et seq. and Title 17 of the California Code of Regulations, Sections 6842 through 6852, that provides certain preventive services for persons eligible for Medi-Cal. For CalOptima Health Members, the CHDP Program is incorporated into CalOptima Health’s Pediatric Preventive Services Program.  |
| Clean Claim   | A claim that can be processed without obtaining additional information from the provider of the service or from a third party.  |
| Complete Claim  | A claim or portion thereof, if separable, including attachments and supplemental information or documentation, which provides reasonably relevant information and information necessary to determine payer liability as defined in Title 28, California Code of Regulations section 1300.71 (a)(10) and (a)(11).  |

| <b>Term</b>                                 | <b>Definition</b>  |
|---|--|
| Covered Services                            | Those services provided in the Fee-For-Service Medi-Cal program (as set forth in Title 22, CCR, Division 3, Subdivision 1, Chapter 3, beginning with Section 51301), the Child Health and Disability Prevention program (as set forth in Title 17, CCR, Division 1, Chapter 4, Subchapter 13, Article 4, beginning with section 6842), and the California Children's Services (as set forth in Title 22, CCR, Division 2, subdivision 7, and Welfare and Institutions Code, Division 9, Part 3, Chapter 7, Article 2.985, beginning with section 14094.4) under the Whole-Child Model program, to the extent those services are included as Covered Services under CalOptima Health's Medi-Cal Contract with DHCS and are Medically Necessary, 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 Enhanced Care Management and Community Supports as part of the California Advancing and Innovating Medi-Cal (CalAIM) Initiative (as set forth in the CalAIM 1115 Demonstration & 1915(b) Waiver, DHCS All Plan Letter (APL) 21-012: Enhanced Care Management Requirements and APL 21-017: Community Supports Requirements, and Welfare and Institutions Code, Division 9, Part 3, Chapter 7, Article 5.51, beginning with section 14184.100), or other services as authorized by the CalOptima Health Board of Directors, which shall be covered for Members notwithstanding whether such benefits are provided under the Fee-For-Service Medi-Cal program. |
| Crossover Claims                            | A claim submitted for payment for a Medi-Cal Member for which Medicare has primary responsibility and Medi-Cal is the secondary payer.   |
| Department of Health Care Services (DHCS)   | The single State Department responsible for administration of the Medi-Cal program, California Children Services (CCS), Genetically Handicapped Persons Program (GHPP), Child Health and Disabilities Prevention (CHDP), and other health related programs.  |
| Dispute                                     | A claims payment dispute regarding an amount paid that is less than the expected rate.   |
| Division of Financial Responsibility (DOFR) | A matrix that identifies how CalOptima Health identifies the responsible parties for components of medical associated with the provision of Covered Services. The responsible parties include, but are not limited to, Physician, Hospital, CalOptima Health and the County of Orange.   |
| Emergency Services                          | Covered Services furnished by Provider qualified to furnish those health services needed to evaluate or stabilize an Emergency Medical Condition.  |

| <b>Term</b>                      | <b>Definition</b>  |
|----------------------------------|--|
| Family Planning Services         | <p>Covered Services that are provided to individuals of childbearing age to enable them to determine the number and spacing of their children, and to help reduce the incidence of maternal and infant deaths and diseases by promoting the health and education of potential parents. Family Planning includes, but is not limited to:</p> <ol style="list-style-type: none"> <li>1. Medical and surgical services performed by or under the direct supervision of a licensed Physician for the purpose of Family Planning;</li> <li>2. Laboratory and radiology procedures, drugs and devices prescribed by a license Physician and/or are associated with Family Planning procedures;</li> <li>3. Patient visits for the purpose of Family Planning;</li> <li>4. Family Planning counseling services provided during regular patient visit;</li> <li>5. IUD and UCD insertions, or any other invasive contraceptive procedures or devices;</li> <li>6. Tubal ligations;</li> <li>7. Vasectomies;</li> <li>8. Contraceptive drugs or devices; and</li> <li>9. Treatment for the complications resulting from previous Family Planning procedures.</li> </ol> |
| Fraud                            | An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable Federal or State law, in accordance with Title 42 Code of Federal Regulations section 455.2, Welfare and Institutions Code section 14043.1(i).   |
| Health Network                   | A Physician Hospital Consortium (PHC), physician group under a shared risk contract, or health care service plan, such as a Health Maintenance Organization (HMO) that contracts with CalOptima Health to provide Covered Services to Members assigned to that Health Network.   |
| Incurred But Not Reported (IBNR) | An estimate of claims that have been incurred for medical services provided, but for which claims have not yet been received by the Health Network.  |
| Member                           | A Medi-Cal eligible beneficiary as determined by the County of Orange Social Services Agency, the California Department of Health Care Services (DHCS) Medi-Cal Program, or the United States Social Security Administration, who is enrolled in the CalOptima Health program.   |
| Network Provider                 | A Provider that subcontracts with CalOptima Health for the delivery of Medi-Cal Covered Services.  |
| Other Health Coverage            | The responsibility of an individual or entity, other than CalOptima Health or a Member, for the payment of the reasonable value of all or part of the health care benefits provided to a Member. Such OHC may originate under any other state, federal, or local medical care program or under other contractual or legal entitlements, including but not limited to, a private group or indemnification program. This responsibility may result from a health insurance policy or other contractual agreement or legal obligation, excluding tort liability.  |

| <b>Term</b>                         | <b>Definition</b>  |
|-------------------------------------|--|
| Pediatric Preventive Services (PPS) | Regular preventive health assessments, as recommended by the American Academy of Pediatrics or the Child Health and Disability Prevention (CHDP) Program. These include, but are not limited to, health and developmental history, physical examination, nutritional assessment, immunizations, vision testing, hearing testing, selected laboratory tests, health education, and anticipatory guidance. |
| Overpayment                         | Any payment made by CalOptima Health to a Provider to which the Provider is not entitled to under Title XIX of the Social Security Act   |
| Provider                            | For the purposes of this policy, a physician, nurse, nurse mid-wife, nurse practitioner, medical technician, physician assistant, hospital, laboratory, ancillary provider, health maintenance organization, physician group, Health Network, or other person or institution that furnishes Covered Services.  |
| Provider Complaint                  | The general term used to identify all provider filed request for review, and expressions of, dissatisfaction with any aspect of CalOptima Health or its Health Networks. This includes appeals, disputes and grievances.   |
| Shared Risk Group                   | A Health Network who accepts delegated clinical and financial responsibility for professional services for assigned Members, as defined by written contract and enters into a risk sharing agreement with CalOptima Health as the responsible partner for facility services.   |
| Subcontractor                       | An individual or entity who has a Subcontract with CalOptima Health that relates directly or indirectly to the performance of CalOptima Health's obligations under contract with DHCS.   |
| Unclean Claim                       | A claim from a Provider that does not have all the required data elements, documentation, or information necessary to process the claim or make a final disposition. Unclean claim shall have the same meaning as incomplete claim submission.   |
| Waste                               | The overutilization of services, or other practices that, directly or indirectly, result in unnecessary costs to a CalOptima Health Program. Waste is generally not considered to be caused by criminally negligent actions but rather the misuse of resources.  |



# HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

|   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|-----------------------------------|--|--|--|--|--|--|--|--|--|--------------------|--|--|--|--|--|--|--|--|--|-----------------------|--|--|--|--|--|--|--|--|--|
| <input type="checkbox"/> <input type="checkbox"/> PICA  |  |  |  |  |  |  |  |  |  | <input type="checkbox"/> <input type="checkbox"/> PICA   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| 1. MEDICARE <input type="checkbox"/> (Medicare#) MEDICAID <input type="checkbox"/> (Medicaid#) TRICARE <input type="checkbox"/> (ID#/DoD#) CHAMPVA <input type="checkbox"/> (Member ID#) GROUP HEALTH PLAN <input type="checkbox"/> (ID#) FECA BLK LUNG <input type="checkbox"/> (ID#) OTHER <input type="checkbox"/> (ID#) |  |  |  |  |  |  |  |  |  | 1a. INSURED'S I.D. NUMBER (For Program in Item 1)  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| 2. PATIENT'S NAME (Last Name, First Name, Middle Initial)   |  |  |  |  |  |  |  |  |  | 3. PATIENT'S BIRTH DATE MM DD YY SEX M <input type="checkbox"/> F <input type="checkbox"/>   |  |  |  |  |  |  |  |  |  | 4. INSURED'S NAME (Last Name, First Name, Middle Initial)   |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| 5. PATIENT'S ADDRESS (No., Street)  |  |  |  |  |  |  |  |  |  | 6. PATIENT RELATIONSHIP TO INSURED Self <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/> |  |  |  |  |  |  |  |  |  | 7. INSURED'S ADDRESS (No., Street)  |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| CITY  |  |  |  |  |  |  |  |  |  | STATE  |  |  |  |  |  |  |  |  |  | CITY  |  |  |  |  |  |  |  |  |  | STATE                             |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| ZIP CODE  |  |  |  |  |  |  |  |  |  | TELEPHONE (Include Area Code) ( )  |  |  |  |  |  |  |  |  |  | ZIP CODE  |  |  |  |  |  |  |  |  |  | TELEPHONE (Include Area Code) ( ) |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| 9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)   |  |  |  |  |  |  |  |  |  | 10. IS PATIENT'S CONDITION RELATED TO:   |  |  |  |  |  |  |  |  |  | 11. INSURED'S POLICY GROUP OR FECA NUMBER   |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| a. OTHER INSURED'S POLICY OR GROUP NUMBER   |  |  |  |  |  |  |  |  |  | a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input type="checkbox"/> NO  |  |  |  |  |  |  |  |  |  | a. INSURED'S DATE OF BIRTH MM DD YY SEX M <input type="checkbox"/> F <input type="checkbox"/>   |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| b. RESERVED FOR NUCC USE  |  |  |  |  |  |  |  |  |  | b. AUTO ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO PLACE (State) <input type="text"/>  |  |  |  |  |  |  |  |  |  | b. OTHER CLAIM ID (Designated by NUCC)  |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| c. RESERVED FOR NUCC USE  |  |  |  |  |  |  |  |  |  | c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO  |  |  |  |  |  |  |  |  |  | c. INSURANCE PLAN NAME OR PROGRAM NAME  |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| d. INSURANCE PLAN NAME OR PROGRAM NAME  |  |  |  |  |  |  |  |  |  | 10d. CLAIM CODES (Designated by NUCC)  |  |  |  |  |  |  |  |  |  | d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.                       |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| 12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| SIGNED  |  |  |  |  |  |  |  |  |  | DATE   |  |  |  |  |  |  |  |  |  | SIGNED  |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| 14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.  |  |  |  |  |  |  |  |  |  | 15. OTHER DATE MM DD YY QUAL.  |  |  |  |  |  |  |  |  |  | 16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY  |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| 17. NAME OF REFERRING PROVIDER OR OTHER SOURCE  |  |  |  |  |  |  |  |  |  | 17a. <input type="text"/>  |  |  |  |  |  |  |  |  |  | 18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY   |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| 17b. NPI <input type="text"/>   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 20. OUTSIDE LAB? <input type="checkbox"/> YES <input type="checkbox"/> NO \$ CHARGES <input type="text"/>   |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| 19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 22. RESUBMISSION CODE ORIGINAL REF. NO.   |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| 21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. <input type="text"/>   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 23. PRIOR AUTHORIZATION NUMBER  |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| A. <input type="text"/>   |  |  |  |  |  |  |  |  |  | B. <input type="text"/>  |  |  |  |  |  |  |  |  |  | C. <input type="text"/>   |  |  |  |  |  |  |  |  |  | D. <input type="text"/>           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| E. <input type="text"/>   |  |  |  |  |  |  |  |  |  | F. <input type="text"/>  |  |  |  |  |  |  |  |  |  | G. <input type="text"/>   |  |  |  |  |  |  |  |  |  | H. <input type="text"/>           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| I. <input type="text"/>   |  |  |  |  |  |  |  |  |  | J. <input type="text"/>  |  |  |  |  |  |  |  |  |  | K. <input type="text"/>   |  |  |  |  |  |  |  |  |  | L. <input type="text"/>           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| 24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY B. PLACE OF SERVICE C. EMG D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER E. DIAGNOSIS POINTER F. \$ CHARGES G. DAYS OR UNITS H. EPSDT Family Plan I. ID. QUAL. J. RENDERING PROVIDER ID. #                                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| 1   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| 2   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| 3   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| 4   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| 5   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| 6   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| 25. FEDERAL TAX I.D. NUMBER SSN EIN <input type="checkbox"/> <input type="checkbox"/>   |  |  |  |  |  |  |  |  |  | 26. PATIENT'S ACCOUNT NO.  |  |  |  |  |  |  |  |  |  | 27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input type="checkbox"/> YES <input type="checkbox"/> NO  |  |  |  |  |  |  |  |  |  | 28. TOTAL CHARGE \$               |  |  |  |  |  |  |  |  |  | 29. AMOUNT PAID \$ |  |  |  |  |  |  |  |  |  | 30. Rsvd for NUCC Use |  |  |  |  |  |  |  |  |  |
| 31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)  |  |  |  |  |  |  |  |  |  | 32. SERVICE FACILITY LOCATION INFORMATION  |  |  |  |  |  |  |  |  |  | 33. BILLING PROVIDER INFO & PH # ( )  |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                       |  |  |  |  |  |  |  |  |  |
| SIGNED  |  |  |  |  |  |  |  |  |  | DATE   |  |  |  |  |  |  |  |  |  | a. NPI  |  |  |  |  |  |  |  |  |  | b. NPI                            |  |  |  |  |  |  |  |  |  | a. NPI             |  |  |  |  |  |  |  |  |  | b. NPI                |  |  |  |  |  |  |  |  |  |

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APPROVED OMB-0938-1197 FORM 1500 (02-12)

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REC. #               |                      |                |                                      |                   |                                |  |    |  |                    |               |  |   |  |        |                |   |  |  |   |                  |  |  |  |  |                        |  |  |  |  |             |  |  |  |  |  |  |  |  |  |        |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |    |  |  |  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| 8 PATIENT NAME                   |  |  |  |  |                    |  |                    |  |                                | a                          |                    | 9 PATIENT ADDRESS |                    |   |                        |   |                      |   |         |                              |                      | a              |                                      |                   |                                |  |    |  |                    |               |  |   |  |        |                |   |  |  |   |                  |  |  |  |  |                        |  |  |  |  |             |  |  |  |  |  |  |  |  |  |        |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  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| 10 BIRTHDATE                     |  |  |  |  | 11 SEX             |  | 12 DATE            |  | ADMISSION 13 HR 14 TYPE 15 SRC |                            | 16 DHR             |                   | 17 STAT            |   | 18                     |   | 19                   |   | 20      |                              | 21                   |                | CONDITION CODES 22 23 24 25 26 27 28 |                   | 29 ACCT STATE                  |  | 30 |  |                    |               |  |   |  |        |                |   |  |  |   |                  |  |  |  |  |                        |  |  |  |  |             |  |  |  |  |  |  |  |  |  |        |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  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| 31 OCCURRENCE DATE               |  |  |  |  | 32 OCCURRENCE DATE |  | 33 OCCURRENCE DATE |  | 34 OCCURRENCE DATE             |                            | 35 OCCURRENCE DATE |                   | 36 OCCURRENCE DATE |   | 37                     |   | OCCURRENCE SPAN FROM |   | THROUGH |                              | OCCURRENCE SPAN FROM |                | THROUGH                              |                   | 37                             |  |    |  |                    |               |  |   |  |        |                |   |  |  |   |                  |  |  |  |  |                        |  |  |  |  |             |  |  |  |  |  |  |  |  |  |        |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  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| 42 REV. CD.                      |  |  |  |  |                    |  |                    |  |                                | 43 DESCRIPTION             |                    |                   |                    |   |                        |   |                      |   |         | 44 HCPCS / RATE / HIPPS CODE |                      |                |                                      |                   |                                |  |    |  |                    | 45 SERV. DATE |  |   |  |        | 46 SERV. UNITS |   |  |  |   | 47 TOTAL CHARGES |  |  |  |  | 48 NON-COVERED CHARGES |  |  |  |  | 49          |  |  |  |  |  |  |  |  |  |        |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  | 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| PAGE ____ OF ____                |  |  |  |  |                    |  |                    |  |                                | CREATION DATE              |                    |                   |                    |   |                        |   |                      |   |         | TOTALS ➡                     |                      |                |                                      |                   |                                |  |    |  |                    |               |  |   |  |        |                |   |  |  |   |                  |  |  |  |  |                        |  |  |  |  |             |  |  |  |  |  |  |  |  |  |        |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  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| 50 PAYER NAME                    |  |  |  |  |                    |  |                    |  |                                | 51 HEALTH PLAN ID          |                    |                   |                    |   |                        |   |                      |   |         | 52 REL INFO                  |                      | 53 ASG BEN.    |                                      | 54 PRIOR PAYMENTS |                                |  |    |  | 55 EST. AMOUNT DUE |               |  |   |  | 56 NPI |                |   |  |  |   |                  |  |  |  |  |                        |  |  |  |  |             |  |  |  |  |  |  |  |  |  |        |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  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| 58 INSURED'S NAME                |  |  |  |  |                    |  |                    |  |                                | 59 P.REL                   |                    |                   |                    |   | 60 INSURED'S UNIQUE ID |   |                      |   |         | 61 GROUP NAME                |                      |                |                                      |                   | 62 INSURANCE GROUP NO.         |  |    |  |                    |               |  |   |  |        |                |   |  |  |   |                  |  |  |  |  |                        |  |  |  |  |             |  |  |  |  |  |  |  |  |  |        |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  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| 63 TREATMENT AUTHORIZATION CODES |  |  |  |  |                    |  |                    |  |                                | 64 DOCUMENT CONTROL NUMBER |                    |                   |                    |   |                        |   |                      |   |         | 65 EMPLOYER NAME             |                      |                |                                      |                   |                                |  |    |  |                    |               |  |   |  |        |                |   |  |  |   |                  |  |  |  |  |                        |  |  |  |  |             |  |  |  |  |  |  |  |  |  |        |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  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| 66 DX                            |  |  |  |  |                    |  |                    |  |                                | 67                         |                    |                   |                    |   |                        |   |                      |   |         | 68                           |                      |                |                                      |                   |                                |  |    |  |                    |               |  |   |  |        |                |   |  |  |   |                  |  |  |  |  |                        |  |  |  |  |             |  |  |  |  |  |  |  |  |  |        |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  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| A                                |  |  |  |  |                    |  |                    |  |                                | B                          |                    |                   |                    |   |                        |   |                      |   |         | C                            |                      |                |                                      |                   |                                |  |    |  |                    | D             |  |   |  |        |                |   |  |  |   | E                |  |  |  |  |                        |  |  |  |  | F           |  |  |  |  |  |  |  |  |  | G      |  |  |  |  |  |  |  |  |  | H  |  |  |  |  |  |  |  |  |  | I |  |  |  |  |  |  |  |  |  | J |  |  |  |  |  |  |  |  |  | K |  |  |  |  |  |  |  |  |  | L |  |  |  |  |  |  |  |  |  | M |  |  |  |  |  |  |  |  |  | N |  |  |  |  |  |  |  |  |  | O |  |  |  |  |  |  |  |  |  | P |  |  |  |  |  |  |  |  |  | Q |  |  |  |  |  |  |  |  |  | R |  |  |  |  |  |  |  |  |  | S |  |  |  |  |  |  |  |  |  | T |  |  |  |  |  |  |  |  |  | U |  |  |  |  |  |  |  |  |  | V |  |  |  |  |  |  |  |  |  | W |  |  |  |  |  |  |  |  |  | X |  |  |  |  |  |  |  |  |  | Y |  |  |  |  |  |  |  |  |  | Z |  |  |  |  |  |  |  |  |  | AA |  |  |  |  |  |  |  |  |  | AB |  |  |  |  |  |  |  |  |  | AC |  |  |  |  |  |  |  |  |  | AD |  |  |  |  |  |  |  |  |  | AE |  |  |  |  |  |  |  |  |  | AF |  |  |  |  |  |  |  |  |  | AG |  |  |  |  |  |  |  |  |  | AH |  |  |  |  |  |  |  |  |  | AI |  |  |  |  |  |  |  |  |  | AJ |  |  |  |  |  |  |  |  |  | AK |  |  |  |  |  |  |  |  |  | AL |  |  |  |  |  |  |  |  |  | AM |  |  |  |  |  |  |  |  |  | AN |  |  |  |  |  |  |  |  |  | AO |  |  |  |  |  |  |  |  |  | AP |  |  |  |  |  |  |  |  |  | AQ |  |  |  |  |  |  |  |  |  | AR |  |  |  |  |  |  |  |  |  | AS |  |  |  |  |  |  |  |  |  | AT |  |  |  |  |  |  |  |  |  | AU |  |  |  |  |  |  |  |  |  | AV |  |  |  |  |  |  |  |  |  | AW |  |  |  |  |  |  |  |  |  | AX |  |  |  |  |  |  |  |  |  | AY |  |  |  |  |  |  |  |  |  | AZ |  |  |  |  |  |  |  |  |  | BA |  |  |  |  |  |  |  |  |  | BB |  |  |  |  |  |  |  |  |  | BC |  |  |  |  |  |  |  |  |  | BD |  |  |  |  |  |  |  |  |  | BE |  |  |  |  |  |  |  |  |  | BF |  |  |  |  |  |  |  |  |  | BG |  |  |  |  |  |  |  |  |  | BH |  |  |  |  |  |  |  |  |  | BI |  |  |  |  |  |  |  |  |  | BJ |  |  |  |  |  |  |  |  |  | BK |  |  |  |  |  |  |  |  |  | BL |  |  |  |  |  |  |  |  |  | BM |  |  |  |  |  |  |  |  |  | BN |  |  |  |  |  |  |  |  |  | BO |  |  |  |  |  |  |  |  |  | BP |  |  |  |  |  |  |  |  |  | BQ |  |  |  |  |  |  |  |  |  | BR |  |  |  |  |  |  |  |  |  | BS |  |  |  |  |  |  |  |  |  | BT |  |  |  |  |  |  |  |  |  | BU |  |  |  |  |  |  |  |  |  | BV |  |  |  |  |  |  |  |  |  | BW |  |  |  |  |  |  |  |  |  | BX |  |  |  |  |  |  |  |  |  | BY |  |  |  |  |  |  |  |  |  | BZ |  |  |  |  |  |  |  |  |  | CA |  |  |  |  |  |  |  |  |  | CB |  |  |  |  |  |  |  |  |  | CC |  |  |  |  |  |  |  |  |  | CD |  |  |  |  |  |  |  |  |  | CE |  |  |  |  |  |  |  |  |  | CF |  |  |  |  |  |  |  |  |  | CG |  |  |  |  |  |  |  |  |  | CH |  |  |  |  |  |  |  |  |  | CI |  |  |  |  |  |  |  |  |  | CJ |  |  |  |  |  |  |  |  |  | CK |  |  |  |  |  |  |  |  |  | CL |  |  |  |  |  |  |  |  |  | CM |  |  |  |  |  |  |  |  |  | CN |  |  |  |  |  |  |  |  |  | CO |  |  |  |  |  |  |  |  |  | CP |  |  |  |  |  |  |  |  |  | CQ |  |  |  |  |  |  |  |  |  | CR |  |  |  |  |  |  |  |  |  | CS |  |  |  |  |  |  |  |  |  | CT |  |  |  |  |  |  |  |  |  | CU |  |  |  |  |  |  |  |  |  | CV |  |  |  |  |  |  |  |  |  | CW |  |  |  |  |  |  |  |  |  | CX |  |  |  |  |  |  |  |  |  | CY |  |  |  |  |  |  |  |  |  | CZ |  |  |  |  |  |  |  |  |  | DA |  |  |  |  |  |  |  |  |  | DB |  |  |  |  |  |  |  |  |  | DC |  |  |  |  |  |  |  |  |  | DD |  |  |  |  |  |  |  |  |  | DE |  |  |  |  |  |  |  |  |  | DF |  |  |  |  |  |  |  |  |  | DG |  |  |  |  |  |  |  |  |  | DH |  |  |  |  |  |  |  |  |  | DI |  |  |  |  |  |  |  |  |  | DJ |  |  |  |  |  |  |  |  |  | DK |  |  |  |  |  |  |  |  |  | DL |  |  |  |  |  |  |  |  |  | DM |  |  |  |  |  |  |  |  |  | DN |  |  |  |  |  |  |  |  |  | DO |  |  |  |  |  |  |  |  |  | DP |  |  |  |  |  |  |  |  |  | DQ |  |  |  |  |  |  |  |  |  | DR |  |  |  |  |  |  |  |  |  | DS |  |  |  |  |  |  |  |  |  | DT |  |  |  |  |  |  |  |  |  | DU |  |  |  |  |  |  |  |  |  | DV |  |  |  |  |  |  |  |  |  | DW |  |  |  |  |  |  |  |  |  | DX |  |  |  |  |  |  |  |  |  | DY |  |  |  |  |  |  |  |  |  | DZ |  |  |  |  |  |  |  |  |  | EA |  |  |  |  |  |  |  |  |  | EB |  |  |  |  |  |  |  |  |  | EC |  |  |  |  |  |  |  |  |  | ED |  |  |  |  |  |  |  |  |  | EE |  |  |  |  |  |  |  |  |  | EF |  |  |  |  |  |  |  |  |  | EG |  |  |  |  |  |  |  |  |  | EH |  |  |  |  |  |  |  |  |  | EI |  |  |  |  |  |  |  |  |  | EJ |  |  |  |  |  |  |  |  |  | EK |  |  |  |  |  |  |  |  |  | EL |  |  |  |  |  |  |  |  |  | EM |  |  |  |  |  |  |  |  |  | EN |  |  |  |  |  |  |  |  |  | EO |  |  |  |  |  |  |  |  |  | EP |  |  |  |  |  |  |  |  |  | EQ |  |  |  |  |  |  |  |  |  | ER |  |  |  |  |  |  |  |  |  | ES |  |  |  |  |  |  |  |  |  | ET |  |  |  |  |  |  |  |  |  | EU |  |  |  |  |  |  |  |  |  | EV |  |  |  |  |  |  |  |  |  | EW |  |  |  |  |  |  |  |  |  | EX |  |  |  |  |  |  |  |  |  | EY |  |  |  |  |  |  |  |  |  | EZ |  |  |  |  |  |  |  |  |  | FA |  |  |  |  |  |  |  |  |  | FB |  |  |  |  |  |  |  |  |  | FC |  |  |  |  |  |  |  |  |  | FD |  |  |  |  |  |  |  |  |  | FE |  |  |  |  |  |  |  |  |  | FF |  |  |  |  |  |  |  |  |  | FG |  |  |  |  |  |  |  |  |  | FH |  |  |  |  |  |  |  |  |  | FI |  |  |  |  |  |  |  |  |  | FJ |  |  |  |  |  |  |  |  |  | FK |  |  |  |  |  |  |  |  |  | FL |  |  |  |  |  |  |  |  |  | FM |  |  |  |  |  |  |  |  |  | FN |  |  |  |  |  |  |  |  |  | FO |  |  |  |  |  |  |  |  |  | FP |  |  |  |  |  |  |  |  |  | FQ |  |  |  |  |  |  |  |  |  | FR |  |  |  |  |  |  |  |  |  | FS |  |  |  |  |  |  |  |  |  | FT |  |  |  |  |  |  |  |  |  | FU |  |  |  |  |  |  |  |  |  | FV |  |  |  |  |  |  |  |  |  | FW |  |  |  |  |  |  |  |  |  | FX |  |  |  |  |  |  |  |  |  | FY |  |  |  |  |  |  |  |  |  | FZ |  |  |  |  |  |  |  |  |  | GA |  |  |  |  |  |  |  |  |  | GB |  |  |  |  |  |  |  |  |  | GC |  |  |  |  |  |  |  |  |  | GD |  |  |  |  |  |  |  |  |  | GE |  |  |  |  |  |  |  |  |  | GF |  |  |  |  |  |  |  |  |  | GG |  |  |  |  |  |  |  |  |  | GH |  |  |  |  |  |  |  |  |  | GI |  |  |  |  |  |  |  |  |  | GJ |  |  |  |  |  |  |  |  |  | GK |  |  |  |  |  |  |  |  |  | GL |  |  |  |  |  |  |  |  |  | GM |  |  |  |  |  |  |  |  |  | GN |  |  |  |  |  |  |  |  |  | GO |  |  |  |  |  |  |  |  |  | GP |  |  |  |  |  |  |  |  |  | GQ |  |  |  |  |  |  |  |  |  | GR |  |  |  |  |  |  |  |  |  | GS |  |  |  |  |  |  |  |  |  | GT |  |  |  |  |  |  |  |  |  | GU |  |  |  |  |  |  |  |  |  | GV |  |  |  |  |  |  |  |  |  | GW |  |  |  |  |  |  |  |  |  | GX |  |  |  |  |  |  |  |  |  | GY |  |  |  |  |  |  |  |  |  | GZ |  |  |  |  |  |  |  |  |  | HA |  |  |  |  |  |  |  |  |  | HB |  |  |  |  |  |  |  |  |  | HC |  |  |  |  |  |  |  |  |  | HD |  |  |  |  |  |  |  |  |  | HE |  |  |  |  |  |  |  |  |  | HF |  |  |  |  |  |  |  |  |  | HG |  |  |  |  |  |  |  |  |  | HH |  |  |  |  |  |  |  |  |  | HI |  |  |  |  |  |  |  |  |  | HJ |  |  |  |  |  |  |  |  |  | HK |  |  |  |  |  |  |  |  |  | HL |  |  |  |  |  |  |  |  |  | HM |  |  |  |  |  |  |  |  |  | HN |  |  |  |  |  |  |  |  |  | HO |  |  |  |  |  |  |  |  |  | HP |  |  |  |  |  |  |  |  |  | HQ |  |  |  |  |  |  |  |  |  | HR |  |  |  |  |  |  |  |  |  | HS |  |  |  |  |  |  |  |  |  | HT |  |  |  |  |  |  |  |  |  | HU |  |  |  |  |  |  |  |  |  | HV |  |  |  |  |  |  |  |  |  | HW |  |  |  |  |  |  |  |  |  | HX |  |  |  |  |  |  |  |  |  | HY |  |  |  |  |  |  |  |  |  | HZ |  |  |  |  |  |  |  |  |  | IA |  |  |  |  |  |  |  |  |  | IB |  |  |  |  |  |  |  |  |  | IC |  |  |  |  |  |  |  |  |  | ID |  |  |  |  |  |  |  |  |  | IE |  |  |  |  |  |  |  |  |  | IF |  |  |  |  |  |  |  |  |  | IG |  |  |  |  |  |  |  |  |  | IH |  |  |  |  |  |  |  |  |  | II |  |  |  |  |  |  |  |  |  | IJ |  |  |  |  |  |  |  |  |  | IK |  |  |  |  |  |  |  |  |  | IL |  |  |  |  |  |  |  |  |  | IM |  |  |  |  |  |  |  |  |  | IN |  |  |  |  |  |  |  |  |  | IO |  |  |  |  |  |  |  |  |  | IP |  |  |  |  |  |  |  |  |  | IQ |  |  |  |  |  |  |  |  |  | IR |  |  |  |  |  |  |  |  |  | IS |  |  |  |  |  |  |  |  |  | IT |  |  |  |  |  |  |  |  |  | IU |  |  |  |  |  |  |  |  |  | IV |  |  |  |  |  |  |  |  |  | IW |  |  |  |  |  |  |  |  |  | IX |  |  |  |  |  |  |  |  |  | IY |  |  |  |  |  |  |  |  |  | IZ |  |  |  |  |  |  |  |  |  | JA |  |  |  |  |  |  |  |  |  | JB |  |  |  |  |  |  |  |  |  | JC |  |  |  |  |  |  |  |  |  | JD |  |  |  |  |  |  |  |  |  | JE |  |  |  |  |  |  |  |  |  | JF |  |  |  |  |  |  |  |  |  | JG |  |  |  |  |  |  |  |  |  | JH |  |  |  |  |  |  |  |  |  | JI |  |  |  |  |  |  |  |  |  | JJ |  |  |  |  |  |  |  |  |  | JK |  |  |  |  |  |  |  |  |  | JL |  |  |  |  |  |  |  |  |  | JM |  |  |  |  |  |  |  |  |  | JN |  |  |  |  |  |  |  |  |  | JO |  |  |  |  |  |  |  |  |  | JP |  |  |  |  |  |  |  |  |  | JQ |  |  |  |  |  |  |  |  |  | JR |  |  |  |  |  |  |  |  |  | JS |  |  |  |  |  |  |  |  |  | JT |  |  |  |  |  |  |  |  |  | JU |  |  |  |  |  |  |  |  |  | JV |  |  |  |  |  |  |  |  |  | JW |  |  |  |  |  |  |  |  |  | JX |  |  |  |  |  |  |  |  |  | JY |  |  |  |  |  |  |  |  |  | JZ |  |  |  |  |  |  |  |  |  | KA |  |  |  |  |  |  |  |  |  | KB |  |  |  |  |  |  |  |  |  | KC |  |  |  |  |  |  |  |  |  | KD |  |  |  |  |  |  |  |  |  | KE |  |  |  |  |  |  |  |  |  | KF |  |  |  |  |  |  |  |  |  | KG |  |  |  |  |  |  |  |  |  | KH |  |  |  |  |  |  |  |  |  | KI |  |  |  |  |  |  |  |  |  | KJ |  |  |  |  |  |  |  |  |  | KK |  |  |  |  |  |  |  |  |  | KL |  |  |  |  |  |  |  |  |  | KM |  |  |  |  |  |  |  |  |  | KN |  |  |  |  |  |  |  |  |  | KO |  |  |  |  |  |  |  |  |  | KP |  |  |  |  |  |  |  |  |  | KQ |  |  |  |  |  |  |  |  |  | KR |  |  |  |  |  |  |  |  |  | KS |  |  |  |  |  |  |  |  |  | KT |  |  |  |  |  |  |  |  |  | KU |  |  |  |  |  |  |  |  |  | KV |  |  |  |  |  |  |  |  |  | KW |  |  |  |  |  |  |  |  |  | KX |  |  |  |  |  |  |  |  |  | KY |  |  |  |  |  |  |  |  |  | KZ |  |  |  |  |  |  |  |  |  | LA |  |  |  |  |  |  |  |  |  | LB |  |  |  |  |  |  |  |  |  | LC |  |  |  |  |  |  |  |  |  | LD |  |  |  |  |  |  |  |  |  | LE |  |  |  |  |  |  |  |  |  | LF |  |  |  |  |  |  |  |  |  | LG |  |  |  |  |  |  |  |  |  | LH |  |  |  |  |  |  |  |  |  | LI |  |  |  |  |  |  |  |  |  | LJ |  |  |  |  |  |  |  |  |  | LK |  |  |  |  |  |  |  |  |  | LL |  |  |  |  |  |  |  |  |  | LM |  |  |  |  |  |  |  |  |  | LN |  |  |  |  |  |  |  |  |  | LO |  |  |  |  |  |  |  |  |  | LP |  |  |  |  |  |  |  |  |  | LQ |  |  |  |  |  |  |  |  |  | LR |  |  |  |  |  |  |  |  |  | LS |  |  |  |  |  |  |  |  |  | LT |  |  |  |  |  |  |  |  |  | LU |  |  |  |  |  |  |  |  |  | LV |  |  |  |  |  |  |  |  |  | LW |  |  |  |  |  |  |  |  |  | LX |  |  |  |  |  |  |  |  |  | LY |  |  |  |  |  |  |  |  |  | LZ |  |  |  |  |  |  |  |  |  | MA |  |  |  |  |  |  |  |  |  | MB |  |  |  |  |  |  |  |  |  | MC |  |  |  |  |  |  |  |  |  | MD |  |  |  |  |  |  |  |  |  | ME |  |  |  |  |  |  |  |  |  | MF |  |  |  |  |  |  |  |  |  | MG |  |  |  |  |  |  |  |  |  | MH |  |  |  |  |  |  |  |  |  | MI |  |  |  |  |  |  |  |  |  | MJ |  |  |  |  |  |  |  |  |  | MK |  |  |  |  |  |  |  |  |  | ML |  |  |  |  |  |  |  |  |  | MM |  |  |  |  |  |  |  |  |  | MN |  |  |  |  |  |  |  |  |  | MO |  |  |  |  |  |  |  |  |  | MP |  |  |  |  |  |  |  |  |  | MQ |  |  |  |  |  |  |  |  |  | MR |  |  |  |  |  |  |  |  |  | MS |  |  |  |  |  |  |  |  |  | MT |  |  |  |  |  |  |  |  |  | MU |  |  |  |  |  |  |  |  |  | MV |  |  |  |  |  |  |  |  |  | MW |  |  |  |  |  |  |  |  |  | MX |  |  |  |  |  |  |  |  |  | MY |  |  |  |  |  |  |  |  |  | MZ |  |  |  |  |  |  |  |  |  | NA |  |  |  |  |  |  |  |  |  | NB |  |  |  |  |  |  |  |  |  | NC |  |  |  |  |  |  |  |  |  | ND |  |  |  |  |  |  |  |  |  | NE |  |  |  |  |  |  |  |  |  | NF |  |  |  |  |  |  |  |  |  | NG |  |  |  |  |  |  |  |  |  | NH |  |  |  |  |  |  |  |  |  | NI |  |  |  |  |  |  |  |  |  | NJ |  |  |  |  |  |  |  |  |  | NK |  |  |  |  |  |  |  |  |  | NL |  |  |  |  |  |  |  |  |  | NM |  |  |  |  |  |  |  |  |  | NN |  |  |  |  |  |  |  |  |  | NO |  |  |  |  |  |  |  |  |  | NP |  |  |  |  |  |  |  |  |  | NQ |  |  |  |  |  |  |  |  |  | NR |  |  |  |  |  |  |  |  |  | NS |  |  |  |  |  |  |  |  |  | NT |  |  |  |  |  |  |  |  |  | NU |  |  |  |  |  |  |  |  |  | NV |  |  |  |  |  |  |  |  |  | NW |  |  |  |  |  |  |  |  |  | NX |  |  |  |  |  |  |  |  |  | NY |  |  |  |  |  |  |  |  |  | NZ |  |  |  |  |  |  |  |  |  | OA |  |  |  |  |  |  |  |  |  | OB |  |  |  |  |  |  |  |  |  | OC |  |  |  |  |  |  |  |  |  | OD |  |  |  |  |  |  |  |  |  | OE |  |  |  |  |  |  |  |  |  | OF |  |  |  |  |  |  |  |  |  | OG |  |  |  |  |  |  |  |  |  | OH |  |  |  |  |  |  |  |  |  | OI |  |  |  |  |  |  |  |  |  | OJ |  |  |  |  |  |  |  |  |  | OK |  |  |  |  |  |  |  |  |  | OL |  |  |  |  |  |  |  |  |  | OM |  |  |  |  |  |  |  |  |  | ON |  |  |  |  |  |  |  |  |  | OO |  |  |  |  |  |  |  |  |  | OP |  |  |  |  |  |  |  |  |  | OQ |  |  |  |  |  |  |  |  |  | OR |  |  |  |  |  |  |  |  |  | OS |  |  |  |  |  |  |  |  |  | OT |  |  |  |  |  |  |  |  |  | OU |  |  |  |  |  |  |  |  |  | OV |  |  |  |  |  |  |  |  |  | OW |  |  |  |  |  |  |  |  |  | OX |  |  |  |  |  |  |  |  |  | OY |  |  |  |  |  |  |  |  |  | OZ |  |  |  |  |  |  |  |  |  | PA |  |  |  |  |  |  |  |  |  | PB |  |  |  |  |  |  |  |  |  | PC |  |  |  |  |  |  |  |  |  | PD |  |  |  |  |  |  |  |  |  | PE |  |  |  |  |  |  |  |  |  | PF |  |  |  |  |  |  |  |  |  | PG |  |  |  |  |  |  |  |  |  | PH |  |  |  |  |  |  |  |  |  | PI |  |  |  |  |  |  |  |  |  | PJ |  |  |  |  |  |  |  |  |  | PK |  |  |  |  |  |  |  |  |  | PL |  |  |  |  |  |  |  |  |  | PM |  |  |  |  |  |  |  |  |  | PN |  |  |  |  |  |  |  |  |  | PO |  |  |  |  |  |  |  |  |  | PP |  |  |  |  |  |  |  |  |  | PQ |  |  |  |  |  |  |  |  |  | PR |  |  |  |  |  |  |  |  |  | PS |  |  |  |  |  |  |  |  |  | PT |  |  |  |  |  |  |  |  |  | PU |  |  |  |  |  |  |  |  |  | PV |  |  |  |  |  |  |  |  |  | PW |  |  |  |  |  |  |  |  |  | PX |  |  |  |  |  |  |  |  |  | PY |  |  |  |  |  |  |  |  |  | PZ |  |  |  |  |  |  |  |  |  | QA |  |  |  |  |  |  |  |  |  | QB |  |  |  |  |  |  |  |  |  | QC |  |  |  |  |  |  |  |  |  | QD |  |  |  |  |  |  |  |  |  | QE |  |  |  |  |  |  |  |  |  | QF |  |  |  |  |  |  |  |  |  | QG |  |  |  |  |  |  |  |  |  | QH |  |  |  |  |  |  |  |  |  | QI |  |  |  |  |  |  |  |  |  | QJ |  |  |  |  |  |  |  |  |  | QK |  |  |  |  |  |  |  |  |  | QL |  |  |  |  |  |  |  |  |  | QM |  |  |  |  |  |  |  |  |  | QN |  |  |  |  |  |  |  |  |  | QO |  |  |  |  |  |  |  |  |  | QP |  |  |  |  |  |  |  |  |  | QQ |  |  |  |  |  |  |  |  |  | QR |  |  |  |  |  |  |  |  |  | QS |  |  |  |  |  |  |  |  |  | QT |  |  |  |  |  |  |  |  |  | QU |  |  |  |  |  |  |  |  |  | QV |  |  |  |  |  |  |  |  |  | QW |  |  |  |  |  |  |  |  |  | QX |  |  |  |  |  |  |  |  |  | QY |  |  |  |  |  |  |  |  |  | QZ |  |  |  |  |  |  |  |  |  | RA |  |  |  |  |  |  |  |  |  | RB |  |  |  |  |  |  |  |  |  | RC |  |  |  |  |  |  |  |  |  | RD |  |  |  |  |  |  |  |  |  | RE |  |  |  |  |  |  |  |  |  | RF |  |  |  |  |  |  |  |  |  | RG |  |  |  |  |  |  |  |  |  | RH |  |  |  |  |  |  |  |  |  | RI |  |  |  |  |  |  |  |  |  | RJ |  |  |  |  |  |  |  |  |  | RK |  |  |  |  |  |  |  |  |  | RL |  |  |  |  |  |  |  |  |  | RM |  |  |  |  |  |  |  |  |  | RN |  |  |  |  |  |  |  |  |  | RO |  |  |  |  |  |  |  |  |  | RP |  |  |  |  |  |  |  |  |  | RQ |  |  |  |  |  |  |  |  |  | RR |  |  |  |  |  |  |  |  |  | RS |  |  |  |  |  |  |  |  |  | RT |  |  |  |  |  |  |  |  |  | RU |  |  |  |  |  |  |  |  |  | RV |  |  |  |  |  |  |  |  |  | RW |  |  |  |  |  |  |  |  |  | RX |  |  |  |  |  |  |  |  |  | RY |  |  |  |  |  |  |  |  |  | RZ |  |  |  |  |  |  |  |  |  | SA |  |  |  |  |  |  |  |  |  | SB |  |  |  |  |  |  |  |  |  | SC |  |  |  |  |  |  |  |  |  | SD |  |  |  |  |  |  |  |  |  | SE |  |  |  |  |  |  |  |  |  | SF |  |  |  |  |  |  |  |  |  | SG |  |  |  |  |  |  |  |  |  | SH |  |  |  |  |  |  |  |  |  | SI |  |  |  |  |  |  |  |  |  | SJ |  |  |  |  |  |  |  |  |  | SK |  |  |  |  |  |  |  |  |  | SL |  |  |  |  |  |  |  |  |  | SM |  |  |  |  |  |  |  |  |  | SN |  |  |  |  |  |  |  |  |  | SO |  |  |  |  |  |  |  |  |  | SP |  |  |  |  |  |  |  |  |  | SQ |  |  |  |  |  |  |  |  |  | SR |  |  |  |  |  |  |  |  |  | SS |  |  |  |  |  |  |  |  |  | ST |  |  |  |  |  |  |  |  |  | SU |  |  |  |  |  |  |  |  |  | SV |  |  |  |  |  |  |  |  |  | SW |  |  |  |  |  |  |  |  |  | SX |  |  |  |  |  |  |  |  |  | SY |  |  |  |  |  |  |  |  |  | SZ |  |  |  |  |  |  |  |  |  | TA |  |  |  |  |  |  |  |  |  | TB |  |  |  |  |  |  |  |  |  | TC |  |  |  |  |  |  |  |  |  | TD |  |  |  |  |  |  |  |  |  | TE |  |  |  |  |  |  |  |  |  | TF |  |  |  |  |  |  |  |  |  | TG |  |  |  |  |  |  |  |  |  | TH |  |  |  |  |  |  |  |  |  | TI |  |  |  |  |  |  |  |  |  | TJ |  |  |  |  |  |  |  |  |  | TK |  |  |  |  |  |  |  |  |  | TL |  |  |  |  |  |  |  |  |  | TM |  |  |  |  |  |  |  |  |  | TN |  |  |  |  |  |  |  |  |  | TO |  |  |  |  |  |  |  |  |  | TP |  |  |  |  |  |  |  |  |  | TQ |  |  |  |  |  |  |  |  |  | TR |  |  |  |  |  |  |  |  |  | TS |  |  |  |  |  |  |  |  |  | TT |  |  |  |  |  |  |  |  |  | TU |  |  |  |  |  |  |  |  |  | TV |  |  |  |  |  |  |  |  |  | TW |  |  |  |  |  |  |  |  |  | TX |  |  |  |  |  |  |  |  |  | TY |  |  |  |  |  |  |  |  |  | TZ |  |  |  |  |  |  |  |  |  | UA |  |  |  |  |  |  |  |  |  | UB |  |  |  |  |  |  |  |  |  | UC |  |  |  |  |  |  |  |  |  | UD |  |  |  |  |  |  |  |  |  | UE |  |  |  |  |  |  |  |  |  | UF |  |  |  |  |  |  |  |  |  | UG |  |  |  |  |  |  |  |  |  | UH |  |  |  |  |  |  |  |  |  | UI |  |  |  |  |  |  |  |  |  | UJ |  |  |  |  |  |  |  |  |  | UK |  |  |  |  |  |  |  |  |  | UL |  |  |  |  |  |  |  |  |  | UM |  |  |  |  |  |  |  |  |  | UN |  |  |  |  |  |  |  |  |  | UO |  |  |  |  |  |  |  |  |  | UP |  |  |  |  |  |  |  |  |  | UQ |  |  |  |  |  |  |  |  |  | UR |  |  |  |  |  |  |  |  |  | US |  |  |  |  |  |  |  |  |  | UT |  |  |  |  |  |  |  |  |  | UU |  |  |  |  |  |  |  |  |  | UV |  |  |  |  |  |  |  |  |  | UW |  |  |  |  |  |  |  |  |  | UX |  |  |  |  |  |  |  |  |  | UY |  |  |  |  |  |  |  |  |  | UZ |  |  |  |  |  |  |  |  |  | VA |  |  |  |  |  |  |  |  |  | VB |  |  |  |  |  |  |  |  |  | VC |  |  |  |  |  |  |  |  |  | VD |  |  |  |  |  |  |  |  |  | VE |  |  |  |  |  |  |  |  |  | VF |  |  |  |  |  |  |  |  |  | VG |  |  |  |  |  |  |  |  |  | VH |  |  |  |  |  |  |  |  |  | VI |  |  |  |  |  |  |  |  |  | VJ |  |  |  |  |  |  |  |  |  | VK |  |  |  |  |  |  |  |  |  | VL |  |  |  |  |  |  |  |  |  | VM |  |  |  |  |  |  |  |  |  | VN |  |  |  |  |  |  |  |  |  | VO |  |  |  |  |  |  |  |  |  | VP |  |  |  |  |  |  |  |  |  | VQ |  |  |  |  |  |  |  |  |  | VR |  |  |  |  |  |  |  |  |  | VS |  |  |  |  |  |  |  |  |  | VT |  |  |  |  |  |  |  |  |  | VU |  |  |  |  |  |  |  |  |  | VV |  |  |  |  |  |  |  |  |  | VW |  |  |  |  |  |  |  |  |  | VX |  |  |  |  |  |  |  |  |  | VY |  |  |  |  |  |  |  |  |  | VZ |  |  |  |  |  |  |  |  |  | WA |  |  |  |  |  |  |  |  |  | WB |  |  |  |  |  |  |  |  |  | WC |  |  |  |  |  |  |  |  |  | WD |  |  |  |  |  |  |  |  |  | WE |  |  |  |  |  |  |  |  |  | WF |  |  |  |  |  |  |  |  |  | WG |  |  |  |  |  |  |  |  |  | WH |  |  |  |  |  |  |  |  |  | WI |  |  |  |  |  |  |  |  |  | WJ |  |  |  |  |  |  |  |  |  | WK |  |  |  |  |  |  |  |  |  | WL |  |  |  |  |  |  |  |  |  | WM |  |  |  |  |  |  |  |  |  | WN |  |  |  |  |  |  |  |  |  | WO |  |  |  |  |  |  |  |  |  | WP |  |  |  |  |  |  |  |  |  | WQ |  |  |  |  |  |  |  |  |  | WR |  |  |  |  |  |  |  |  |  | WS |  |  |  |  |  |  |  |  |  | WT |  |  |  |  |  |  |  |  |  | WU |  |  |  |  |  |  |  |  |  | WV |  |  |  |  |  |  |  |  |  | WW |  |  |  |  |  |  |  |  |  | WX |  |  |  |  |  |  |  |  |  | WY |  |  |  |  |  |  |  |  |  | WZ |  |  |  |  |  |  |  |  |  | XA |  |  |  |  |  |  |  |  |  | XB |  |  |  |  |  |  |  |  |  | XC |  |  |  |  |  |  |  |  |  | XD |  |  |  |  |  |  |  |  |  | XE |  |  |  |  |  |  |  |  |  | XF |  |  |  |  |  |  |  |  |  | XG |  |  |  |  |  |  |  |  |  | XH |  |  |  |  |  |  |  |  |  | XI |  |  |  |  |  |  |  |  |  | XJ |  |  |  |  |  |  |  |  |  | XK |  |  |  |  |  |  |  |  |  | XL |  |  |  |  |  |  |  |  |  | XM |  |  |  |  |  |  |  |  |  | XN |  |  |  |  |  |  |  |  |  | XO |  |  |  |  |  |  |  |  |  | XP |  |  |  |  |  |  |  |  |  | XQ |  |  |  |  |  |  |  |  |  | XR |  |  |  |  |  |  |  |  |  | XS |  |  |  |  |  |  |  |  |  | XT |  |  |  |  |  |  |  |  |  | XU |  |  |  |  |  |  |  |  |  | XV |  |  |  |  |  |  |  |  |  | XW |  |  |  |  |  |  |  |  |  | XX |  |  |  |  |  |  |  |  |  | XY |  |  |  |  |  |  |  |  |  | XZ |  |  |  |  |  |  |  |  |  | YA |  |  |  |  |  |  |  |  |  | YB |  |  |  |  |  |  |  |  |  | YC |  |  |  |  |  |  |  |  |  | YD |  |  |  |  |  |  |  |  |  | YE |  |  |  |  |  |  |  |  |  | YF |  |  |  |  |  |  |  |  |  | YG |  |  |  |  |  |  |  |  |  | YH |  |  |  |  |  |  |  |  |  | YI |  |  |  |  |  |  |  |  |  | YJ |  |  |  |  |  |  |  |  |  | YK |  |  |  |  |  |  |  |  |  | YL |  |  |  |  |  |  |  |  |  | YM |  |  |  |  |  |  |  |  |  | YN |  |  |  |  |  |  |  |  |  | YO |  |  |  |  |  |  |  |  |  | YP |  |  |  |  |  |  |  |  |  | YQ |  |  |  |  |  |  |  |  |  | YR |  |  |  |  |  |  |  |  |  | YS |  |  |  |  |  |  |  |  |  | YT |  |  |  |  |  |  |  |  |  | YU |  |  |  |  |  |  |  |  |  | YV |  |  |  |  |  |  |  |  |  | YW |  |  |  |  |  |  |  |  |  | YX |  |  |  |  |  |  |  |  |  | YY |  |  |  |  |  |  |  |  |  | YZ |  |  |  |  |  |  |  |  |  | ZA |  |  |  |  |  |  |  |  |  | ZB |  |  |  |  |  |  |  |  |  | ZC |  |  |  |  |  |  |  |  |  | ZD |  |  |  |  |  |  |  |  |  | ZE |  |  |  |  |  |  |  |  |  | ZF |  |  |  |  |  |  |  |  |  | ZG |  |  |  |  |  |  |  |  |  | ZH |  |  |  |  |  |  |  |  |  | ZI |  |  |  |  |  |  |  |  |  | ZJ |  |  |  |  |  |  |  |  |  | ZK |  |  |  |  |  |  |  |  |  | ZL |  |  |  |  |  |  |  |  |  | ZM |  |  |  |  |  |  |  |  |  | ZN |  |  |  |  |  |  |  |  |  | ZO |  |  |  |  |  |  |  |  |  | ZP |  |  |  |  |  |  |  |  |  | ZQ |  |  |  |  |  |  |  |  |  | ZR |  |  |  |  |  |  |  |  |  | ZS |  |  |  |  |  |  |  |  |  | ZT |  |  |  |  |  |  |  |  |  | ZU |  |  |  |  |  |  |  |  |  | ZV |  |  |  |  |  |  |  |  |  | ZW |  |  |  |  |  |  |  |  |  | ZX |  |  |  |  |  |  |  |  |  | ZY |  |  |  |  |  |  |  |  |  | ZZ |  |  |  |  |  |  |  |  |  |
| 69 ADMIT DX                      |  |  |  |  |                    |  |                    |  |                                | 70 PATIENT REASON DX       |                    |                   |                    |   |                        |   |                      |   |         | a                            |                      |                |                                      |                   |                                |  |    |  |                    | b             |  |   |  |        |                |   |  |  |   | c                |  |  |  |  |                        |  |  |  |  | 71 PPS CODE |  |  |  |  |  |  |  |  |  | 72 ECI |  |  |  |  |  |  |  |  |  | 73 |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  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| 74 PRINCIPAL PROCEDURE CODE      |  |  |  |  |                    |  |                    |  |                                | 75                         |                    |                   |                    |   |                        |   |                      |   |         | 76 ATTENDING NPI             |                      |                |                                      |                   |                                |  |    |  |                    | QUAL          |  |   |  |        |                |   |  |  |   |                  |  |  |  |  |                        |  |  |  |  |             |  |  |  |  |  |  |  |  |  |        |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  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| LAST                             |  |  |  |  |                    |  |                    |  |                                |                            |                    |                   |                    |   |                        |   |                      |   |         | FIRST                        |                      |                |                                      |                   |                                |  |    |  |                    |               |  |   |  |        |                |   |  |  |   |                  |  |  |  |  |                        |  |  |  |  |             |  |  |  |  |  |  |  |  |  |        |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  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| LAST                             |  |  |  |  |                    |  |                    |  |                                |                            |                    |                   |                    |   |                        |   |                      |   |         | FIRST                        |                      |                |                                      |                   |                                |  |    |  |                    |               |  |   |  |        |                |   |  |  |   |                  |  |  |  |  |                        |  |  |  |  |             |  |  |  |  |  |  |  |  |  |        |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  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| LAST                             |  |  |  |  |                    |  |                    |  |                                |                            |                    |                   |                    |   |                        |   |                      |   |         | FIRST                        |                      |                |                                      |                   |                                |  |    |  |                    |               |  |   |  |        |                |   |  |  |   |                  |  |  |  |  |                        |  |  |  |  |             |  |  |  |  |  |  |  |  |  |        |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  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| 80 REMARKS                       |  |  |  |  |                    |  |                    |  |                                | 81CC a                     |                    |                   |                    |   |                        |   |                      |   |         |                              |                      |                |                                      |                   |                                |  |    |  |                    |               |  |   |  |        |                |   |  |  |   |                  |  |  |  |  |                        |  |  |  |  |             |  |  |  |  |  |  |  |  |  |        |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  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## PROVIDER DISPUTE RESOLUTION REQUEST

### INSTRUCTIONS

- Please complete the below form. Fields with an asterisk ( \* ) are required.
- Be specific when completing the DESCRIPTION OF DISPUTE and EXPECTED OUTCOME.
- Provide additional information to support the description of the dispute.
- For routine follow-up regarding claims status, please contact the CalOptima Claims Provider Line: 714-246-8885
- Mail the completed form to: CalOptima Health Claims Provider Dispute

P.O. Box 11037  
Orange, CA 92856

**PRODUCT TYPE:** ☐ MEDI-CAL ☐ MEDICARE ☐ COMMERCIAL

**\*PROVIDER NPI:**

**\*PROVIDER TAX ID # / Medicare ID #:**

**\*PROVIDER NAME:**

**CONTRACTED:** ☒ YES ☐ NO

**PROVIDER ADDRESS:**

**PROVIDER TYPE** ☐ MD ☐ Mental Health Professional ☐ Mental Health Institutional ☐ Hospital ☐ ASC  
☐ SNF ☐ DME ☐ Rehab ☐ Home Health ☐ Ambulance ☐ Other \_\_\_\_\_  
(please specify type of "other")

**CLAIM INFORMATION** ☐ Single ☐ Multiple "LIKE" Claims (complete attached spreadsheet) *Number of claims:* \_\_\_\_\_

**\* Patient Name:**

**Date of Birth:**

**\* Health Plan ID Number:**

**Patient Account Number:**

**Original Claim ID Number:** (If multiple claims, use attached spreadsheet)

**Service "From/To" Date:** ( \* Required for Claim, Billing, and Reimbursement Of Overpayment Disputes)

**Original Claim Amount Billed:**

**Original Claim Amount Paid:**

### DISPUTE TYPE

- ☐ Claim  
☐ Appeal of Medical Necessity / Utilization Management Decision  
☐ Disputing Request For Reimbursement Of Overpayment

- ☐ Seeking Resolution Of A Billing Determination  
☐ Contract Dispute  
☐ Other:

**\* DESCRIPTION OF DISPUTE:**

**EXPECTED OUTCOME:**

**Contact Name (please print)**

**Title**

( )  
**Phone Number**

**Signature**

**Date**

( )  
**Fax Number**

**CHECK HERE IF ADDITIONAL  
INFORMATION IS ATTACHED  
(Please do not staple)**

*For Health Plan Use Only*

TRACKING NUMBER \_\_\_\_\_ PROV ID# \_\_\_\_\_  
CONTRACTED \_\_\_\_\_ NON-CONTRACTED \_\_\_\_\_

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# PROVIDER DISPUTE RESOLUTION REQUEST

## Tracking Form

(For Optional Use by Health Plan/Delegated Provider)

| Number | * Patient Name |       | Date of Birth | * Health Plan ID Number | Original Claim ID Number | * Service From/To Date | Original Claim Amount Billed | Original Claim Amount Paid | Expected Outcome |
|--------|----------------|-------|---------------|-------------------------|--------------------------|------------------------|------------------------------|----------------------------|------------------|
|        | Last           | First |               |                         |                          |                        |                              |                            |                  |
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| 14     |                |       |               |                         |                          |                        |                              |                            |                  |
| 15     |                |       |               |                         |                          |                        |                              |                            |                  |

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☐ CHECK HERE IF ADDITIONAL  
INFORMATION IS ATTACHED  
(Please do not staple)

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Policy: MA.3101  
Title: **Claims Processing**  
Department: Claims Administration  
Section: Not Applicable

CEO Approval: /s/

Effective Date: 08/01/2005

Revised Date: TBD

Applicable to: ☐ Medi-Cal  
☒ OneCare  
☒ OneCare Connect  
☒ PACE  
☐ Administrative

## I. PURPOSE

This policy ensures the timely and accurate processing and adjudication of claims by CalOptima Health or a Health Network in accordance with applicable statutory, and regulatory requirements, and the Division of Financial Responsibility (DOFR).

## II. POLICY

- A. CalOptima Health or a Health Network shall reimburse a claim for Covered Services rendered to a Member in accordance with the standard allowances set by CalOptima Health Medi-Cal Fee Schedule, Medicare Fee Schedules, or contractual rates with a ~~contracted~~Contracted Provider.
- B. A Provider shall submit a claim for Covered Services ~~rendered on, or after, January 1, 2010,~~ as follows:
1. A Non-Contracted Provider shall submit a claim for Covered Services rendered to a Member within one (1) calendar year after the date of service.
  2. A ~~contracted~~Contracted Provider shall submit a claim for Covered Services rendered to a Member within the time frame specified in the ~~contracted~~Contracted Provider agreement. If the ~~contracted~~Contracted Provider agreement does not specify a time frame, the ~~contracted~~Contracted Provider shall submit a claim within one (1) calendar year after the date of service.
- C. CalOptima Health or a Health Network shall make timely and reasonable payment for the following Covered Services provided to a Member by a Non-Contracted Provider:
1. Ambulance services dispatched through 911 or its local equivalent, where other means of transportation may endanger the Member's health, as provided in CalOptima Health Policy GG.1505: Transportation: Emergency, Non-Emergency, and Non-Medical; and in accordance with Title 42 of the Code of Federal Regulations, Section 410.40;

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2. Emergency Services—~~Emergency medical services~~ do not require Prior Authorization. If it is determined that the Member is to be admitted and CalOptima Health or a Health Network does not have a notification of an inpatient admission from the ~~ER~~emergency department on file for the room and board charges, CalOptima Health or a Health Network must pay the emergency triage fee and request Medical Records;
  3. Urgently needed services;
  4. Authorized post-stabilization care services;
  5. Renal dialysis services when the Member is temporarily out-of-area and cannot reasonably access a ~~contracted~~Contracted Provider for such Covered Services;
  6. Denied Covered Services that are determined in the Appeal processes in CalOptima Health policies to be services the Member was entitled to have furnished, or paid for, by CalOptima Health or a Health Network; and
  7. CalOptima Health or a Health Network shall provide Medically Necessary, Covered Services to a Member through an ~~out-of-network~~Non-Contracted Provider when CalOptima Health or a Health Network is unable to provide the services in the contracted network in accordance with CalOptima Health Policy EE.1141: CalOptima Provider Contracts.
- D. CalOptima Health or a Health Network shall pay, or deny, a claim as follows:
1. Contracted Providers
    - a. CalOptima Health or a Health Network shall pay, or deny, a claim from a ~~contracted~~Contracted Provider, or portion thereof, in accordance with the time frames, terms, and conditions of the Provider ~~Agreement~~agreement.
  2. Non-Contracted Providers
    - a. CalOptima Health or a Health Network shall pay, or deny, ninety-five percent (95%) of all Clean Claims from Non-Contracted Providers within thirty (30) calendar days after the date of receipt.
    - b. CalOptima Health or a Health Network shall pay, or deny, all other claims from Non-Contracted Providers within sixty (60) calendar days after the date of receipt.
    - c. If CalOptima Health or a Health Network fails to pay a Clean Claim from a Non-Contracted Provider within thirty (30) calendar days after the date of receipt, it shall pay interest at the rate used for purposes of Title 31 of the United States Code, Section 3902(a), for the period beginning on the thirty-first (31st) day after receipt and ending on the date on which CalOptima or a Health Network makes payment.
    - d. CalOptima Health or a Health Network shall reimburse a Non-Contracted Provider at the Medicare Fee Schedule for Medicare Part B professional services.
    - e. ~~For Dates of Service effective beginning January 1, 2019,~~ CalOptima Health or a Health Network shall administer the Centers for Medicare & Medicaid Services (CMS) Merit-based Incentive Payment System (MIPS) for Part B professional services provided by non-

contracted, MIPS-eligible providers in the same manner as any other changes in the applicable Medicare payment schedules. CalOptima Health or a Health Network shall make positive and negative payment adjustments to Medicare Part B professional services as identified by CMS in the MIPS adjustment data files.

i. CalOptima Health or a Health Network shall apply positive MIPS payment adjustments, within thirty (30) calendar days of receipt of a ~~clean claim~~ Clean Claim regardless of the dates of service.

E. If CalOptima Health or a Health Network denies payment of a Clean Claim, CalOptima Health or a Health Network shall notify the Member with the Notice of Denial of Payment.

1. The Notice of Denial of Payment shall clearly state the service denied and the denial reason within time frames set forth in the provisions of this Policy. CalOptima Health or a Health Network shall provide the following information on the Denial of Payment form in a clear, accurate, and understandable format:

- a. The specific reasons for the payment denial;
- b. Inform the Member of his or her right to request an Appeal;
- c. Describe the Appeals process, time frames, and other elements; and
- d. Inform the Member of his or her right to submit additional evidence in writing, or in person.

2. If a service is not covered under the Medicare program, but is covered by and payable under a Member's Medi-Cal coverage, CalOptima Health or a Health Network shall not send the Member a Notice of Denial of Payment.

F. The CalOptima Health Claims Administration Department or a Health Network shall utilize paid, denied, and pended claims reports to monitor the accuracy and timeliness of claims processing and payment.

G. CalOptima Health or a Health Network shall identify payers that are primary to Medicare, shall determine the amounts payable by them, and shall coordinate benefits in accordance with CalOptima Policies MA.3103: Claims Coordination of Benefits and CMC.3103: Claims Coordination of Benefits.

H. CalOptima Health or a Health Network shall reopen a claim for clerical errors in accordance with this Policy.

I. Provider Dispute Resolution (PDR) and Appeal ~~and Grievance~~

1. A ~~Provider may~~ Contracted provider may dispute or Appeal a claim determination in accordance with CalOptima Health ~~Policies MA.9005: Payment Appeal and CMC.9005: Payment Appeal~~ Policy MA.9006: Contracted Provider Complaint Process.

2. ~~In case of a Payment Dispute Resolutions (PDR), the CalOptima Health Claim-Administration Department or Health Network shall inform the~~ A Non-Contracted Provider in the notice of PDR decision of his right to may dispute or Appeal a claim determination in accordance with CalOptima Health Policy MA.9009: Non-Contracted

Provider Complaint Process.

~~2.3. Providers may file a complaint with CalOptima Health, Medical Necessity Appeal in accordance with CalOptima Health Policy MA.9006: Provider Complaint Process9015: Standard Integrated Appeals.~~

~~3. The CalOptima Health Claims Administration Department and Health Network staff shall accept, track, report all NCP PDRs as determined by CalOptima Health's Audit & Oversight Department.~~

~~4. Non-Contracted Providers may file a PDR within one hundred and eighty (180) calendar days from the receipt of the Remittance Advice (RA) for level of payment disputes (The notice of initial determination is presumed to be received five (5) calendar days from the date of the RA unless there is evidence to the contrary.).~~

~~5. The Claims Administration Department or the Health Network shall issue a PDR notice to the NCP within thirty (30) calendar days of the receipt of the request.~~

~~6. The CalOptima Health Grievance and Appeals Resolution Service and Claims Administration Departments and Health Networks shall document all actions taken related to the PDR, or Appeal, request in its tracking system and/or hard copy including, but not limited to:~~

~~a. Provider's name;~~

~~b. Date received;~~

~~c. Name of staff that received the complaint at CalOptima Health;~~

~~d. Designated contact person;~~

~~e. Description of the complaint;~~

~~f. Date;~~

~~g. Dispositions; and~~

~~h. Appeal Review.~~

### III. PROCEDURE

A. If CalOptima Health or a Health Network receives a claim for which it is not financially responsible, it shall forward the claim to the responsible party within ten (10) business days after the date of receipt, as applicable.

#### B. Invalid/Incomplete Claims

1. If CalOptima Health or a Health Network receives an Invalid or Incomplete Claim, it shall notify the Provider no later than ten (10) business days after the date of receipt, in writing, with a request for the missing or invalid information.

2. If CalOptima Health or a Health Network does not receive the requested information within forty-

five ~~(45) calendar days after the date of CalOptima Health's notice, or a Health Network notice, CalOptima Health or a Health Network shall review the claim with~~  
~~(45) calendar days after the date of CalOptima Health's notice, CalOptima Health's or a Health Network notice, CalOptima Health or a Health Network shall review the claim with~~  
the information available and shall make an initial determination to pay, or deny, the claim.

3. If CalOptima Health or a Health Network denies an Invalid/Incomplete Claim, the Provider shall have no rights to Appeal such denial.

#### C. Non-Clean Claims

1. If CalOptima Health or a Health Network receives a claim that lacks required information, it shall change the claim status to "pending."
2. CalOptima Health or a Health Network shall notify a Provider of a Non-Clean Claim no later than thirty (30) business days after the date of receipt, in writing, with a request for the missing information. If CalOptima Health or a Health Network requests reasonably relevant information from a Provider in addition to information that the Provider submits with a claim, CalOptima Health or a Health Network shall provide a written explanation of the necessity for such request.
3. Contracted/Non-Contracted Providers:
  - a. If CalOptima Health or a Health Network does not receive the requested information within forty- five (45) calendar days after it receives the claim, CalOptima Health or a Health Network shall send a second (2<sup>nd</sup>) letter to the ~~contracted~~Contracted/Non-Contracted Provider requesting such information.
  - b. If CalOptima Health or a Health Network does not receive the requested information within fifty-five (55) calendar days after it receives the claim, CalOptima Health or a Health Network shall review the claim with the information available and shall make a determination to pay or deny the claim.
4. CalOptima Health or a Health Network shall reprocess the pending claim upon receipt of the requested information in accordance with the time frames set forth in this Policy.
5. If CalOptima Health or a Health Network denies a claim based on a Provider's failure to provide requested Medical Records or other information, it shall process any dispute arising from the denial of such claim as a ~~Provider Grievance~~PDR or Appeal, in accordance with Section II.I. of this Policy.
6. If CalOptima Health or a Health Network denies a claim based on a Provider's failure to file the claim within the time frames set forth in Section II.B. of this Policy, upon the Provider's submission of a ~~Grievance~~PDR or an Appeal in accordance with Section II.I. of this Policy and the demonstration of good cause for the delay, CalOptima Health or a Health Network shall have the right to accept and adjudicate the claim.
7. CalOptima Health or a Health Network may review a claim for National Correct Coding Initiative (NCCI) edits and may deny a claim based on improper coding and/or improper billing of professional and/or facility claims. CalOptima Health or a Health Network may contract with a third-party vendor to review claims for NCCI edits, or improper billing practices.

D. CalOptima Health or a Health Network Reopening of Claims

1. CalOptima Health or a Health Network shall reopen a claim for clerical errors including minor errors or omissions such as human or mechanical errors on the part of CalOptima Health or a Health Network, such as:
  - a. Mathematical or computational mistakes;
  - b. Transposed procedure or diagnostic codes;
  - c. Inaccurate data entry;
  - d. Misapplication of a fee schedule;
  - e. Computer errors;
  - f. Denial of claims as duplicates which the provider believes were incorrectly identified as a duplicate; or
  - g. Incorrect data items, such as provider number, use of a modifier or date of service.
2. The following does not constitute grounds for Reopening of a claim:
  - a. Failing to bill for certain items or services;
  - b. Untimely filing; or
  - c. Redetermination requests.
3. CalOptima Health or a Health Network, a Provider, or any other party to the determination decision may request CalOptima Health or a Health Network reopen a claim as follows:
  - a. The request may be made verbally or in writing.
  - b. CalOptima Health or a Health Network shall complete the claim determination within sixty (60) calendar days from the date of receipt of the party's written or verbal request to reopen.
  - c. If the reopening action results in a revised claim determination or decision that results in payment to a Provider, CalOptima Health or a Health Network shall issue a revised electronic or paper remittance advice notice.
  - d. If the reopening action results in an adverse revised claim determination or decision, CalOptima Health or a Health Network shall provide a written notice to the Provider that states the basis for the adverse determination and provide Appeal rights; the applicable rights according to Section II. I. of this policy.
4. When reviewing a request to reopen a claim, CalOptima Health or a Health Network can consider new and material evidence if it meets the following:
  - a. Was not readily available or known to the person or entity requesting/initiating the reopening at the time of the initial determination;

- 1 b. Does not include evidence that was, or reasonably could have been, available to the decision-  
2 maker at the time the decision was made; and  
3  
4 c. May result in a conclusion different from that reached in the initial claim determination or  
5 redetermination.  
6  
7 5. CalOptima Health or a Health Network may reopen a claim within one (1) to four (4) years from  
8 the date of the initial claim determination, as applicable.  
9  
10 6. The reopening of a claim is separate and distinct from the Appeals process as provided in  
11 CalOptima Health Policies MA.9005: Payment Appeal ~~and CMC.9005: Payment Appeal,~~  
12 MA.9009: Non-Contracted Provider Complaint Process, and MA.9015: Standard Integrated  
13 Appeals.  
14  
15 7. The decision of CalOptima Health or a Health Network to reopen a claim determination ~~is not an~~  
16 ~~initial claim determination~~ constitutes a new Organization Determination and is therefore not  
17 ~~subject~~ CalOptima or the Health Network must issue an Organization Determination to the  
18 provider with instructions on how to Appeal or dispute, consistent with the regulations under 42  
19 CFR, Subpart M.  
20  
21 8. Revised claim determinations resulting from a reopening action will be subject to Appeal.  
22  
23 E. Denial to Reopen a Claim  
24  
25 1. CalOptima Health or a Health Network has the discretion to determine the criteria and  
26 corrections necessary to reopen a claim. CalOptima Health or a Health Network shall notify the  
27 requesting party in writing of the decision not to reopen.  
28  
29 F. Notifications Related to Determinations that are Reopened and Changed  
30  
31 1. CalOptima Health or a Health Network shall ensure the following for written notifications:  
32  
33 a. Are delivered to the last known address when the determination or decision is reopened and  
34 revised;  
35  
36 b. State the rational and basis for the reopening and revision;  
37  
38 c. State the specific reason for the revision or change in rationale, written in a manner that is  
39 understandable; and  
40  
41 d. Provide information on any ~~appeal rights~~ additional rights as provided in Section II. I of this  
42 policy.  
43  
44 G. Record Maintenance  
45  
46 1. CalOptima Health or a Health Networks shall maintain a claims retrieval system that identifies  
47 and acknowledges the date of receipt, whether or not a claim is a Clean Claim, the action  
48 taken on the claim (i.e., paid, denied, pending) and the date CalOptima Health or a Health  
49 Networks took such action, in the same manner that the Provider submitted the claim.  
50  
51 2. CalOptima Health or a Health Networks shall maintain all Member Medical Records and  
52 claim information data for a period of at least ten (10) years from the latest CMS contracting

period, or audit, whichever is later, and shall not remove, or transfer, such records, or data, from its offices except in accordance with applicable laws.

#### IV. ATTACHMENT(S)

- A. OneCare -DSNP Coverage Decision Letter Integrated -(CMS-10716); ~~OMB Approval 0938-1386(Expires: 11/30/2023)~~
- B. OneCare Connect Notice of Denial of Payment
- C. PACE Notice of Action (NOA) for Service or Payment Request

#### V. REFERENCE(S)

- A. CalOptima Health Contract with the Centers for Medicare & Medicaid Services (CMS) for Medicare Advantage
- B. CalOptima Health Three-Way Contract with the Centers for Medicare & Medicaid Services (CMS) and the Department of Health Care Services (DHCS) for Cal MediConnect
- C. CalOptima Health PACE Program Agreement
- D. CalOptima Health Policy CMC.3103: Claims Coordination of Benefits
- E. CalOptima Health Policy CMC.9005: Payment Appeal
- F. CalOptima Health Policy EE.1141: CalOptima Health Provider Contracts
- G. CalOptima Health Policy GG.1505: Transportation: Emergency, Non-Emergency, and Non-Medical
- H. CalOptima Health Policy MA.3103: Coordination of Benefits
- I. CalOptima Health Policy MA.9005: Payment Appeal
- J. CalOptima Health Policy MA.9006: Contracted Provider Complaint Process
- K. CalOptima Health Policy MA.9009: Non-Contracted Provider Complaint Process
- L. CalOptima Health Policy MA.9015 Standard Integrated Appeals
- ~~K.M.~~ Centers for Medicare and Medicaid Services (CMS): Release of 2020 MIPS Payment Adjustment Data File
- ~~L.N.~~ Centers for Medicare and Medicaid (CMS): Application of the Merit-based Incentive Payment System (MIPS) Payment Adjustment to Medicare Advantage Out-of-Network Payments - Update
- ~~M.O.~~ Medicare Managed Care Manual, Chapter 4: Benefits and Beneficiary Protections
- ~~N.P.~~ Medicare Managed Care Manual, Chapter 6: Relationships with Providers
- ~~O.Q.~~ Medicare Managed Care Claims Processing Manual Chapter 34: Reopening and Revision of Claim Determinations and Decisions
- ~~P.R.~~ Patient Protection and Affordable Care Act, §6404
- ~~Q.S.~~ Title 31, United States Code (U.S.C.), §3902(a)
- ~~R.T.~~ S. Title 42, Code of Federal Regulations (C.F.R.), §§405.927, 405.980(a)(3), 410.40, 422.113, 422.132, 422.214, 422.504(g), 422.520(a)(2), 422.568, 414.1300 et seq., and 414.1400 et seq.

#### VI. REGULATORY AGENCY APPROVAL(S)

None to Date

#### VII. BOARD ACTION(S)

| Date       | Meeting   |
|------------|---|
| 10/03/2019 | Regular Meeting of the CalOptima Board of Directors               |
| 12/03/2020 | Regular Meeting of the CalOptima Board of Directors               |
| 05/05/2022 | Regular Meeting of the CalOptima Board of Directors               |
| <u>TBD</u> | <u>Regular Meeting of the CalOptima Health Board of Directors</u> |

## VIII. REVISION HISTORY

| Action         | Date       | Policy         | Policy Title             | Program(s)  |
|----------------|------------|----------------|--------------------------|---|
| Effective      | 08/01/2005 | MA.3101        | Claims Processing        | OneCare   |
| Revised        | 07/01/2007 | MA.3101        | Claims Processing        | OneCare   |
| Revised        | 07/01/2009 | MA.3101        | Claims Processing        | OneCare   |
| Revised        | 07/01/2010 | MA.3101        | Claims Processing        | OneCare   |
| Revised        | 12/01/2014 | MA.3101        | Claims Processing        | OneCare<br>OneCare Connect<br>PACE                      |
| Revised        | 01/01/2017 | MA.3101        | Claims Processing        | OneCare<br>OneCare Connect<br>PACE                      |
| Revised        | 04/01/2019 | MA.3101        | Claims Processing        | OneCare<br>OneCare Connect<br>PACE                      |
| Revised        | 10/03/2019 | MA.3101        | Claims Processing        | OneCare<br>OneCare Connect<br>PACE                      |
| Revised        | 12/03/2020 | MA.3101        | Claims Processing        | OneCare<br>OneCare Connect<br>PACE                      |
| Revised        | 01/01/2022 | MA.3101        | Claims Processing        | OneCare<br>OneCare Connect<br>PACE                      |
| Revised        | 05/05/2022 | MA.3101        | Claims Processing        | OneCare<br>OneCare Connect<br>PACE                      |
| Revised        | 04/01/2023 | MA.3101        | Claims Processing        | OneCare<br>OneCare Connect<br>PACE                      |
| <u>Revised</u> | <u>TBD</u> | <u>MA.3101</u> | <u>Claims Processing</u> | <u>OneCare</u><br><u>OneCare Connect</u><br><u>PACE</u> |

## IX. GLOSSARY

| Term   | Definition   |
|--|--|
| Appeal   | <p><u>OneCare</u>: Any of the procedures that deal with the review of an adverse initial determination made by CalOptima Health -on health care services or benefits under Part C or D the Member believes he or she is entitled to receive, including a delay in providing, arranging for, or approving the health care services or drug coverage (when a delay would adversely affect the health of the Member), or on any amounts the Member must pay for a service or drug as defined in 42 CFR §422.566(b) and §423.566(b). These procedures include reconsideration or redetermination-, a reconsideration by an independent review entity (IRE), adjudication by an Administrative Law Judge (ALJ) or attorney adjudicator, review by the Medicare Appeals Council (MAC), and judicial review.</p> <p><del><u>OneCare Connect</u>: Any of the procedures that deal with the review of adverse Organization Determinations on a health care service a Member believes he or she is entitled to receive, including delay in providing, arranging for, or approving the Covered Service, or on any amounts the Member must pay for a service as defined in Title 42 of the Code of Federal Regulations, Section 422.566(b). An Appeal may include Reconsideration by CalOptima Health and if necessary, the Independent Review Entity, hearings before an Administrative Law Judge (ALJ), review by the Departmental Appeals Board (DAB), or a judicial review.</del></p> <p><u>OneCare Connect</u>: In general, a Member's actions, both internal and external to CalOptima Health requesting review of CalOptima Health's denial, reduction or termination of benefits or services, from CalOptima Health.</p> <p><u>Appeals relating to Medi-Cal covered benefits and services shall proceed pursuant to the laws and regulations governing Medi-Cal Appeals and 42 CFR sections 422.629 through 422.634, 438.210, 438.400, and 438.402. Appeals relating to Medicare covered benefits and services shall proceed pursuant to the laws and regulations governing Medicare Appeals. A Medi-Cal based Appeal is defined as review by CalOptima Health of an Adverse Benefit Determination.</u></p> <p><u>PACE</u>: A Participant's action taken with respect to the PACE organization's noncoverage of, modification of, or nonpayment for, a service including denials, reductions or termination of services, as defined by federal PACE regulation 42 CFR Section 460.122.</p> |
| Centers for Medicare & Medicaid Services (CMS) | The federal agency under the United States Department of Health and Human Services responsible for administering the Medicare and Medicaid programs.   |
| Clean Claim                                    | A claim for covered services that has no defect, impropriety, lack of any required substantiating documentation - including the substantiating documentation needed to meet the requirements for encounter data - or particular circumstance requiring special treatment that prevents timely payment; and a claim that otherwise conforms to the clean claim requirements for equivalent claims under original Medicare.  |

| Term   | Definition   |
|--|--|
| <u>Contracted &amp; Contracting Provider</u> | <p><u>OneCare/OneCare Connect</u>: A Provider who is obligated by a written contract to provide Covered Services to Members on behalf of CalOptima Health, or its contracted Health Networks.</p> <p><u>PACE</u>: A Physician, Nurse, technician, teacher, researcher, hospital, home health agency, nursing home or any other individual or institution that contracts with CalOptima PACE to provide medical services to CalOptima PACE's plan Members.</p>  |
| Covered Services                             | <p><u>OneCare</u>: Those medical services, equipment, or supplies that CalOptima Health is obligated to provide to Members under the Centers of Medicare &amp; Medicaid Services (CMS) Contract.</p> <p><u>OneCare Connect</u>: Those medical services, equipment, or supplies that CalOptima Health is obligated to provide to Members under the Three-Way Contract with the Department of Health Care Services (DHCS) and Centers for Medicare &amp; Medicaid Services (CMS) Contract.</p> <p><u>PACE</u>: Those services set for the in California Code of Regulations, title 22, chapter 3, article 4, beginning with section 51301, and title 17, division 1, chapter 4, subchapter 13, beginning with Section 6840, unless otherwise specifically excluded under the terms of the DHCS PACE Contract with CalOptima Health, or other services as authorized by the CalOptima Health Board of Directors.</p>  |
| Emergency Care                               | <p>Covered Services provided to a Participant immediately, because of an injury or sudden illness and the time required to reach a CalOptima Health PACE facility or a network provider would cause risk of permanent damage to the Participant's health. This includes inpatient and outpatient services. Participants are not required to receive <del>prior authorization</del> <u>Prior Authorization</u> for emergency care.</p>  |
| Emergency Services                           | <p>Those covered inpatient and outpatient services required that are:</p> <ol style="list-style-type: none"> <li>1. Furnished by a physician qualified to furnish emergency services; and</li> <li>2. Needed to evaluate or stabilize an Emergency Medical Condition.</li> </ol>   |
| Grievance                                    | <p><del>OneCare: An expression of dissatisfaction with any aspect of the operations, activities or behavior of a plan or its delegated entity in the provision of health care items, services, or prescription drugs, regardless of whether remedial action is requested or can be taken.</del></p> <p><del>OneCare Connect</del>: Any complaint or dispute, other than one that constitutes an organization determination under 42 C.F.R. § 422.566 or other than an Adverse Benefit Determination under 42 C.F.R. § 438.400, expressing dissatisfaction with any aspect of the CalOptima Health's or Provider's operations, activities, or behavior, regardless of whether remedial action is requested pursuant to 42 C.F.R. § 422.561. (Possible subjects for Grievances include, but are not limited to, the quality of care or services provided and aspects of interpersonal relationships such as rudeness of a Provider or employee, or failure to respect the Member's rights). Also called a "Complaint."</p> <p><u>PACE</u>: A complaint, either written or oral, expressing dissatisfaction with service delivery or the quality of care furnished, as defined by the federal PACE regulation 42 CFR Section 460.120.</p> |

| Term  | Definition  |
|---|---|
| Health Network                              | A Physician Hospital Consortium (PHC), physician group under a shared risk contract, or health care service plan, such as a Health Maintenance Organization (HMO) that contracts with CalOptima Health to provide Covered Services to Members assigned to that Health Network.  |
| Invalid/Incomplete Claim                    | Claims lacking minimum data needed for adjudication thru the core operating system.- This includes any claim that: <ol style="list-style-type: none"> <li>1. Is incomplete or is missing required information; or</li> <li>2. Contains complete and necessary information, however, the information provided is invalid. -</li> </ol>   |
| <del>Non-Clean Claim</del>                  | <del>A claim for covered services that lacks required documentation such as medical records or authorization numbers.-</del>  |
| <del>Non-Contracted-Provider</del>          | <del>A Provider that is not obligated by written contract to provide Covered Services to a Member on behalf of CalOptima Health or a Health Network.</del>  |
| Medicare Fee Schedule                       | A fee schedule is a complete listing of fees used by Medicare to pay doctors or other providers/suppliers. -This comprehensive listing of fee maximums is used to reimburse a physician and/or other providers on a fee-for-service basis.- CMS develops fee schedules for physicians, ambulance services, clinical laboratory services, and durable medical equipment, prosthetics, orthotics, and supplies.   |
| Medical Record                              | A medical record, health record, or medical chart in general is a systematic documentation of a single individual's medical history and care over time. The term 'Medical Record' is used both for the physical folder for each individual patient and for the body of information which comprises the total of each patient's health history. Medical records are intensely personal documents and there are many ethical and legal issues surrounding them such as the degree of third-party access and appropriate storage and disposal.                                   |
| Member                                      | A beneficiary enrolled in a CalOptima Health program.   |
| Merit-based Incentive Payment System (MIPS) | The program required by Section 101(b) of the Medicare Access and CHIP Reauthorization Act (MACRA) of 2015 which consolidated certain aspects of three current incentive programs – the Medicare Electronic Health Record (EHR) Incentive Program for eligible professionals, the Physician Quality Reporting System (PQRS), and the Value-based Payment Modifier – into the MIPS program which applies performance-based positive, neutral, or negative adjustments to Medicare Fee Schedule payments to MIPS-eligible clinicians for Medicare Part B professional services. |
| <del>Non-Clean Claim</del>                  | <del>A claim for covered services that lacks required documentation such as medical records or authorization numbers.</del>   |
| <del>Non-Contracted Provider</del>          | <del>A Provider that is not obligated by written contract to provide Covered Services to a Member on behalf of CalOptima Health or a Health Network.</del>  |

| Term                              | Definition   |
|-----------------------------------|--|
| <u>Organization Determination</u> | <p><u>Any determination made by CalOptima Health, or its delegated entity with respect the following:</u></p> <ol style="list-style-type: none"> <li><u>1. Payment for temporarily out-of-area renal dialysis services, emergency services, post-stabilization care, or urgently needed services;</u></li> <li><u>2. Payment for any other health services furnished by a Provider that the Member believes:</u> <ol style="list-style-type: none"> <li><u>a. Are covered under Medicare; or</u></li> <li><u>b. If not covered under Medicare, should have been furnished, arranged for, or reimbursed by CalOptima Health.</u></li> </ol> </li> <li><u>3. Refusal to authorize, provide or pay for services, in whole or in part, including the type or level of services, which the Member believes should be furnished or arranged by CalOptima Health;</u></li> <li><u>4. Reduction or premature discontinuation, of a previously authorized ongoing course of treatment; or</u></li> <li><u>5. Failure to approve, furnish, arrange for, or provide payment for health care services in a timely manner, or to provide timely notice of an adverse determination, such that a delay would adversely affect the health of the Member.</u></li> </ol> |
| Prior Authorization               | <p><u>OneCare &amp; OneCare Connect:</u> A process through which a physician or other health care provider is required to obtain advance approval from the plan that payment will be made for a service or item furnished to a Member.</p> <p><u>PACE:</u> A formal process requiring a health care provider to obtain advance approval to provide specific services or procedures, or the process by which -an IDT approves a Participant to receive a specific service or procedure.</p>   |
| Provider                          | <p><u>OneCare:</u> Any Medicare provider (e.g., hospital, skilled nursing facility, home health agency, outpatient physical therapy, comprehensive outpatient rehabilitation facility, end-stage renal disease facility, hospice, physician, non-physician provider, laboratory, supplier, etc.) providing Covered Services under Medicare Part B. Any organization, institution, or individual that provides Covered Services to Medicare members. Physicians, ambulatory surgical centers, and outpatient clinics are some of the providers of Covered Services under Medicare Part B.</p> <p><u>OneCare Connect:</u> A physician, pharmacist, nurse, nurse mid-wife, nurse practitioner, medical technician, physician assistant, hospital, laboratory, ancillary Provider, or other person or institution who furnishes Covered Services.</p>  |

1

Policy: MA.3101  
Title: **Claims Processing**  
Department: Claims Administration  
Section: Not Applicable

CEO Approval: /s/

Effective Date: 08/01/2005  
Revised Date: TBD

Applicable to: ☐ Medi-Cal  
☒ OneCare  
☒ OneCare Connect  
☒ PACE  
☐ Administrative

## I. PURPOSE

This policy ensures the timely and accurate processing and adjudication of claims by CalOptima Health or a Health Network in accordance with applicable statutory and regulatory requirements, and the Division of Financial Responsibility (DOFR).

## II. POLICY

- A. CalOptima Health or a Health Network shall reimburse a claim for Covered Services rendered to a Member in accordance with the standard allowances set by CalOptima Health Medi-Cal Fee Schedule, Medicare Fee Schedules, or contractual rates with a Contracted Provider.
- B. A Provider shall submit a claim for Covered Services as follows:
1. A Non-Contracted Provider shall submit a claim for Covered Services rendered to a Member within one (1) calendar year after the date of service.
  2. A Contracted Provider shall submit a claim for Covered Services rendered to a Member within the time frame specified in the Contracted Provider agreement. If the Contracted Provider agreement does not specify a time frame, the Contracted Provider shall submit a claim within one (1) calendar year after the date of service.
- C. CalOptima Health or a Health Network shall make timely and reasonable payment for the following Covered Services provided to a Member by a Non-Contracted Provider:
1. Ambulance services dispatched through 911 or its local equivalent, where other means of transportation may endanger the Member's health, as provided in CalOptima Health Policy GG.1505: Transportation: Emergency, Non-Emergency, and Non-Medical; and in accordance with Title 42 of the Code of Federal Regulations, Section 410.40;
  2. Emergency Services do not require Prior Authorization. If it is determined that the Member is to be admitted and CalOptima Health or a Health Network does not have a notification of

an inpatient admission from the emergency department on file for the room and board charges, CalOptima Health or a Health Network must pay the emergency triage fee and request Medical Records;

3. Urgently needed services;

4. Authorized post-stabilization care services;

5. Renal dialysis services when the Member is temporarily out-of-area and cannot reasonably access a Contracted Provider for such Covered Services;

6. Denied Covered Services that are determined in the Appeal processes in CalOptima Health policies to be services the Member was entitled to have furnished, or paid for, by CalOptima Health or a Health Network; and

7. CalOptima Health or a Health Network shall provide Medically Necessary, Covered Services to a Member through an Non-Contracted Provider when CalOptima Health or a Health Network is unable to provide the services in the contracted network in accordance with CalOptima Health Policy EE.1141: CalOptima Provider Contracts.

D. CalOptima Health or a Health Network shall pay, or deny, a claim as follows:

1. Contracted Providers

a. CalOptima Health or a Health Network shall pay, or deny, a claim from a Contracted Provider, or portion thereof, in accordance with the time frames, terms, and conditions of the Provider agreement.

2. Non-Contracted Providers

a. CalOptima Health or a Health Network shall pay, or deny, ninety-five percent (95%) of all Clean Claims from Non-Contracted Providers within thirty (30) calendar days after the date of receipt.

b. CalOptima Health or a Health Network shall pay, or deny, all other claims from Non-Contracted Providers within sixty (60) calendar days after the date of receipt.

c. If CalOptima Health or a Health Network fails to pay a Clean Claim from a Non-Contracted Provider within thirty (30) calendar days after the date of receipt, it shall pay interest at the rate used for purposes of Title 31 of the United States Code, Section 3902(a), for the period beginning on the thirty-first (31st) day after receipt and ending on the date on which CalOptima or a Health Network makes payment.

d. CalOptima Health or a Health Network shall reimburse a Non-Contracted Provider at the Medicare Fee Schedule for Medicare Part B professional services.

e. CalOptima Health or a Health Network shall administer the Centers for Medicare & Medicaid Services (CMS) Merit-based Incentive Payment System (MIPS) for Part B professional services provided by non- contracted, MIPS-eligible providers in the same manner as any other changes in the applicable Medicare payment schedules. CalOptima Health or a Health Network shall make positive and negative payment adjustments to Medicare Part B professional services as identified by CMS in the MIPS adjustment data

files.

- i. CalOptima Health or a Health Network shall apply positive MIPS payment adjustments, within thirty (30) calendar days of receipt of a Clean Claim regardless of the dates of service.

E. If CalOptima Health or a Health Network denies payment of a Clean Claim, CalOptima Health or a Health Network shall notify the Member with the Notice of Denial of Payment.

1. The Notice of Denial of Payment shall clearly state the service denied and the denial reason within time frames set forth in the provisions of this Policy. CalOptima Health or a Health Network shall provide the following information on the Denial of Payment form in a clear, accurate, and understandable format:

- a. The specific reasons for the payment denial;
- b. Inform the Member of his or her right to request an Appeal;
- c. Describe the Appeals process, time frames, and other elements; and
- d. Inform the Member of his or her right to submit additional evidence in writing, or in person.

2. If a service is not covered under the Medicare program but is covered by and payable under a Member's Medi-Cal coverage, CalOptima Health or a Health Network shall not send the Member a Notice of Denial of Payment.

F. The CalOptima Health Claims Administration Department or a Health Network shall utilize paid, denied, and pended claims reports to monitor the accuracy and timeliness of claims processing and payment.

G. CalOptima Health or a Health Network shall identify payers that are primary to Medicare, shall determine the amounts payable by them, and shall coordinate benefits in accordance with CalOptima Policies MA.3103: Claims Coordination of Benefits and CMC.3103: Claims Coordination of Benefits.

H. CalOptima Health or a Health Network shall reopen a claim for clerical errors in accordance with this Policy.

I. Provider Dispute Resolution (PDR) and Appeal

1. A Contracted provider may dispute or Appeal a claim determination in accordance with CalOptima Health Policy MA.9006: Contracted Provider Complaint Process.
2. A Non-Contracted Provider may dispute or Appeal a claim determination in accordance with CalOptima Health Policy MA.9009: Non-Contracted Provider Complaint Process.
3. Providers may file a Medical Necessity Appeal in accordance with CalOptima Health Policy MA.9015: Standard Integrated Appeals.

### III. PROCEDURE

1  
2 A. If CalOptima Health or a Health Network receives a claim for which it is not financially  
3 responsible, it shall forward the claim to the responsible party within ten (10) business days after  
4 the date of receipt, as applicable.  
5

6 B. Invalid/Incomplete Claims  
7

- 8 1. If CalOptima Health or a Health Network receives an Invalid or Incomplete Claim, it shall  
9 notify the Provider no later than ten (10) business days after the date of receipt, in writing,  
10 with a request for the missing or invalid information.  
11  
12 2. If CalOptima Health or a Health Network does not receive the requested information within forty-  
13 five (45) calendar days after the date of CalOptima Health's notice, or a Health Network notice,  
14 CalOptima Health or a Health Network shall review the claim with  
15 the information available and shall make an initial determination to pay, or deny, the claim.  
16  
17 3. If CalOptima Health or a Health Network denies an Invalid/Incomplete Claim, the Provider  
18 shall have no rights to Appeal such denial.  
19

20 C. Non-Clean Claims  
21

- 22 1. If CalOptima Health or a Health Network receives a claim that lacks required information, it  
23 shall change the claim status to "pending."  
24  
25 2. CalOptima Health or a Health Network shall notify a Provider of a Non-Clean Claim no later  
26 than thirty (30) business days after the date of receipt, in writing, with a request for the missing  
27 information. If CalOptima Health or a Health Network requests reasonably relevant information  
28 from a Provider in addition to information that the Provider submits with a claim, CalOptima  
29 Health or a Health Network shall provide a written explanation of the necessity for such  
30 request.  
31  
32 3. Contracted/Non-Contracted Providers:  
33  
34 a. If CalOptima Health or a Health Network does not receive the requested information within  
35 forty- five (45) calendar days after it receives the claim, CalOptima Health or a Health  
36 Network shall send a second (2<sup>nd</sup>) letter to the Contracted/Non-Contracted Provider  
37 requesting such information.  
38  
39 b. If CalOptima Health or a Health Network does not receive the requested information within  
40 fifty-five (55) calendar days after it receives the claim, CalOptima Health or a Health  
41 Network shall review the claim with the information available and shall make a  
42 determination to pay or deny the claim.  
43  
44 4. CalOptima Health or a Health Network shall reprocess the pending claim upon receipt of the  
45 requested information in accordance with the time frames set forth in this Policy.  
46  
47 5. If CalOptima Health or a Health Network denies a claim based on a Provider's failure to  
48 provide requested Medical Records or other information, it shall process any dispute arising  
49 from the denial of such claim as a PDR or Appeal, in accordance with Section II.I. of this  
50 Policy.  
51  
52 6. If CalOptima Health or a Health Network denies a claim based on a Provider's failure to file the

claim within the time frames set forth in Section II.B. of this Policy, upon the Provider's submission of a PDR or an Appeal in accordance with Section II.I. of this Policy and the demonstration of good cause for the delay, CalOptima Health or a Health Network shall have the right to accept and adjudicate the claim.

7. CalOptima Health or a Health Network may review a claim for National Correct Coding Initiative (NCCI) edits and may deny a claim based on improper coding and/or improper billing of professional and/or facility claims. CalOptima Health or a Health Network may contract with a third-party vendor to review claims for NCCI edits, or improper billing practices.

D. CalOptima Health or a Health Network Reopening of Claims

1. CalOptima Health or a Health Network shall reopen a claim for clerical errors including minor errors or omissions such as human or mechanical errors on the part of CalOptima Health or a Health Network, such as:
  - a. Mathematical or computational mistakes;
  - b. Transposed procedure or diagnostic codes;
  - c. Inaccurate data entry;
  - d. Misapplication of a fee schedule;
  - e. Computer errors;
  - f. Denial of claims as duplicates which the provider believes were incorrectly identified as a duplicate; or
  - g. Incorrect data items, such as provider number, use of a modifier or date of service.
2. The following does not constitute grounds for Reopening of a claim:
  - a. Failing to bill for certain items or services;
  - b. Untimely filing; or
  - c. Redetermination requests.
3. CalOptima Health or a Health Network, a Provider, or any other party to the determination decision may request CalOptima Health or a Health Network reopen a claim as follows:
  - a. The request may be made verbally or in writing.
  - b. CalOptima Health or a Health Network shall complete the claim determination within sixty (60) calendar days from the date of receipt of the party's written or verbal request to reopen.
  - c. If the reopening action results in a revised claim determination or decision that results in payment to a Provider, CalOptima Health or a Health Network shall issue a revised electronic or paper remittance advice notice.
  - d. If the reopening action results in an adverse revised claim determination or decision,

CalOptima Health or a Health Network shall provide a written notice to the Provider that states the basis for the adverse determination and provide the applicable rights according to Section II. I. of this policy.

4. When reviewing a request to reopen a claim, CalOptima Health or a Health Network can consider new and material evidence if it meets the following:
  - a. Was not readily available or known to the person or entity requesting/initiating the reopening at the time of the initial determination;
  - b. Does not include evidence that was, or reasonably could have been, available to the decision-maker at the time the decision was made; and
  - c. May result in a conclusion different from that reached in the initial claim determination or redetermination.
5. CalOptima Health or a Health Network may reopen a claim within one (1) to four (4) years from the date of the initial claim determination, as applicable.
6. The reopening of a claim is separate and distinct from the Appeals process as provided in CalOptima Health Policies MA.9005: Payment Appeal, MA.9009: Non-Contracted Provider Complaint Process, and MA.9015: Standard Integrated Appeals.
7. The decision of CalOptima Health or a Health Network to reopen a claim determination constitutes a new Organization Determination and CalOptima or the Health Network must issue an Organization Determination to the provider with instructions on how to Appeal or dispute, consistent with the regulations under 42 CFR, Subpart M.
8. Revised claim determinations resulting from a reopening action will be subject to Appeal.

E. Denial to Reopen a Claim

1. CalOptima Health or a Health Network has the discretion to determine the criteria and corrections necessary to reopen a claim. CalOptima Health or a Health Network shall notify the requesting party in writing of the decision not to reopen.

F. Notifications Related to Determinations that are Reopened and Changed

1. CalOptima Health or a Health Network shall ensure the following for written notifications:
  - a. Are delivered to the last known address when the determination or decision is reopened and revised;
  - b. State the rational and basis for the reopening and revision;
  - c. State the specific reason for the revision or change in rationale, written in a manner that is understandable; and
  - d. Provide information on any additional rights as provided in Section II. I of this policy.

G. Record Maintenance

1. CalOptima Health or a Health Networks shall maintain a claims retrieval system that identifies and acknowledges the date of receipt, whether or not a claim is a Clean Claim, the action taken on the claim (i.e., paid, denied, pending) and the date CalOptima Health or a Health Networks took such action, in the same manner that the Provider submitted the claim.
2. CalOptima Health or a Health Networks shall maintain all Member Medical Records and claim information data for a period of at least ten (10) years from the latest CMS contracting period, or audit, whichever is later, and shall not remove, or transfer, such records, or data, from its offices except in accordance with applicable laws.

#### IV. ATTACHMENT(S)

- A. OneCare DSNP Coverage Decision Letter Integrated (CMS-10716)
- B. OneCare Connect Notice of Denial of Payment
- C. PACE Notice of Action (NOA) for Service or Payment Request

#### V. REFERENCE(S)

- A. CalOptima Health Contract with the Centers for Medicare & Medicaid Services (CMS) for Medicare Advantage
- B. CalOptima Health Three-Way Contract with the Centers for Medicare & Medicaid Services (CMS) and the Department of Health Care Services (DHCS) for Cal MediConnect
- C. CalOptima Health PACE Program Agreement
- D. CalOptima Health Policy CMC.3103: Claims Coordination of Benefits
- E. CalOptima Health Policy CMC.9005: Payment Appeal
- F. CalOptima Health Policy EE.1141: CalOptima Health Provider Contracts
- G. CalOptima Health Policy GG.1505: Transportation: Emergency, Non-Emergency, and Non-Medical
- H. CalOptima Health Policy MA.3103: Coordination of Benefits
- I. CalOptima Health Policy MA.9005: Payment Appeal
- J. CalOptima Health Policy MA.9006: Contracted Provider Complaint Process
- K. CalOptima Health Policy MA.9009: Non-Contracted Provider Complaint Process
- L. CalOptima Health Policy MA.9015 Standard Integrated Appeals
- M. Centers for Medicare and Medicaid Services (CMS): Release of 2020 MIPS Payment Adjustment Data File
- N. Centers for Medicare and Medicaid (CMS): Application of the Merit-based Incentive Payment System (MIPS) Payment Adjustment to Medicare Advantage Out-of-Network Payments - Update
- O. Medicare Managed Care Manual, Chapter 4: Benefits and Beneficiary Protections
- P. Medicare Managed Care Manual, Chapter 6: Relationships with Providers
- Q. Medicare Managed Care Claims Processing Manual Chapter 34: Reopening and Revision of Claim Determinations and Decisions
- R. Patient Protection and Affordable Care Act, §6404
- S. Title 31, United States Code (U.S.C.), §3902(a)
- T. Title 42, Code of Federal Regulations (C.F.R.), §§405.927, 405.980(a)(3), 410.40, 422.113, 422.132, 422.214, 422.504(g), 422.520(a)(2), 422.568, 414.1300 et seq., and 414.1400 et seq.

#### VI. REGULATORY AGENCY APPROVAL(S)

None to Date

#### VII. BOARD ACTION(S)

| Date       | Meeting  |
|------------|--|
| 10/03/2019 | Regular Meeting of the CalOptima Board of Directors        |
| 12/03/2020 | Regular Meeting of the CalOptima Board of Directors        |
| 05/05/2022 | Regular Meeting of the CalOptima Board of Directors        |
| TBD        | Regular Meeting of the CalOptima Health Board of Directors |

## VIII. REVISION HISTORY

| Action    | Date       | Policy  | Policy Title      | Program(s)                         |
|-----------|------------|---------|-------------------|------------------------------------|
| Effective | 08/01/2005 | MA.3101 | Claims Processing | OneCare                            |
| Revised   | 07/01/2007 | MA.3101 | Claims Processing | OneCare                            |
| Revised   | 07/01/2009 | MA.3101 | Claims Processing | OneCare                            |
| Revised   | 07/01/2010 | MA.3101 | Claims Processing | OneCare                            |
| Revised   | 12/01/2014 | MA.3101 | Claims Processing | OneCare<br>OneCare Connect<br>PACE |
| Revised   | 01/01/2017 | MA.3101 | Claims Processing | OneCare<br>OneCare Connect<br>PACE |
| Revised   | 04/01/2019 | MA.3101 | Claims Processing | OneCare<br>OneCare Connect<br>PACE |
| Revised   | 10/03/2019 | MA.3101 | Claims Processing | OneCare<br>OneCare Connect<br>PACE |
| Revised   | 12/03/2020 | MA.3101 | Claims Processing | OneCare<br>OneCare Connect<br>PACE |
| Revised   | 01/01/2022 | MA.3101 | Claims Processing | OneCare<br>OneCare Connect<br>PACE |
| Revised   | 05/05/2022 | MA.3101 | Claims Processing | OneCare<br>OneCare Connect<br>PACE |
| Revised   | 04/01/2023 | MA.3101 | Claims Processing | OneCare<br>OneCare Connect<br>PACE |
| Revised   | TBD        | MA.3101 | Claims Processing | OneCare<br>OneCare Connect<br>PACE |

## IX. GLOSSARY

| Term   | Definition   |
|--|--|
| Appeal   | <p><u>OneCare</u>: Any of the procedures that deal with the review of an adverse initial determination made by CalOptima Health on health care services or benefits under Part C or D the Member believes he or she is entitled to receive, including a delay in providing, arranging for, or approving the health care services or drug coverage (when a delay would adversely affect the health of the Member), or on any amounts the Member must pay for a service or drug as defined in 42 CFR §422.566(b) and §423.566(b). These procedures include reconsideration or redetermination, a reconsideration by an independent review entity (IRE), adjudication by an Administrative Law Judge (ALJ) or attorney adjudicator, review by the Medicare Appeals Council (MAC), and judicial review.</p> <p><u>OneCare Connect</u>: In general, a Member's actions, both internal and external to CalOptima Health requesting review of CalOptima Health's denial, reduction or termination of benefits or services, from CalOptima Health. Appeals relating to Medi-Cal covered benefits and services shall proceed pursuant to the laws and regulations governing Medi-Cal Appeals and 42 CFR sections 422.629 through 422.634, 438.210, 438.400, and 438.402. Appeals relating to Medicare covered benefits and services shall proceed pursuant to the laws and regulations governing Medicare Appeals. A Medi-Cal based Appeal is defined as review by CalOptima Health of an Adverse Benefit Determination.</p> <p><u>PACE</u>: A Participant's action taken with respect to the PACE organization's noncoverage of, modification of, or nonpayment for, a service including denials, reductions or termination of services, as defined by federal PACE regulation 42 CFR Section 460.122.</p> |
| Centers for Medicare & Medicaid Services (CMS) | The federal agency under the United States Department of Health and Human Services responsible for administering the Medicare and Medicaid programs.   |
| Clean Claim                                    | A claim for covered services that has no defect, impropriety, lack of any required substantiating documentation - including the substantiating documentation needed to meet the requirements for encounter data - or particular circumstance requiring special treatment that prevents timely payment; and a claim that otherwise conforms to the clean claim requirements for equivalent claims under original Medicare.  |
| Contracted & Contracting Provider              | <p><u>OneCare/OneCare Connect</u>: A Provider who is obligated by a written contract to provide Covered Services to Members on behalf of CalOptima Health, or its contracted Health Networks.</p> <p><u>PACE</u>: A Physician, Nurse, technician, teacher, researcher, hospital, home health agency, nursing home or any other individual or institution that contracts with CalOptima PACE to provide medical services to CalOptima PACE's plan Members.</p>  |

| <b>Term</b>              | <b>Definition</b>   |
|--------------------------|---|
| Covered Services         | <p><u>OneCare</u>: Those medical services, equipment, or supplies that CalOptima Health is obligated to provide to Members under the Centers of Medicare &amp; Medicaid Services (CMS) Contract.</p> <p><u>OneCare Connect</u>: Those medical services, equipment, or supplies that CalOptima Health is obligated to provide to Members under the Three-Way Contract with the Department of Health Care Services (DHCS) and Centers for Medicare &amp; Medicaid Services (CMS) Contract.</p> <p><u>PACE</u>: Those services set for the in California Code of Regulations, title 22, chapter 3, article 4, beginning with section 51301, and title 17, division 1, chapter 4, subchapter 13, beginning with Section 6840, unless otherwise specifically excluded under the terms of the DHCS PACE Contract with CalOptima Health, or other services as authorized by the CalOptima Health Board of Directors.</p> |
| Emergency Care           | Covered Services provided to a Participant immediately, because of an injury or sudden illness and the time required to reach a CalOptima Health PACE facility or a network provider would cause risk of permanent damage to the Participant's health. This includes inpatient and outpatient services. Participants are not required to receive Prior Authorization for emergency care.  |
| Emergency Services       | Those covered inpatient and outpatient services required that are: <ol style="list-style-type: none"> <li>1. Furnished by a physician qualified to furnish emergency services; and</li> <li>2. Needed to evaluate or stabilize an Emergency Medical Condition.</li> </ol>   |
| Grievance                | <p>Any complaint or dispute, other than one that constitutes an organization determination under 42 C.F.R. § 422.566 or other than an Adverse Benefit Determination under 42 C.F.R. § 438.400, expressing dissatisfaction with any aspect of the CalOptima Health's or Provider's operations, activities, or behavior, regardless of whether remedial action is requested pursuant to 42 C.F.R. § 422.561. (Possible subjects for Grievances include, but are not limited to, the quality of care or services provided and aspects of interpersonal relationships such as rudeness of a Provider or employee, or failure to respect the Member's rights). Also called a "Complaint."</p> <p><u>PACE</u>: A complaint, either written or oral, expressing dissatisfaction with service delivery or the quality of care furnished, as defined by the federal PACE regulation 42 CFR Section 460.120.</p>            |
| Health Network           | A Physician Hospital Consortium (PHC), physician group under a shared risk contract, or health care service plan, such as a Health Maintenance Organization (HMO) that contracts with CalOptima Health to provide Covered Services to Members assigned to that Health Network.  |
| Invalid/Incomplete Claim | <p>Claims lacking minimum data needed for adjudication thru the core operating system. This includes any claim that:</p> <ol style="list-style-type: none"> <li>1. Is incomplete or is missing required information; or</li> <li>2. Contains complete and necessary information, however, the information provided is invalid.</li> </ol>   |

| <b>Term</b>                                 | <b>Definition</b>   |
|---|---|
| Medicare Fee Schedule                       | A fee schedule is a complete listing of fees used by Medicare to pay doctors or other providers/suppliers. This comprehensive listing of fee maximums is used to reimburse a physician and/or other providers on a fee-for-service basis. CMS develops fee schedules for physicians, ambulance services, clinical laboratory services, and durable medical equipment, prosthetics, orthotics, and supplies.   |
| Medical Record                              | A medical record, health record, or medical chart in general is a systematic documentation of a single individual's medical history and care over time. The term 'Medical Record' is used both for the physical folder for each individual patient and for the body of information which comprises the total of each patient's health history. Medical records are intensely personal documents and there are many ethical and legal issues surrounding them such as the degree of third-party access and appropriate storage and disposal.   |
| Member                                      | A beneficiary enrolled in a CalOptima Health program.   |
| Merit-based Incentive Payment System (MIPS) | The program required by Section 101(b) of the Medicare Access and CHIP Reauthorization Act (MACRA) of 2015 which consolidated certain aspects of three current incentive programs – the Medicare Electronic Health Record (EHR) Incentive Program for eligible professionals, the Physician Quality Reporting System (PQRS), and the Value-based Payment Modifier – into the MIPS program which applies performance-based positive, neutral, or negative adjustments to Medicare Fee Schedule payments to MIPS-eligible clinicians for Medicare Part B professional services.   |
| Non-Clean Claim                             | A claim for covered services that lacks required documentation such as medical records or authorization numbers.  |
| Non-Contracted Provider                     | A Provider that is not obligated by written contract to provide Covered Services to a Member on behalf of CalOptima Health or a Health Network.   |
| Organization Determination                  | Any determination made by CalOptima Health, or its delegated entity with respect the following: <ol style="list-style-type: none"> <li>1. Payment for temporarily out-of-area renal dialysis services, emergency services, post-stabilization care, or urgently needed services;</li> <li>2. Payment for any other health services furnished by a Provider that the Member believes: <ol style="list-style-type: none"> <li>a. Are covered under Medicare; or</li> <li>b. If not covered under Medicare, should have been furnished, arranged for, or reimbursed by CalOptima Health.</li> </ol> </li> <li>3. Refusal to authorize, provide or pay for services, in whole or in part, including the type or level of services, which the Member believes should be furnished or arranged by CalOptima Health;</li> <li>4. Reduction or premature discontinuation, of a previously authorized ongoing course of treatment; or</li> <li>5. Failure to approve, furnish, arrange for, or provide payment for health care services in a timely manner, or to provide timely notice of an adverse determination, such that a delay would adversely affect the health of the Member.</li> </ol> |

| Term                | Definition  |
|---------------------|---|
| Prior Authorization | <p><b>OneCare &amp; OneCare Connect:</b> A process through which a physician or other health care provider is required to obtain advance approval from the plan that payment will be made for a service or item furnished to a Member.</p> <p><b>PACE:</b> A formal process requiring a health care provider to obtain advance approval to provide specific services or procedures, or the process by which an IDT approves a Participant to receive a specific service or procedure.</p>   |
| Provider            | <p><b>OneCare:</b> Any Medicare provider (e.g., hospital, skilled nursing facility, home health agency, outpatient physical therapy, comprehensive outpatient rehabilitation facility, end-stage renal disease facility, hospice, physician, non-physician provider, laboratory, supplier, etc.) providing Covered Services under Medicare Part B. Any organization, institution, or individual that provides Covered Services to Medicare members. Physicians, ambulatory surgical centers, and outpatient clinics are some of the providers of Covered Services under Medicare Part B.</p> <p><b>OneCare Connect:</b> A physician, pharmacist, nurse, nurse mid-wife, nurse practitioner, medical technician, physician assistant, hospital, laboratory, ancillary Provider, or other person or institution who furnishes Covered Services.</p> |



## Coverage Decision Letter

<Date of Letter>

*[Insert Member name]*

*<Beneficiary's street address>*

*<Beneficiary's city, state, zip>*

*Claim number:*

<Member Health Plan ID>: *[Insert Member CIN]*

Service/item this letter is about:

OneCare (HMO D-SNP), a Medicare Medi-Cal Plan is called “our plan” or “we” in this letter. We are a health plan that contracts with Medicare and Medi-Cal (Medicaid) to provide coverage for both programs. Our plan coordinates your Medicare and Medi-Cal (Medicaid) services and your doctors, hospitals, pharmacies, and other health care providers.

**Our plan denied the service or item listed below:**

*[Insert description of service or item being denied, partially denied, reduced, stopped, or suspended, and include doctor or provider's name if a particular doctor or provider requested the service or item.]*

Our plan made this decision because *[Provide a specific denial reason and a concise explanation of why the service/item was denied and include state or federal law and/or Evidence of Coverage provisions to support the decision. Write rationale in plain language – see instructions for more information]*.

### You have the right to appeal our decision

You can appeal our plan's decision. Share this letter with your doctor or health care provider and ask about next steps. If you appeal and our plan changes its decision, we may pay for the service or item.

You can also call 1-877-412-2734 (TTY: 711) and ask us for a free copy of the information we used to make our decision. This may include health records, guidelines, and other documents. You should show this information to your doctor or health care provider to help you decide if you should appeal.

H5433\_23UM001\_C

Form CMS-10716

OMB Approval 0938-1386 (Expires: 11/30/2023)

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**You must appeal by 60 calendar days from date of letter.** Our plan may give you more time if you have a good reason.

## There are two kinds of appeals

**Our plan has two kinds of appeals – standard appeals and fast appeals.**

1. If you ask for a **standard appeal**, our plan will send you a written decision within **30 calendar days** *or a shorter timeframe if required by the state after we get your appeal.*
2. If you ask for a **fast appeal**, our plan will give you a decision within **72 hours** *or a shorter timeframe if required by the state after we get your appeal.* You can ask for a fast appeal if you or your doctor believe your health could be **seriously harmed** by waiting up to **30 calendar days** *or a shorter timeframe if required by the state* for a decision. **Note:** You can't get a fast appeal if our plan denied payment for a service you already got.

Our plan will **automatically** give you a fast appeal if your **doctor or health care provider asks for one for you** or if your **doctor supports your request**. If you ask for a fast appeal without support from a doctor, our plan will decide if you can get a fast appeal. If our plan doesn't approve a fast appeal, we'll give you a decision on your appeal within **30 calendar days** *or a shorter timeframe if required by the state.*

For both standard and fast appeals, our decision might take longer if you ask for more time or if we need more information from you. Our plan will send you a letter and tell you if we need more time and why.

## How to appeal

You, someone you have named in writing as your representative to act on your behalf (such as a relative, friend, or lawyer), or your doctor or health care provider can appeal. You can contact our plan to appeal in one of these ways:

- **Phone:** Call 1-877-412-2734 (TTY: 711)
- **Fax:** Send a fax to 1-714-481-6499
- **Mail:** Mail it to  
Attn: Grievance and Appeals Resolution Services  
CalOptima Health  
505 City Parkway West  
Orange CA 92868
- **In person:** Deliver it to 505 City Parkway West, Orange, CA 92868

If you appeal in writing, keep a copy. If you call, we'll send you a letter that says what you told us on the phone.

When you appeal, you must give our plan:

- Your name
- Your address or an address where we should send information about your appeal (if you don't have a current address, you can still appeal)
- Your member number with our plan
- The reason(s) you're appealing our decision
- If you want a standard or a fast appeal. (For a fast appeal, tell us why you need one.)
- Anything you want our plan to look at that shows why you need the service or item. For example, you can send us:
  - Medical records from your doctor or health care provider,
  - Letters from your doctor or health care provider (such as a statement from your doctor that says why you need a fast appeal), or
  - Other information that says why you need the service or item

To get more information on how to appeal, call Customer Service at 1-877-412-2734 (TTY: 711). You can also find more information in our plan's *Evidence of Coverage*. An up-to-date copy of the *Evidence of Coverage* is always available on our website at [www.caloptimahealth.org/onecare](http://www.caloptimahealth.org/onecare) or by calling our plan.

## How to keep getting your service or item during your appeal

If you're already getting the service or item listed on the first page of this letter, you can ask to keep getting it during your appeal.

- **You must appeal and ask our plan to continue getting your service or item by** *<Date of Letter>:(1) 10 calendar days from date of letter (or later than 10 calendar days, if required by the state)*
- See the "How to appeal" section earlier in this letter for information about how to contact our plan.
- If you ask our plan to continue your service or item by *<10 days from Date of Letter>*, your service or item will stay the same during your appeal.
- If your doctor or health care provider is filing the appeal for you and you want to keep getting your service or item, then your doctor must include your written consent.

## What happens next

After you appeal, our plan will send you an appeal decision letter to tell you if we approve or deny your appeal. If our plan still denies payment for the service or item listed on the first page of this Coverage Decision Letter, the appeal decision letter will tell you what happens next, such as information about a Medicare Level 2 appeal or how to ask California for a Fair Hearing.

## What to do if you need help with your appeal

You can get someone to appeal for you and act on your behalf. You must first name them in writing as your “representative” by following the steps below. Your representative can be a relative, friend, lawyer, doctor, health care provider, or someone else you trust.

If you want someone to appeal for you:

- Call our plan at 1-877-412-2734 (TTY: 711) to learn how to name that person as your representative. Or, you can visit [www.caloptimahealth.org/onecare](http://www.caloptimahealth.org/onecare).
- You and your representative must sign and date a statement that says this is what you want.
- Mail or fax the signed statement to us at:

OneCare  
505 City Parkway West  
Orange CA 92868

Fax: 1-714-481-6499

Keep a copy.

## Get help and more information

- **OneCare Customer Service:** Call 1-877-412-2734 (TTY: 711), <24 hours a day, 7 days a week. You can also visit [www.caloptimahealth.org/onecare](http://www.caloptimahealth.org/onecare).
- **Medi-Cal Managed Care Office of the Ombudsman:** Call 1-888-452-8609 (TTY: 1-800-735-2929). Medi-Cal Managed Care Office of the Ombudsman can answer questions if you have a problem with your appeal. They can also help you understand what to do next. They aren't connected with our plan or with any insurance company or health plan. Their services are free.
- **Health Insurance Counseling and Advocacy Program (HICAP):** Call 1-714-560-0424 (TTY: 1-800-735-2929). HICAP counselors can help you with Medicare issues, including how to appeal. HICAP isn't connected with any insurance company or health plan. Their services are free.
- **Medicare:** Call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week (TTY users can call 1-877-486-2048). Or, visit [Medicare.gov](http://Medicare.gov).

- **Medi-Cal Department of Health Care Services:** Call (800) 541-5555 (TTY: (866) 784-2595).
- **Medicare Rights Center:** Call 1-800-333-4114, or visit [www.medicarerights.org](http://www.medicarerights.org).
- **Eldercare Locator:** Call 1-800-677-1116, or visit [www.eldercare.acl.gov](http://www.eldercare.acl.gov) to find help in your community.
- **Office on Aging, OC Community Services:** 1-800-510-2020

You can get this document for free in other formats, such as large print, braille, or audio. Call 1-877-412-2734 and TTY 711, 24 hours a day, 7 days a week. The call is free.

OneCare (HMO D-SNP), a Medicare Medi-Cal Plan is a Medicare Advantage organization with a Medicare contract. Enrollment in OneCare depends on contract renewal. OneCare complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Contact OneCare Customer Service toll-free at **1-877-412-2734 (TTY 711)**, 24 hours a day, 7 days a week.

#### **English**

ATTENTION: If you need help in your language call **1-877-412-2734 (TTY 711)**. Aids and services for people with disabilities, like documents in braille and large print, are also available. Call **1-877-412-2734 (TTY 711)**. These services are free of charge.

#### **الشعار بالعربية (Arabic)**

. تتوفر أيضًا  
يُرجى الانتباه: إذا احتجت إلى المساعدة بلغتك، فاتصل بـ **1-877-412-2734**  
المساعدات والخدمات للأشخاص ذوي الإعاقة، مثل المستندات المكتوبة بطريقة بريـل والخط الكبير اتصل بـ  
**1-877-412-2734 (TTY 711)**. هذه الخدمات مجانية

#### **Հայերեն պիտակ (Armenian)**

ՈՒՇԱԴՐՈՒԹՅՈՒՆ: Եթե Ձեզ օգնություն է հարկավոր Ձեր լեզվով, զանգահարեք **1-877-412-2734 (TTY 711)**: Կան նաև օժանդակ միջոցներ ու ծառայություններ հաշմանդամություն ունեցող անձանց համար, օրինակ՝ Բրայլի գրատիպով ու խոշորատառ տպագրված կյուրթեր: Զանգահարեք **1-877-412-2734 (TTY 711)**: Այդ ծառայություններն անվճար են:

#### **ភាសាខ្មែរ (Cambodian)**

ចំណាំ: បើអ្នក ត្រូវ ការជំនួយ ជាភាសា របស់អ្នក សូម ទូរស័ព្ទទៅលេខ **1-877-412-2734 (TTY 711)** ។ ជំនួយ និង សេវាកម្ម សម្រាប់ ជនពិការ ដូចជាឯកសារសរសេរជាអក្សរធំ សម្រាប់ជនពិការភ្នែក ឬឯកសារសរសេរជាអក្សរព្រម ក៏អាចរកបានផងដែរ។ ទូរស័ព្ទមកលេខ **1-877-412-2734 (TTY 711)** ។ សេវាកម្មទាំងនេះមិនគិតថ្លៃឡើយ។

#### **简体中文标语 (Chinese)**

请注意：如果您需要以您的母语提供帮助，请致电 **1-877-412-2734 (TTY 711)**。另外还提供针对残疾人士的帮助和服膜，例如文盲和需要较大字体阅读，也是方便取用的。请致电 **1-877-412-2734 (TTY 711)**。这些服膜都是免费的。

#### **مطلب به زبان فارسی (Farsi)**

توجه: اگر م یخواهید به زبان خود کمک دریافت کنید، با **1-877-412-2734 (TTY 711)** تماس بگیرید. کم بها و خدمات مخصوص افراد دارای معلولیت، مانند نسخه های خط بریل و چاپ با حروف بزرگ، نیز موجود است. ب

### **हिंदी टैगलाइनी (Hindi)**

ध्यान दें: अगर आपको अपनी भाषा में सहायता की आवश्यकता है तो **1-877-412-2734 (TTY 711)** पर कॉल करें। अशक्तता वाले लोगों के लिए सहायता और सेवाएं, जैसे ब्रेल और बड़े प्रिंट में भी दस्तावेज़ उपलब्ध हैं। **1-877-412-2734 (TTY 711)** पर कॉल करें। ये सेवाएं नि: शुल्क हैं।

### **Nqe Lus Hmoob Cob (Hmong)**

CEEB TOOM: Yog koj xav tau kev pab txhais koj hom lus hu rau **1-877-412-2734 (TTY 711)**. Muaj cov kev pab txhawb thiab kev pab cuam rau cov neeg xiam oob qhab, xws li puav leej muaj ua cov ntawv su thiab luam tawm ua tus ntawv loj. Hu rau **1-877-412-2734 (TTY 711)**. Cov kev pab cuam no yog pab dawb xwb.

### **日本語表記 (Japanese)**

注意日本語での対応が必要な場合は **1-877-412-2734 (TTY 711)** へお電話ください。点字の資料や文字の拡大表示など、障がいをお持ちの方のためのサービスも用意しています。 **1-877-412-2734 (TTY 711)** へお電話ください。これらのサービスは無料で提供しています。

### **한국어 태그라인 (Korean)**

유의사항: 귀하의 언어로 도움을 받고 싶으시면 **1-877-412-2734 (TTY 711)** 번으로 문의하십시오. 점자나 큰 활자로 된 문서와 같이 장애가 있는 분들을 위한 도움과 서비스도 이용 가능합니다. **1-877-412-2734 (TTY 711)** 번으로 문의하십시오. 이러한 서비스는 무료로 제공됩니다.

### **ແທກໄລພາສາລາວ (Laotian)**

ປະກາດ: ຖ້າທ່ານຕ້ອງການຄວາມຊ່ວຍເຫຼືອໃນພາສາຂອງທ່ານໃຫ້ໂທຫາເບີ **1-877-412-2734 (TTY 711)**. ຍັງມີຄວາມຊ່ວຍເຫຼືອແລະການບໍລິການສໍາລັບຄົນພິການ ເຊັ່ນເອກະສານທີ່ເປັນອັກສອນນູນແລະມີໂຕພິມໃຫຍ່ ໃຫ້ໂທຫາເບີ **1-877-412-2734 (TTY 711)**. ການບໍລິການເຫຼົ່ານີ້ບໍ່ຕ້ອງເສຍຄ່າໃຊ້ຈ່າຍໃດໆ.

### **Mien Tagline (Mien)**

LONGC HNYOUV JANGX LONGX OC: Beiv taux meih qiemx longc mienh tengx faan benx meih nyei waac nor douc waac daaih lorx taux: **1-877-412-2734 (TTY 711)**. Liouh lorx jauv-louc tengx aengx caux nzie gong bun taux ninh mbuo wuaaic fangx mienh, beiv taux longc benx nzangc-pokc bun hlou mbiutc aengx caux aamz mborqv benx domh sou se mbenc nzoih bun longc. Douc waac daaih lorx **1-877-412-2734 (TTY 711)**. Naaiv deix nzie weih gong-bou jauv-louc se benx wang-henh tengx mv zuqc cuotv nyaanh oc.

### **ਪੰਜਾਬੀ ਟੈਗਲਾਈਨ (Punjabi)**

ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਹਾਨੂੰ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਦੀ ਲੋੜ ਹੈ ਤਾਂ ਕਾਲ ਕਰੋ **1-877-412-2734** (TTY 711). ਅਪਾਹਜ ਲੋਕਾਂ ਲਈ ਸਹਾਇਤਾ ਅਤੇ ਸੇਵਾਵਾਂ, ਜਿਵੇਂ ਕਿ ਬ੍ਰੇਲ ਅਤੇ ਮੋਟੀ ਛਪਾਈ ਵਿੱਚ ਦਸਤਾਵੇਜ਼, ਵੀ ਉਪਲਬਧ ਹਨ। ਕਾਲ ਕਰੋ **1-877-412-2734** (TTY 711) ਇਹ ਸੇਵਾਵਾਂ ਮੁਫਤ ਹਨ।

### **Русский (Russian)**

ВНИМАНИЕ! Если вам нужна помощь на вашем родном языке, звоните по номеру **1-877-412-2734** (линия 711). Также предоставляются средства и услуги для людей с ограниченными возможностями, например документы крупным шрифтом или шрифтом Брайля. Звоните по номеру **1-877-412-2734** (телетайп 711). Такие услуги предоставляются бесплатно.

### **Mensaje en español (Spanish)**

ATENCIÓN: si necesita ayuda en su idioma, llame al **1-877-412-2734** (TTY 711). También ofrecemos asistencia y servicios para personas con discapacidades, como documentos en braille y con letras grandes. Llame al **1-877-412-2734** (TTY 711). Estos servicios son gratuitos.

### **Tagalog Tagline (Tagalog)**

ATENSIYON: Kung kailangan mo ng tulong sa iyong wika, tumawag sa **1-877-412-2734** (TTY 711). Mayroon ding mga tulong at serbisyo para sa mga taong may kapansanan, tulad ng mga dokumento sa braille at malaking print. Tumawag sa **1-877-412-2734** (TTY 711). Libre ang mga serbisyonang ito.

### **เท็กไลน์ภาษาไทย (Thai)**

โปรดทราบ: หากคุณต้องการความช่วยเหลือเป็นภาษาของคุณ กรุณาโทรศัพท์ไปที่หมายเลข

**1-877-412-2734** (TTY 711) นอกจากนี้ ยังพร้อมให้ความช่วยเหลือและบริการต่าง ๆ สำหรับบุคคลที่มีความพิการ เช่น เอกสารต่าง ๆ ที่เป็นอักษรเบรลล์และเอกสารที่พิมพ์ด้วยตัวอักษรขนาดใหญ่ กรุณาโทรศัพท์ไปที่หมายเลข **1-877-412-2734** (TTY 711) ไม่มีค่าใช้จ่ายสำหรับบริการเหล่านี้

### **Примітка українською (Ukrainian)**

УВАГА! Якщо вам потрібна допомога вашою рідною мовою, телефонуйте на номер **1-877-412-2734** (TTY 711). Люди з обмеженими можливостями також можуть скористатися допоміжними засобами та послугами, наприклад, отримати документи, надруковані шрифтом Брайля та великим шрифтом. Телефонуйте на номер **1-877-412-2734** (TTY 711). Ці послуги безкоштовні.

### **Khẩu hiệu tiếng Việt (Vietnamese)**

CHÚ Ý: Nếu quý vị cần trợ giúp bằng ngôn ngữ của mình, vui lòng gọi số **1-877-412-2734** (TTY 711). Chúng tôi cũng hỗ trợ và cung cấp các dịch vụ dành cho người khuyết tật, như tài liệu bằng chữ nổi Braille và chữ khổ lớn (chữ hoa). Vui lòng gọi số **1-877-412-2734** (TTY 711). Các dịch vụ này đều miễn phí.

Enclosures:

- Notice of Nondiscrimination Insert [H5433\_22MM006\_C
- Multi-Language Insert IR23\_MM002\_H5433\_H7501

**Important:** This notice explains your right to appeal our decision. Read this notice carefully. If you need help, you can call one of the numbers listed toward the end under “Get help & more information.” You can also see Chapter 9 of the *Member Handbook* for information about how to make an appeal.

## Notice of Denial of Payment

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**Date:**

**Member number:**

**Claim number:**

**Name:** <Beneficiary’s full name>  
<Beneficiary’s street address>  
<Beneficiary’s city, state, zip>

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### Your request was denied

We’ve denied, the payment of medical services/items *or* Part B drug *or* Medicaid drug listed below requested by you or your doctor *or* provider

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### Why did we deny your request?

We denied, the payment of medical services/items listed above because:

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You should share a copy of this decision with your doctor so you and your doctor can discuss next steps. If your doctor requested coverage on your behalf, we have sent a copy of this decision to your doctor.

## **You have the right to appeal our decision**

You have the right to ask OneCare Connect to review our decision by asking us for a Level 1 Appeal (sometimes called an “internal appeal” or “plan appeal”).

**Level 1 Appeal with OneCare Connect:** Ask OneCare Connect for a Level 1 Appeal within **60 calendar days** of the date of this notice. We can give you more time if you have a good reason for missing the deadline. See section titled “How to ask for a Level 1 Appeal with OneCare Connect” for information on how to ask for a plan level appeal.

**How to keep your services while we review your case:** If we’re stopping or reducing a service, you can keep getting the service while your case is being reviewed. **If you want the service to continue, you must ask for an appeal within 10 calendar days** of the date of this notice or before the service is stopped or reduced, whichever is later.

## **If you want someone else to act for you**

You can name a relative, friend, attorney, doctor, or someone else to act as your representative. If you want someone else to act for you, call us at: <**1-855-705-8823**> to learn how to name your representative. TTY users call <**711**>. Both you and the person you want to act for you must sign and date a statement confirming this is what you want. You’ll need to mail or fax this statement to us. Keep a copy for your records.

**Standard Appeal** – We’ll give you a written decision on a standard appeal within **30 calendar days**, after we get your appeal. Our decision might take longer if you ask for an extension or if we need more information about your case. We’ll tell you if we’re taking extra time and will explain why more time is needed. If your appeal is for payment of a medical service/item or Part B drug or Medicaid drug you’ve already received, we’ll give you a written decision within **60 calendar days**.

**We’ll automatically give you a fast appeal if a doctor asks for one for you or if your doctor supports your request.** If you ask for a fast appeal without support from a doctor, we’ll decide if your request requires a fast appeal. If we don’t give you a fast appeal, we’ll give you a decision within **30 calendar days**.

## **How to ask for a Level 1 Appeal with OneCare Connect**

**Step 1:** You, your representative, or your provider must ask for an appeal within **60 calendar days** of getting this notice.

Your written request must include:

- Your name
- Address
- Member number
- Reasons for appealing

We recommend keeping a copy of everything you send us for your records.

You can ask to see the medical records and other documents we used to make our decision before or during the appeal. At no cost to you, you can also ask for a copy of the guidelines we used to make our decision.

**Step 2:** Mail, fax, or deliver your appeal or call us.

**For a Standard Appeal:**      Mailing Address:  
OneCare Connect  
Attention: Grievance and Appeals Resolution Services  
<505 City Parkway West  
Orange, CA 92868>  
  
Phone: <1-855-705-8823>      TTY Users Call: <711>  
Fax: <1-714-246-8562>

If you ask for a standard appeal by phone, we will repeat your request back to you to be sure we have documented it correctly. We will also send you a letter confirming what you told us. The letter will tell you how to make any corrections.

### **What happens next?**

If you ask for a Level 1 Appeal and we continue to deny your request for payment of a service, we'll send you a written decision.

If the service was originally a Medicare service or a service covered by both Medicare and Medi-Cal, we will automatically send your case to an independent reviewer. If the independent reviewer denies your request, the written decision will explain if you have additional appeal rights.

If the service was a Medi-Cal service, you can ask for a State Hearing. Your written decision will give you instructions on how to request the next level of appeal. Information is also below.

### **How to ask for a State Hearing**

If the service was a Medi-Cal covered service or item, you can ask for a State Hearing. You can only ask for a State Hearing after you have appealed to our health plan and received a written decision with which you disagree.

**Step 1:** You or your representative must ask for a State Hearing within **120 days** of the date of our notice to you that the adverse benefit determination (Level 1 appeal decision) has been upheld. Fill out the "Form to File a State Hearing" that is included with this notice. Make sure you include all of the requested information.

**Step 2:** Send your completed form to:

California Department of Social Services  
State Hearings Division  
P.O. Box 944243, Mail Station 9-17-37  
Sacramento, CA 94244-2430  
FAX: 916-651-5210 or 916-651-2789

You can also request a State Hearing by calling 1-800-952-5253 (TTY: 1-800-952-8349). If you decide to make a request by phone, you should be aware that the phone lines are very busy.

### **What happens next?**

The State will hold a hearing. You may attend the hearing in person or by phone. You'll be asked to tell the State why you disagree with our decision. You can ask a friend, relative, advocate, provider, or lawyer to help you. You'll get a written decision that will explain if you have additional appeal rights.

### Get help & more information

- Call **OneCare Connect** at <1-855-705-8823>, 24 hours a day, 7 days a week. TTY users call <711>. You can also visit our website at [www.caloptima.org/onecareconnect](http://www.caloptima.org/onecareconnect).
- Call the **Cal MediConnect Ombuds Program** for free help. The Cal MediConnect Ombuds Program helps people enrolled in Cal MediConnect with service or billing problems. They can talk with you about how to make an appeal and what to expect during the appeal process. The phone number is 1-855-501-3077.
- Call **Medicare** at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users call 1-877-486-2048.
- Call the **Medicare Rights Center** at 1-800-333-4114.
- Call the **Health Insurance Counseling and Advocacy Program (HICAP)** for free help. HICAP is an independent organization. It is not connected with this plan. The phone number is 1-800-434-0222.
- Talk to **your doctor or other provider**. Your doctor or other provider can ask for a coverage decision or appeal on your behalf.
- You can also see **Chapter 9 of the Member Handbook** for information about how to make an appeal.

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OneCare Connect Cal MediConnect (Medicare-Medicaid Plan) is a health plan that contracts with both Medicare and Medi-Cal to provide benefits of both programs to enrollees. OneCare Connect complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

**English:** ATTENTION: If you speak a language other than English, language assistance services, free of charge, are available to you. Call <1-855-705-8823> (TTY 711), 24 hours a day, 7 days a week. This call is free.

**Spanish:** ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al <1-855-705-8823> (TTY 711), las 24 horas al día, los 7 días de la semana. Esta llamada es gratuita.

**Chinese:** 注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 <1-855-705-8823> (TTY 711)。一周7天，一天24小時。此通電話免費。

**Vietnamese:** CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số <1-855-705-8823> (TTY 711), 24 giờ một ngày, 7 ngày một tuần. Cuộc gọi này hoàn toàn miễn phí.

**Tagalog:** PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa <1-855-705-8823> (TTY 711), 24 oras sa isang araw, 7 araw sa isang linggo. Libre ang tawag na ito.

**Korean:** 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 주 7 일, 하루 24 시간 운영되는 <1-855-705-8823> (TTY 711) 번으로 전화해 주십시오. 통화는 무료입니다.

**Armenian:** ՈՒՇԱԴՐՈՒԹՅՈՒՆ՝ Եթե խոսում եք հայերեն, ապա ձեզ անվճար կարող են տրամադրվել լեզվական աջակցության ծառայություններ: Զանգահարեք <1-855-705-8823> (TTY (հեռատիպ)՝ 711):

**Farsi:**

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. لطفاً طی 24 ساعت شبانه روز و 7 روز هفته با شماره <1-855-705-8823> (TTY 711) تماس بگیرید. این تماس رایگان است.

**Russian:** ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните <1-855-705-8823> (линия TTY 711), 24 часа, 7 дней в неделю. Звонок бесплатный.

**Japanese:** 注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。<1-855-705-8823> (TTY 711)まで、お電話にてご連絡ください。24 時間年中無休のフリーダイヤルです。

**Arabic:**

ملحوظة: إذا كنت تتحدث بلغة أخرى غير الإنجليزية، فإن خدمات المساعدة اللغوية تتوفر لك بالمجان. اتصل على الرقم <1-855-705-8823> وعلى (TTY 711)، على مدار 24 ساعة في اليوم و 7 أيام في الأسبوع. هذه المكالمات مجانية

**Punjabi:** ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ। ਦਿਨ ਦੇ 24 ਘੰਟੇ, ਹਫ਼ਤੇ ਦੇ 7 ਦਿਨ <1-855-705-8823> (TTY 711) 'ਤੇ ਕਾਲ ਕਰੋ। ਇਹ ਕਾਲ ਮੁਫਤ ਹੈ।

**Cambodian:** សំខាន់៖ ប្រសិនបើអ្នកនិយាយភាសាខ្មែរ សេវាកម្មជំនួយផ្នែកភាសាដោយមិនគិតថ្លៃ គឺមានសម្រាប់អ្នក។ ទូរស័ព្ទទៅលេខ <1-855-705-8823> (TTY 711) 24 ម៉ោងក្នុងមួយថ្ងៃ 7 ថ្ងៃក្នុងមួយសប្តាហ៍។ ការហៅទូរស័ព្ទនេះគឺឥតគិតថ្លៃ។

**Hmong:** LUS QHIA: Yog tias koj hais lus Hmoob, muaj kev pab txhais lus pub dawb rau koj. Hu rau <1-855-705-8823> (TTY 711) 24 teev tuaj ib hnub, 7 hnub tuaj ib lub lim tiam. Hu tau tus xovtooj no dawb xwb.

**Hindi:** ध्यान दें: यदि आप बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। दिन के 24 घंटे, सप्ताह के सातों दिन, <1-855-705-8823> (TTY 711) पर कॉल करें। यह कॉल मुफ्त है।

**Thai:** โปรดทราบ: หากคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทรฟรี <1-855-705-8823> (TTY 711) ตลอด 24 ชั่วโมง 7 วันต่อสัปดาห์.

**Lao:** ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທຣພຣີ <1-855-705-8823> (TTY 711), ຕະຫຼອດ 24 ຊົ່ວໂມງ, 7 ມື້ຕໍ່ອາທິດ.

You can get this document for free in other formats, such as large print, braille, or audio. Call <1-855-705-8823>, 24 hours a day, 7 days a week. TTY users call 711. The call is free.

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(Enclosure: Full Notice of Non-Discrimination Insert: <H8016\_22MM014>)



CalOptima Health  
A Public Agency  
13300 Garden Grove Blvd.  
Garden Grove, CA 92843  
☎ 714-468-1100  
📞 TTY: 714-468-1063  
🌐 [caloptimahealth.org](http://caloptimahealth.org)

<Date>  
<Participant's Name or Representative>  
<C/o Participant's Name>  
<Address>

RE: **Notice of Action (NOA) for Service or Payment Request**

Dear Mr./Ms. <Name>:

Your request of <insert date> for <insert brief description of requested service or payment for service> has been: ☐ Denied ☐ Deferred ☐ Modified for the reason(s) indicated below:

- ☐ Is not medically necessary by the Interdisciplinary Team (IDT)
- ☐ Requested services will not improve or contribute to sustaining your health
- ☐ An alternative service is provided to meet your care needs
- ☐ Did not meet authorization criteria
- ☐ Is not a benefit of the PACE Program
- ☐ Requires additional information or consult
- ☐ Requested service has potentially negative health and safety issues
- ☐ Other (please describe): \_\_\_\_\_

This decision was based on the following criteria or clinical guidelines:

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If you do not agree with the action above, you have the right to appeal the decision. Please see the attached "*Information for Participants about the Appeals Process*" for your right to request further action. You may call your social worker or our <PACE Quality Improvement Department> at <1-714-468-1100> who will explain these processes to you. For the hearing impaired (TTY), please call <1-714-468-1063>.

Sincerely,

<Director or IDT Member>, <Professional Discipline>

Enclosures:

- Notice of Non-Discrimination Insert

cc: <Name and Address of Treating Provider>

## INFORMATION FOR PARTICIPANTS ABOUT THE APPEALS PROCESS

All of us at CalOptima Health Program of All-Inclusive Care for the Elderly (PACE) share responsibility for your care and your satisfaction with the services you receive. Our appeals process is designed to enable you and/or your representative the opportunity to respond to a decision made by the Interdisciplinary Team regarding your request for a service or payment of a service. At any time, you wish to file an appeal, we are available to assist you. If you do not speak English, a bilingual staff member or translation services will be available to assist you.

You will not be discriminated against because an appeal has been filed. CalOptima Health PACE will continue to provide you with all the required services during the appeals process. The confidentiality of your appeal will be maintained at all times throughout and after the appeals process and information pertaining to your appeal will only be released to authorized individuals.

When CalOptima Health PACE decides not to cover or pay for a service you want, you may take action to change our decision. The action you take — whether verbally or in writing — is called an “**appeal**.” You have the right to appeal any decision about our failure to approve, furnish, arrange for or continue what you believe are covered services or to pay for services that you believe we are required to pay.

You will receive written information on the appeals process at enrollment (see your Member Enrollment Agreement Terms and Conditions) and annually after that. You will also receive this information and necessary appeals forms whenever CalOptima Health PACE denies, defers or modifies a request for a service or request for payment.

### **Definitions:**

An **appeal** is defined as a participant’s action taken with respect to the PACE organization’s noncoverage of, or nonpayment for, a service, including denials, reductions or termination of services.

A **representative** is the person who is acting on your behalf or assisting you, and may include, but is not limited to, a family member, a friend, a PACE employee or a person legally identified as Power of Attorney for Health Care/Advanced Directive, Conservator, Guardian, etc.

**Standard and Expedited Appeals Processes:** There are two types of appeals processes: standard and expedited. Both of these processes are described below.

If you request a **standard appeal**, your appeal must be filed within one-hundred-and eighty (180) calendar days of when your request for service or payment of service was denied, deferred or modified. This is the date which appears on the Notice of Action for Service or Payment Request. (The 180-day limit may be extended for good cause.) We will respond to your appeal as quickly as your health requires, but no later than thirty (30) calendar days after we receive your appeal.

If you believe that your life, health or ability to get well is in danger without the service you want, you or any treating physician may ask for an **expedited appeal**. If the treating physician asks for an expedited appeal for you, or supports you in asking for one, we

will automatically make a decision on your appeal as promptly as your health requires, but no later than seventy-two (72) hours after we receive your request for an appeal. We may extend this time frame up to fourteen (14) days if you ask for the extension or if we justify to the Department of Health Care Services the need for more information and how the delay benefits you.

If you ask for an **expedited appeal** without support from a treating doctor, we will decide if your health condition requires us to make a decision on an expedited basis. If we decide to deny you an **expedited appeal**, we will let you know within seventy two (72) hours. If this happens, your appeal will be considered a standard appeal.

*Note: For CalOptima Health PACE participants enrolled in Medi-Cal — CalOptima Health PACE will continue to provide the disputed service(s) if you choose to continue receiving the service(s) until the appeals process is completed. If our initial decision to NOT cover or reduce services is upheld, you may be financially responsible for the payment of disputed service(s) provided during the appeals process.*

The information below describes the appeals process for you or your representative to follow should you or your representative wish to file an appeal:

1. If you or your representative has requested a service or payment for a service and CalOptima Health PACE denies, defers or modifies the request, you may appeal the decision. A written “*Notice of Action of Service or Payment Request*” (NOA) will be provided to you and/or your representative which will explain the reason for the denial, deferral or modification of your service request or request for payment.
2. You can make your appeal either verbally (in person or by phone) or in writing; ask any of the PACE Program staff of the center you attend to help you start the process. CalOptima Health PACE will make sure that you are provided with written information on the appeals process, and that your appeal is documented on the appropriate form. You will need to provide complete information of your appeal so the appropriate staff person can help to resolve your appeal in a timely and efficient manner. You or your representative may present or submit relevant facts and/or evidence for review. To submit relevant facts and/or evidence in writing, please send to the address listed below. Otherwise you or your representative may submit this information in person. If more information is needed, you will be contacted by the Quality Improvement Department who will assist you in obtaining the missing information.
3. If you wish to make your appeal by phone, you may contact our Quality Improvement Department at **1-714-468-1100** or toll-free at **1-855-785-2584** to request an appeal form and/or to receive assistance in filing an appeal. For the hearing impaired, please call TTY at **1-714-468-1082**.
4. If you wish to submit your appeal in writing, please ask a staff person for an appeal form. Please send your written appeal to:

Attn: Quality Improvement Department  
CalOptima Health PACE  
13300 Garden Grove Blvd  
Garden Grove CA 92843

5. You will be sent a written acknowledgement of receipt of your appeal within five (5) working days for a **standard** appeal. For and **expedited** appeal, we will notify you or your representative within one (1) business day by phone or in person that the request for an expedited appeal has been received.
6. The reconsideration of CalOptima Health PACE decision will be made by a person(s) not involved in the initial decision-making process in consultation with the Interdisciplinary Team. We will insure that this person(s) is both impartial and appropriately credentialed to make a decision regarding the necessity of the services you requested.
7. Upon CalOptima Health PACE completion of the review of your appeal, you or your representative will be notified in writing of the decision on your appeal. As necessary and depending on the outcome of the decision, CalOptima Health PACE will inform you and/or your representative of other appeal rights you may have if the decision is not in your favor. Please refer to the information described below.

### **Due Process Requirements:**

Constitutional due process means your benefits may not be reduced or terminated without timely and adequate notice. Adequate notice must explain the reasons for the proposed action and allow a participant a chance for a hearing. CalOptima Health PACE participants with a visual impairment or other disabilities require the delivery of written materials in alternative formats. The Department of Health Care Services determined that notice in your selected alternative format or notice that is in compliance with the ADA, Section 504 of the Rehabilitation Act of 1973 and Government Code Section 11135 is considered adequate notice. CalOptima Health PACE may not deny, reduce, suspend or terminate services or treatments without offering adequate notice within proper legal timeframes. CalOptima Health PACE must assess the benefit deadline for participants who need the delivery of written materials in alternative formats, to take action from the adequate notice date, including all deadlines for appeals and aid paid pending.

CalOptima Health PACE participants must exhaust the internal appeal process and get notice that an adverse benefit determination has been upheld, before going on to a state hearing. However, if CalOptima Health PACE fails to offer adequate notice to a participant with a visual impairment or other disability who needs the delivery of written materials in an alternative format, within the related federal or state timeframes, the CalOptima Health PACE participant is deemed to have exhausted the CalOptima Health PACE internal appeal process and may request a state hearing. CalOptima Health PACE is prohibited from requesting dismissal of a state hearing based on failure to exhaust the CalOptima Health PACE internal appeal process in such cases.

### **The Decision on Your Appeal:**

**If we decide fully in your favor** on a **standard appeal** for a request for **service**, we are required to provide or arrange for services as quickly as your health condition requires, but no later than thirty (30) calendar days from when we received your request for an appeal. **If we decide in your favor** on a request for **payment**, we are required to

make the requested payment within sixty (60) calendar days after receiving your request for an appeal.

**If we do not decide fully in your favor on a standard appeal** or if we fail to provide you with a decision within thirty (30) calendar days, you have the right to pursue an external appeal through either the Medicare or Medi-Cal program (see **Additional Appeal Rights**, below). We also are required to notify you as soon as we make a decision and also to notify the federal Center for Medicare and Medicaid Services and the Department of Health Care Services. We will inform you in writing of your **external** appeal rights under Medicare or Medi-Cal managed care, or both. We will help you choose which external program to pursue if both are applicable. We also will send your appeal to the appropriate external program for review.

**If we decide fully in your favor on an expedited appeal** we are required to get the service or give you the service as quickly as your health condition requires, but no later than seventy-two (72) hours after we received your request for an appeal.

**If we do not decide in your favor on an expedited appeal** or fail to notify you within seventy-two (72) hours, you have the right to pursue an external appeal process under either Medicare or Medicaid (**see Additional Appeal Rights** below). We are required to notify you as soon as we make a decision and also to notify the Center for Medicare and Medicaid Services and the Department of Health Care Services. We let you know in writing of your **external appeal** rights under the Medicare or Medi-Cal program, or both. We will help you choose which to pursue if both are applicable. We also will send your appeal to the appropriate external program for review.

### **Additional Appeal Rights Under Medi-Cal and Medicare**

If we do not decide in your favor on your appeal or fail to provide you a decision within the required timeframe, you have additional appeal rights. Your request to file an external appeal can be made either verbally or in writing. The next level of appeal involves a new and impartial review of your appeal request through either the Medicare or Medi-Cal program.

The **Medicare program** contracts with an “Independent Review Organization” to provide external review on appeals involving PACE programs. This review organization is completely independent of our PACE organization.

The **Medi-Cal program** conducts their next level of appeal through the State hearing process. If you are enrolled in Medi-Cal, you can appeal if CalOptima Health PACE wants to reduce or stop a service you are receiving. Until you receive a final decision, you may choose to continue to receive the disputed service(s). However, you may have to pay for the service(s) if the decision is not in your favor.

If you are enrolled in **both Medicare and Medi-Cal OR Medi-Cal only**, we will help you choose which external appeal process you should follow. We also will send your appeal on to the appropriate external program for review.

If you are not sure which program you are enrolled in, ask us. The Medicare and Medi-Cal external appeal options are described below.

## Medi-Cal External Appeals Process

If you are enrolled in **both Medicare and Medi-Cal OR Medi-Cal only**, and choose to appeal our decision using Medi-Cal's external appeals process, we will send your appeal to the California Department of Social Services. At any time during the appeals process, you may request a State hearing through:

California Department of Social Services  
State Hearings Division  
PO Box 944243 Mail Station 21-37  
Sacramento CA 94244-2430

Phone: (800) 743-8525  
Facsimile: (833) 281-0905.  
TTY: 1-800-952-8349

If you choose to request a State hearing, you must ask for it within ninety (90) days from the date of receiving the *Notice of Action (NOA) for Service or Payment Request* from CalOptima Health PACE.

You may speak at the State hearing or have someone else speak on your behalf such as someone you know, including a relative, friend or an attorney. You may also be able to get free legal help. Attached is a list of Legal Services offices in Orange County if you would like legal services assistance.

If the Administrative Law Judge's (ALJ) decision is in your favor of your appeal, CalOptima Health PACE will follow the judge's instruction as to the timeframe for providing you with services you requested or payment for services for a standard or expedited appeal.

If the ALJ's decision is **not** in your favor of your appeal, for either a standard or an expedited appeal, there are further levels of appeals, and we will assist you in pursuing your appeal.

## Medicare External Appeals Process

If you are enrolled in **both Medicare and Medi-Cal OR Medicare only**, and choose to appeal our decision using Medicare's external appeals process, we will send your appeal file to the current contracted Medicare appeals entity to impartially review the appeal. The contracted Medicare appeals entity will contact us with the results of their review. The contracted Medicare appeals entity will either maintain our original decision or change our decision and rule in your favor. The current Medicare appeals entity is:

Maximus Federal Services  
Medicare Managed Care & PACE  
Reconsideration Project  
3750 Monroe Avenue Suite 702  
Pittsford NY 14524-1302

Phone: 1-585-348-3300

Facsimile: 1-5

## CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

**Action To Be Taken November 2, 2023**

**Regular Meeting of the CalOptima Health Board of Directors**

### **Report Item**

16. Adopt Resolution No. 23-1102-01 Approving and Adopting Updated CalOptima Health Human Resources Policies

### **Contacts**

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

Brigette Hoey, Chief Human Resources Officer, (714) 246-8405

### **Recommended Actions**

1. Adopt resolution No. 23-1102-01 approving updated CalOptima Health policies:
  - a. GA.8018: Paid Time Off (PTO)
  - b. GA.8027: Harassment, Discrimination, and Retaliation Prevention
  - c. GA.8038: Personal Leave of Absence
  - d. GA.8041: Workers' Compensation Program
  - e. GA.8044: Telework Program
  - f. GA.8051: Hiring of Relatives
2. Authorize unbudgeted expenditures in an amount up to \$740,000 from existing reserves to fund revisions to GA.8018: Paid Time Off.

### **Background**

Near CalOptima Health's inception, the Board of Directors delegated authority to the Chief Executive Officer (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, with emphasis on changes. 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**

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

**GA.8018: Paid Time Off (PTO):** This policy provides managers and supervisors with appropriate guidelines to administer CalOptima Health's Paid Time Off (PTO) benefit.

| Policy Section | Proposed Change   | Rationale   | Impact  |
|----------------|---|---|---|
| II.C.1         | Remove redundant and outdated language (through end of 2023) related to original implementation of California Healthy Workplaces, Healthy Families Act of 2014.<br><br>Added new amounts of forty (40) hours, or five (5) days, whichever | Complies with Senate Bill 616, adding two (2) days of paid sick leave for employees who do not earn PTO to existing policy. | Guarantees, as-needed, employees an additional two (2) days of paid sick leave in addition to three (3) paid sick |

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|          | is greater, of paid sick leave provided at the commencement of employment and then at the beginning of each calendar year thereafter.      |   | leave days.<br>Enables CalOptima Health to comply with Senate Bill 616, which takes effect January 1, 2024.                                    |
| II.C.2   | Added “Designated Person” as an eligible family member as defined in Labor Code Section 245.5.   | Aligns with expanded definition of family member that now includes “designated person” per California Assembly Bill 1041 (an act that amended Labor Code Section 245.5).  | Expands definition of family to include non-relatives. Allows compliance with Labor Code Section 245.5.  |
| II.D     | Eliminated non-exempt accrual table.   | Aligns the PTO accrual rate for non-exempt employees to that of exempt employees; increases the PTO accrual rate as employers are aligning with Senate Bill 616, which increases paid sick days from three (3) to five (5); and brings CalOptima Health’s non-exempt employee accrual rate up to market competitive levels. | Enhances recruitment and retention efforts and creates a consistent PTO accrual rate for all employees regardless of exemption classification. |
| II.I.    | Updated the number of consecutive days of employee absence that require a doctor’s note upon return to work from four (4) to six (6) days. | Complies with Senate Bill 616 that protects the first five (5) days of employee absence due to employee and/or family member illness.   | Ensures compliance with state law that prohibits employer inquiries into employee sick leave absences while on protected leave.                |
| II.N.1.a | Added language that a Catastrophic Illness or Injury is an injury or illness that is “medically verified, life threatening or              | Provides clarity on what constitutes the catastrophic illnesses or injuries that  | Specifies the seriousness of catastrophic illnesses,   |

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|          | debilitating” as well as<br>“monumental, unusual,<br>unexpected, immediate in nature.”   | qualify for PTO donations<br>under this policy.   | injuries, and<br>conditions to<br>qualify for PTO<br>donations,<br>reducing the<br>opportunity for<br>employees to use<br>the benefit for<br>common<br>illnesses.    |
| II.N.2.a | Reduced the minimum PTO<br>donation from two (2) hours to<br>one (1) hour.   | Allows for increased<br>employee participation in<br>the donation program   | Broadens<br>donation<br>increments<br>allowed and<br>encourages<br>greater<br>participation.   |
| II.N.3   | Replaced language that refers to<br>donations on an hour for hour<br>basis with language that converts<br>donated hours from the hourly<br>rate of the donor to PTO at the<br>hourly rate of the recipient.                  | Allows more equitable<br>donation of PTO as the<br>taxable value does not<br>change from donor to<br>recipient employee.                      | Provides<br>maximum<br>benefit to<br>employees<br>experiencing<br>Catastrophic<br>Illness or Injury<br>while remaining<br>in compliance<br>with IRS<br>requirements. |
| II.N.4   | Added section describing the<br>donation process on a first<br>received, first processed basis,<br>including return of unprocessed<br>donations to donor employee<br>upon end of recipient employee’s<br>Catastrophic Leave. | Changes current process<br>whereby all donation<br>forms received are<br>processed immediately<br>regardless of recipient<br>employee’s need. | Ensures that<br>recipient<br>employees do<br>not receive<br>Catastrophic<br>leave donations<br>in excess of<br>what is needed<br>before returning<br>to work.        |
| II.N.5   | Added language to define the<br>donation acceptance period is four<br>(4) weeks from the date the<br>donation request was announced.   | Sets expectations for the<br>period in which donations<br>will be collected for any<br>single request.  | Allows for<br>increased staff<br>efficiency in<br>processing PTO<br>donations and<br>encourages<br>timely  |

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|                                  |   |   | participation in the program.  |
| III.C. Table. Recipient Employee | Removed language regarding signed waiver. | Aligns with practice. The waiver has been incorporated into the request form and a separate action is not needed. | Simplifies the PTO request process for recipient employees while ensuring compliance with their privacy. |

**GA.8027: Harassment, Discrimination, and Retaliation Prevention:** This policy outlines CalOptima Health’s zero tolerance for discrimination, harassment, and retaliation and sets forth a procedure for promptly investigating complaints thereof.

| Policy Section | Proposed Change   | Rationale   | Impact   |
|----------------|---|---|--|
| Title          | Updated policy name to include Discrimination and Retaliation Prevention.   | Expands policy name to align with updated policy purpose.   | Clarifies that this policy covers discrimination and retaliation prevention in addition to harassment prevention.                                  |
| Throughout     | Replaced Department of Fair Housing (DFEH) with California Civil Rights Department (CRD) and updated contact information.   | Reflects updated name and contact information.  | Provides the most current harassment, discrimination, and retaliation reporting information for employees.   |
| II.E.          | Added language to emphasize that harassment can occur in person, remotely, in virtual platforms, etc., and provided a list of what is considered part of the workplace. | Provides clarity on what is considered part of the workplace and that harassment can occur in situations beyond the physical workplace. | Expands how and where harassment, discrimination and retaliation might occur, providing greater understanding, conduct expectations, and workplace |

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|        |  |   | protection to employees.  |
| II.H.b | Added and described Abusive Conduct as a type of prohibited conduct. | Uses the definition of Abusive Conduct from Assembly Bill 2053 (AB 2053) prohibiting such conduct, and aligns with training requirements of AB 2053.            | Expands types of harassment that are prohibited and provides examples of such conduct to aid in employee awareness. |
| II.K.2 | Added specific actions employees witnessing harassment can take.     | Encourages witnesses to report harassing behavior and provides standard methods that witnesses can utilize in intervening when they feel they can safely do so. | Provides guidance to employees on methods of intervention if they witness harassment or discrimination.             |

**GA.8038: Personal Leave of Absence:** This policy outlines CalOptima Health’s leave of absence (LOA) guidelines for personal leave.

| Policy Section | Proposed Change  | Rationale  | Impact   |
|----------------|--|--|--|
| II.D.3         | Added “PTO only accrues during the period an employee is on active duty or utilizing PTO for an approved Personal Leave of Absence.”   | Aligns with practice and language from CalOptima Health Policy GA.8037: Leaves of Absence. | Clarifies that PTO does not accrue while an employee is on an unpaid LOA and provides consistency with other leave policies. |
| II.D.9         | Added “Holidays: If a paid holiday occurs during the period an employee is on a Personal LOA, the employee may be eligible for the holiday pay if PTO is being used for the LOA the day before and the day after the holiday. The holiday pay will be prorated based on the employee’s full-time or part-time status as was in effect prior to the LOA.” | Aligns with practice and language from CalOptima Health Policy GA.8037: Leaves of Absence. | Clarifies when an employee on Personal LOA is eligible to receive holiday pay.   |

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| II.D.10              | Added “An employee on a Personal LOA is not eligible to receive certain supplemental compensation, such as...during their LOA. An employee on a Continuous LOA may be eligible for Employer-Paid Member Contribution (EPMC) or Supplemental Retirement Benefit during any portion of a paid LOA but shall not be eligible if the LOA is unpaid. Executive incentives will be prorated to account for an executive’s Personal LOA time period. Executives must be current employees during the pay period the executive incentive is paid for eligibility. Supplemental compensation will resume when the employee returns to an active status, and may be prorated, where applicable.” | Specifies which supplemental pays are not in effect during a Personal LOA; clarifies that employees are ineligible for EPMC and Supplemental Retirement Benefits during an unpaid LOA; specifies that executive incentive bonuses will be prorated, and executives must be current employees to receive the incentive; and describes how and when Supplemental Compensation resumes after a LOA. | Provides clarity regarding changes that occur in Supplemental Pay eligibility when on a LOA.                                |
| II.D.11              | Added language prohibiting outside employment while on an LOA.   | Describes expectation that employees will not engage in outside employment while on LOA, unless specifically authorized.   | Sets expectation for employees regarding outside employment while on LOA.   |
| III.Table.Employee.2 | Added language regarding timely payment of health insurance premiums to third-party administrator for Consolidated Omnibus Budget Reconciliation Act (COBRA) coverage.   | Aligns policy with practice as it pertains to health insurance benefits while on unpaid Personal LOA.  | Provides guidance regarding employee’s obligation to elect COBRA to continue health insurance while on unpaid Personal LOA. |

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| III.Table.Employee.4          | Added employee responsibility to engage in the interactive process where applicable.  | Provides expectation that employee is responsible for engaging in disability interactive process, where applicable, while on LOA. | Promotes employee understanding of their responsibilities while on a medical leave of absence protected by the Americans with Disability Act (ADA) and Fair Employment and Housing Act (FEHA). |
| III.Table.Human Resources.2-8 | Recorded Human Resources (HR) responsibilities, including the need to designate leave as Personal LOA, provide information on benefits during Personal LOA, and engage in the disability interactive process. | Aligns policy with practice and provides transparency on HR staff obligations when handling employee requests Personal LOA.       | Provides transparency regarding HR staff responsibilities when employee requests Personal LOA.   |

**GA.8041: Workers’ Compensation Program:** This policy outlines CalOptima Health’s protocols and procedures for employees who sustain a work-related injury or illness.

| Policy Section | Proposed Change  | Rationale   | Impact  |
|----------------|--|---|---|
| Throughout     | Full policy rearranged and revised to include the entire Workers’ Compensation Program thereby expanding on lost time injuries or illnesses. | Aligns with administration of Workers’ Compensation requirements and provides clear and streamlined information.                                | Outlines protocols and procedures for employees who are injured or become ill during the course and scope of their employment.                        |
| II.A.          | Updated the purpose of Workers’ Compensation benefits. Added activities that are ineligible due to voluntary participation.                  | Provides a more succinct purpose of Workers’ Compensation benefits and clarifies circumstances that would not qualify an employee for benefits. | Clarifies that only employees who sustain an injury or illness arising out of and during the course and scope of employment are eligible for Workers’ |

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|            |  |  | Compensation benefits.  |
| II.B.1.a-e | Updated descriptions of Workers' Compensation California-mandated benefits. Removed rehabilitation benefits that are no longer applicable under state law.                                 | Provides more accurate descriptions of the benefits mandated by the state for those who sustain a Workers' Compensation injury or illness. | Provides accurate description of Workers' Compensation benefits to improve employee expectations if/when they are injured or become ill on the job. |
| II.B.2     | Added statement about the policy pertaining to California employees and that out-of-state employees need to contact Human Resources for benefits and procedures applicable to their state. | Provides clarity and guidance for out-of-state employees   | Provides guidance for out-of-state employees who may become ill or injured on the job.  |
| II.G.      | Added language regarding option of utilizing PTO when claim is in delayed status and removed reference to fraud.   | Provides option for employees to use accrued Paid Time Off when their Workers' Compensation claim is pending or delayed.                   | Provides guidance for employees whose Workers' Compensation claim is pending or denied so they can continue to receive a paycheck.                  |

**GA.8044: Telework Program:** This policy describes guidelines for a flexible work arrangement that: (1) permits eligible employees to perform their work from remote work locations unless business needs require otherwise; (2) supports recruitment and retention of skilled employees; and (3) promotes a culture of managing by results.

| Policy Section | Proposed Change   | Rationale   | Impact  |
|----------------|---|---|---|
| II.A.3         | Added Community Workers as an additional workplace arrangement covered under the policy. Specified that | Aligns with existing practice for Community Workers and provides clarity regarding telework status. | Provides clarity and ensures Community Worker positions |

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|        | Community Workers are not counted in the number of Full Telework positions.  |  | are not counted as Full Telework positions.   |
| II.A.4 | Added Temporary Telework as an additional workplace arrangement covered under the policy. Specified that Temporary Teleworkers are not counted in the number of Full Telework positions. | Allows eligible employees to work up to their entire work schedule away from the Central Worksite on a temporary basis, as an accommodation for their disability or to provide care to a family or household member who has a serious health condition or disability. The care provided to the family or household member occurs outside of the Temporary Teleworkers' normal work schedule (e.g., before or after work or while on a meal break). | Provides employees the flexibility to care for their own or a family member's medical needs meeting short term (less than six months) accommodation needs and enhances work life balance for employees. |

**GA.8051: Hiring of Relatives:** This policy outlines CalOptima Health's guidelines for hiring employee relatives.

| Policy Section | Proposed Change  | Rationale   | Impact  |
|----------------|--|---|---|
| II.A           | Added text regarding hiring/promotion decisions being made on merit, and not made with regard to protected characteristics and activities.   | Aligns with CalOptima Health Policy GA.8060 Recruitment, Selection, and Hiring. | Provides consistency with related policies.   |
| II.A           | Added "conflict of interest" (COI) to the list of reasons that CalOptima Health has the right to refuse to appoint a person to a position in the same department/division with another employee based on their relationship. | Reduces potential of a COI within a department or division.                     | Provides clarity and reduces potential of COI-related issues within a department that could negatively impact operations. |
| III.C          | Updated the list of familial relationships to which the policy applies.  | Aligns with CalOptima Health Policy GA.8026 Employee Referral Program.          | Provides consistency with related policies  |

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|  |  |  | and clarity on relationships that are considered “relatives” under the policy. |
|--|--|--|--|

**Fiscal Impact**

The recommended action to revise GA.8018 is unbudgeted. The estimated annual fiscal impact of the elimination of the non-exempt PTO accrual table is \$1.48 million. An appropriation of up to \$740,000 from existing reserves will fund this action effective pay period December 31, 2023, through June 30, 2024. Staff will include updated administrative expenses in future operating budgets. All other policy revisions are budget neutral to CalOptima Health.

The recommended action to revise GA.8027, GA.8038, GA.8041, GA.8044, and GA.8051 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

**Attachments**

- 1. Resolution No. 23-1102-01, Approve Updated CalOptima Health Policies
- 2. Revised CalOptima Health Policies
  - a. GA.8018: Paid Time Off (PTO)
  - b. GA.8027: Harassment, Discrimination, and Retaliation Prevention
  - c. GA.8038: Personal Leave of Absence
  - d. GA.8041: Workers’ Compensation Program
  - e. GA.8044: Telework Program
  - f. GA.8051: Hiring of Relatives

/s/ Michael Hunn  
**Authorized Signature**

10/27/2023  
**Date**

## RESOLUTION NO. 23-1102-01

### 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 Bylaws of the Orange County Health Authority, dba CalOptima Health, 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; and

**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.

#### **NOW, THEREFORE, BE IT RESOLVED:**

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

- GA.8018: Paid Time Off (PTO)
- GA.8027: Harassment, Discrimination, and Retaliation Prevention
- GA.8038: Personal Leave of Absence
- GA.8041: Workers' Compensation Program
- GA.8044: Telework Program
- GA.8051: Hiring of Relatives

APPROVED AND ADOPTED by the Board of Directors of the Orange County Health Authority, d.b.a., CalOptima this 2nd day of November 2023.

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.8018  
Title: **Paid Time Off (PTO)**  
Department: ~~Human Resources~~ **CalOptima Health Administrative**  
Section: ~~Not Applicable~~ **Human Resources**

CEO Approval: /s/

Effective Date: 10/27/2011

Revised Date: 01/01/2024

Applicable to: ☐ Medi-Cal  
☐ OneCare  
☒ ~~OneCare Connect~~  
☐ PACE  
☒ Administrative

## I. PURPOSE

This policy provides managers and supervisors with appropriate guidelines to administer CalOptima Health's Paid Time Off (PTO) benefit.

## II. POLICY

- A. CalOptima Health provides PTO, a work-life balance benefit, to all eligible employees to enable them to take time off from work for activities such as rest, recreation, recovery from injury and illness or other personal activities. CalOptima Health believes this time is valuable for employees in order to enhance productivity and make the work experience more personally satisfying. CalOptima Health provides employees with additional hours of PTO as months of service are accumulated.
- B. Full-Time, Part-Time, and Limited Term Employees who are regularly scheduled to work more than twenty (20) hours per week are eligible to accrue PTO. An eligible employee may use accrued PTO hours to take time off from work for any reason. CalOptima Health encourages employees to maintain work-life balance by utilizing PTO benefits for rest and recreation throughout the year. Employees who satisfy eligibility requirements set out in CalOptima Health's respective policies and applicable federal and state laws may be granted other types of leaves of absence. Unless otherwise prohibited by law, such leaves may require employees to use accrued PTO before transitioning to unpaid leave.
- C. California Healthy Workplaces, Healthy Families Act of 2014 ("Paid Sick Leave"), ~~effective July 1, 2015~~, requires CalOptima Health to provide paid sick leave to eligible employees. CalOptima Health already provides employees who are eligible to accrue PTO, as specified in Section III.B. above, a sufficient amount of PTO that can be used for sick leave that satisfies the accrual, carryover, and use requirements under the Paid Sick Leave law. For all other employees who are not eligible to accrue PTO as specified in Section II.B. above, such as As-Needed Employees, who work thirty (30) or more days within one (1) year from the start of their date of employment, the following provisions shall apply:

1. ~~For eligible employees, CalOptima Health shall provide the full amount of twenty-four (24) hours, or three (3) days, whichever is greater, of paid sick leave to eligible employees on July 1, 2015, and then at the beginning of each calendar year thereafter. For eligible employees hired after July 1, 2015, the full amount of twenty-four (24) hours, or three (3) days, whichever is greater, of paid sick leave shall be provided~~ at the commencement of employment and then at the beginning of each calendar year thereafter. As such, the employee will not accrue any additional paid sick leave and will not carry over any unused sick leave hours to the following year.
  2. Upon satisfying a ninety (90) day employment period, employees may use accrued sick leave for preventative care or diagnosis, and care or treatment of an existing health condition of the employee or the employee's family member. The Paid Sick Leave law defines a "family member" as a ~~child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling.~~ Child, Parent, Spouse, Registered Domestic Partner, grandparent, grandchild, sibling or Designated Person. Employees are limited to one Designated Person per twelve (12) month period and shall identify the Designated Person at the time paid sick leave is requested. Eligible employees may also use accrued paid sick leave for specified purposes if the employee is a victim of domestic violence, sexual assault, or stalking.
  3. Paid sick leave will not be treated the same as PTO. Upon termination, resignation, retirement, or other separation from employment, CalOptima Health will not pay out employees for unused paid sick leave time accrued under the Paid Sick Leave law. In addition, accrued paid sick leave time is not eligible for cash out. If an employee separates and is then rehired by CalOptima Health within one (1) year from the date of separation, the previously accrued and unused paid sick leave time will be reinstated. An employee rehired within one (1) year from the date of separation may not be subject to the Paid Sick Leave law's ninety (90)-day waiting period, if such condition was previously satisfied, and may use their paid sick leave time immediately upon rehire, if eligible.
- D. **PTO Accrual:** An eligible employee begins accruing PTO on their hire date, based on ~~their classification as exempt or non-exempt, hours paid~~ each pay period (excluding overtime) each pay period (non-exempt employees for Non-Exempt Employees), and months of Continuous Service in accordance with the accrual schedule provided below, with the following exceptions:
1. If an employee is rehired by CalOptima Health within ninety (90) calendar days from the date of separation, the employee's PTO accrual rate will include prior months of ~~continuous service.~~ Continuous Service. For those employees who are rehired beyond ninety (90) calendar days after separation, the Chief Executive Officer will have the discretion to approve deviations of up to a maximum of eighty (80) accrued hours per year from the date of rehire.
  2. On rare occasions and on a case-by-case basis, the Chief Executive Officer may approve deviations of up to a maximum of one hundred twenty (120) hours accrued per year from the accrual schedule below.
  3. The CEO may authorize one-time PTO of up to a maximum of eight (8) hours per employee per incident, in cases of local emergencies or unforeseen circumstances necessitating time off for the immediate protection, welfare and safety of the employee or CalOptima Health property.

#### Annual Paid Time Off Benefits Accrual Schedule

**(Effective the Pay Period that Includes January 2, 2024)**

In the accrual ~~table~~table below, the total hours accrued is based on the number of hours paid, prorated for employees who work less than a full-time schedule, and calculated up to a maximum of eighty (80) hours for the biweekly pay period. The increase in PTO accrual will take effect at the end of the pay period following completion of thirty-six (36) months or one hundred twenty (120) months of service as required in the ~~table~~table below.

**Non-Exempt Employees:**

| Months of Continuous Service | Hours of PTO Accrued<br>(Biweekly pay period) | Annual<br>Hourly Accrual |
|------------------------------|---|--------------------------|
| Up to 36 Months              | 5.5385  | 144                      |
| 36+ Months to 120 Months     | 7.0769  | 184                      |
| 120+ Months                  | 8.6154  | 224                      |

————— Note: 36 months = 3 years; 120 months = 10 years

**Exempt Employees:**

| Months of Continuous Service | Hours of PTO Accrued<br>(Biweekly pay period) | Annual<br>Hourly Accrual |
|------------------------------|---|--------------------------|
| Up to 36 Months              | 7.0769  | 184                      |
| 36+ Months to 120 Months     | 8.6154  | 224                      |
| 120+ Months                  | 10.1538                                       | 264                      |

————— Note: 36 Months = 3 years; 120 months = 10 years

- E. **Maximum Accrual:** Limits are imposed on the amount of PTO that can be maintained in an employee's PTO account. If available, PTO is not used by the end of the benefit year [benefit year is the twelve (12) month period from hire date], employees may carry unused time off into subsequent years, up to the maximum accrual amount specified herein. The maximum amount permitted in an employee's PTO account is equal to two (2) times the employee's Annual Accrual (see chart above). If an employee reaches their maximum PTO accrual amount, the employee will stop accruing PTO.
- F. **PTO Accrual during Leaves of Absence:** PTO does not accrue when absent from work in connection with an approved or unapproved unpaid Leave of Absence, including, but not limited to, workers' compensation leave, or short/long term disability. PTO accruals recommence when the employee returns to work from an unpaid Leave of Absence.
- G. **PTO Scheduling:** Scheduling of PTO is to be done in a manner compatible with CalOptima Health's operational requirements. In order to minimize the impact of an employee's absence, planned time off should be submitted by an employee to their immediate supervisor for approval at least two (2) weeks before the requested time off. Advance approval by the supervisor is subject to the condition that the employee has sufficient time available in the employee's PTO account at the time the employee uses the PTO. Supervisors have authority to approve or deny PTO requests based on business needs, and CalOptima Health will not be responsible for any expenses incurred by an employee if the request for PTO is not approved. Each department may have special scheduling requirements and procedures for requesting PTO; therefore, employees should check with their immediate supervisor in advance, except for purposes of sick leave. In rare cases, an

Executive may authorize the rescission of approved PTO to address urgent, emergent, or emergency situations. Notification to the employee will be made as soon as the need is known.

- H. **PTO for Leaves of Absence Pursuant to Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL), Paid Sick Leave, and Other Leaves:** CalOptima Health is required to provide time off to eligible employees in accordance with applicable laws. Accrued PTO will automatically be used to pay employees for any period of time taken off under the FMLA, and/or the CFRA in accordance with CalOptima Health Policy GA.8040: Family Medical and Care Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence. Use of PTO for any period of time taken off under PDL is at the discretion of the employee. Accrued PTO will be automatically used towards paid sick leave for preventative care, or care of an existing health condition for the employee, or a family member, ~~which includes the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, or sibling as described in CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence~~, or for specified purposes if the employee is a victim of domestic violence, sexual assault, or stalking. In addition, employees may use half of their annual accrued PTO for preventive care, or care of an existing health condition for the employee, or a family member as permitted under Labor Code, Section 233. Accrued PTO shall also be automatically used for time-off for Child-Related Activities, subject to the limitations under Labor Code, Section 230.8. At the employee's discretion, PTO may also be used to supplement an employee's income, up to one hundred percent (100%) if an employee is receiving short/long term disability benefits during an approved unpaid Leave of Absence. Leave rights discussed herein may overlap and shall not create greater rights than permitted under applicable laws. For example, the right of an employee on a Leave of Absence for their own serious health condition, or the serious health condition of their eligible family member, under FMLA and CFRA may coincide with their rights under the Paid Sick Leave law, such that they shall only be entitled to the maximum amount of time off permitted under FMLA/CFRA or the Paid Sick Leave law, whichever is greater. As another example, an employee who has exhausted all of their accrued PTO shall not be entitled to additional paid leave under either Acts or under the Paid Sick Leave law.
- I. **Unscheduled PTO:** Regardless of the reason for an unscheduled absence, an employee shall notify their immediate supervisor in accordance with CalOptima Health Policy GA.8059: Attendance and Timekeeping. Notification of an unscheduled absence does not make the absence authorized. An employee shall enter the PTO request into the timekeeping system as soon as reasonably possible, and the employee's PTO account will be deducted accordingly. Excessive use of unscheduled PTO above and beyond what is allowed under the Paid Sick Leave law may result in discipline, up to and including termination. If an employee is absent for ~~four (4)~~ six (6) consecutive days, or more, on personal and unprotected sick time, a doctor's note is required on the first day back.
- J. **Holidays Occurring During PTO:** If an observed CalOptima Health holiday occurs during an employee's scheduled PTO, the employee's PTO account will not be deducted for that holiday day, unless the full-time ~~non-exempt employee~~ Non-Exempt Employee is on a 9/80 schedule pursuant to CalOptima Health Policy GA.8020: 9/80 Work Schedule. In this case, the employee has the option of using one (1) hour of accrued PTO or making up the time if approved by their supervisor.
- K. **Maximum Annual Cash Out:** An election period will be held each year at about the same time as CalOptima Health's annual open enrollment period. During this time, each employee may elect, for the following year, to convert to cash PTO hours up to the full amount that the employee will be eligible to accrue at the time of cash out in the next calendar year. Once the election period closes, but in no event after December 31 of the year prior to payment of the cash out, the request for PTO cash out cannot be revoked. Requests for cash out will be paid out once per calendar year as determined by the Human Resources Department, provided that all of the following criteria are met:

(1) the employee made the election during the applicable open enrollment period, (2) the employee has actually accrued the requested amount of hours in the same year and by the time the cash out is made, and (3) a minimum of one hundred (100) accrued PTO hours remain in the employee's PTO account after cash out. If the employee's election to cash out is for more hours than are eligible, the cash out will be limited to the number of eligible PTO hours at the time the cash out is made. Cashed out PTO will be paid at the employee's current hourly rate at the time the PTO cash out is scheduled to be paid, subject to all applicable taxes and deductions.

L. **Cash Out for Financial Hardship:** If during the year an employee experiences a personal financial hardship, the employee can cash out their accrued PTO hours. Cash out for financial hardships are limited to one per calendar year. Documentation verifying the financial hardship must be provided to the Human Resources Department. The number of hours an employee can request for a financial hardship is subject to the requirement that a minimum of one hundred (100) accrued PTO hours remain in the employee's PTO account after cash out. Financial hardships must represent an immediate and heavy financial need and there must be no other resources readily available to handle that financial need. Financial hardships shall be limited to the following reasons:

1. Expenses for, or necessary, to obtain non-reimbursed medical care for employee or immediate family members;
2. Payment for the purchase of a primary residence;
3. Payment of tuition, related education fees, and room and board expenses for postsecondary education for the employee, or the employee's spouse (or registered domestic partner), children, or dependents;
4. Payments necessary to prevent the employee from eviction or foreclosure;
5. Expenses for the repair of damage to an employee's primary residence for damages from natural disasters; or
6. Expenses for the burial, funeral, or memorial ~~for an employee's deceased parent~~ Parent, spouse (or ~~registered domestic partner~~, Registered Domestic Partner), ~~children~~ Child, or dependents.

M. **PTO Pay/Flex Pay on Termination:** Employees are expected to give at least two (2) weeks' written notice prior to resigning from their employment. Notice of resignation is expected to be a "working" notice to allow an opportunity for productive work time to complete projects, or train whoever will be assuming the employee's responsibilities. For that reason, employees should avoid using accrued PTO during the two (2) week period preceding their last scheduled day of work and/or coordinate the use of PTO time to provide at least two (2) "working" weeks. In no event shall CalOptima Health permit an employee to use their accrued PTO beyond the last day worked by an employee, unless the employee was on an approved Leave of Absence, or unless otherwise required by law. Upon termination of employment, the employee is paid all accrued unused PTO and Flex Holiday time at the employee's base rate of pay, subject to all applicable taxes, at the time of the termination. According to California Labor Code, Section 220(b), as a public agency, CalOptima Health is not required to pay wages immediately upon termination. CalOptima Health will pay the employee on the next regularly scheduled pay day.

N. **PTO Donation Program:** At the discretion of the Human Resources Department, a PTO Donation Program may be implemented. Employees may donate accrued PTO hours to assist another CalOptima Health employee ("recipient employee") when a recipient employee, ~~or~~ their family

member, qualifies as having a Catastrophic Illness or Injury. Donations are completely voluntary, and donors will remain anonymous to the recipient employee.

1. To be eligible to receive PTO donations, a recipient employee must meet all the following criteria:

- a. Have a Catastrophic Illness or Injury, which shall mean a ~~major~~ medically verified, life threatening or debilitating illness, injury or other medical condition (e.g., heart attack, cancer, etc.) which is monumental, unusual, unexpected, immediate in nature or have a family member with a ~~Catastrophic Illness~~ such illness, injury or condition, which requires the employee take a ~~prolonged absence including intermittent absences that are related to the same illness, or condition, and~~ Prolonged Absence which will result in a substantial loss of income to the employee because the employee will have exhausted all PTO available apart from the PTO Donation Program. Family members referenced above shall include an employee's spouse or ~~registered domestic partner; biological, adopted, step, or foster, child under age eighteen (18), or an adult dependent child substantially limited by a physical, or mental, impairment; or biological, adopted, step, or foster, parent~~ Registered Domestic Partner, Child, or Parent;
- b. Have worked for CalOptima Health for at least ninety (90) days and be eligible to accrue PTO hours under this Policy;
- c. Be in Good Standing (no written warnings or corrective action plans within the last six (6) months, and the most recent performance evaluation shows the employee is meeting the performance standards);
- d. Exhausted all of their own PTO time;
- e. Completed a written request and authorization form including medical documentation to be approved by the Human Resources Department;
- f. Have the scheduled time off or Leave of Absence, approved by CalOptima Health in accordance with CalOptima Health's Leave of Absence and Personal Leave of Absence Policies; and
- g. Have not resigned or been terminated from employment prior to or during the employee's time off or Leave of Absence.

2. To donate, a donor Employee must meet all the following criteria:

- a. Donate and surrender a minimum of ~~two (2) hours~~ one (1) hour, in increments of one (1) hour.
- b. Maintain a minimum balance of one hundred (100) accrued PTO hours in the donor employee's PTO account after donation.
- c. Submit a form authorizing the donation and acknowledging that the donated PTO time has been surrendered to CalOptima Health for the benefit of another employee and is no longer a benefit to the donor employee.

3. PTO donation pay rate. PTO hours donated ~~will be transferred to the Recipient Employee on an hour for hour basis~~ shall be converted to dollars at the Recipient Employee's hourly rate of

pay, without regard to the donor. The dollars shall then be converted to PTO at the hourly rate of pay of the recipient of the donation. For example, if a donor employee is regularly paid \$25.00 per hour and donates eight (8) hours of PTO to a recipient employee who is regularly paid \$20.00 per hour, the recipient employee will receive ten (10) hours of paid leave, paid at \$20.00 per hour (8 hours x \$25.00 = \$200 value, and \$200 value/\$20.00 per hour = 10 hours). The appropriate hours of PTO will then be added to the recipient's PTO account for use during the payroll period(s) in which the employee is in need of catastrophic leave. The recipient employee is responsible for the tax burden of the donation. Any donated PTO that is not used by the Recipient Employee shall remain in the Recipient Employee's PTO account for future use.

4. PTO donation processing. Each donation will be processed in the order received, in which case the first donor employee's PTO would be converted and applied to the recipient employee's PTO bank for the first payroll period in which the donations are being utilized. The second donor employee's PTO may then be used and applied to the recipient employee's PTO bank for the same or next payroll period. Subsequent donations will be similarly processed. If any forms authorizing the donation of hours remain at the end of the recipient employee's catastrophic leave, the unprocessed forms shall be returned to the donor.

4-5. Disability or workers' compensation. If a recipient employee is receiving short term or long term disability or workers' compensation benefits, the recipient employee may coordinate the donated PTO hours with these benefits to supplement the recipient employee's income up to one hundred percent (100%) of the employee's salary. For instance, if the recipient employee is receiving sixty percent (60%) of their income from short term disability, CalOptima Health will allow the recipient employee to use the donated PTO hours to supplement up to the forty percent (40%) difference in compensation, bringing the recipient employee's total monthly income to one hundred percent (100%) of their earnings.

5-6. The recipient employee must submit an application and all necessary documentation to the Human Resources Department to be a recipient of the donated PTO and must give CalOptima Health permission to issue an all-staff email announcing the opportunity to donate PTO. The email will identify the recipient employee and any other information expressly authorized by the recipient employee. From the date of sending the announcement, there will be a four (4) week period for donor employees to submit their donations.

6-7. In submitting an application, the recipient employee will be required to save/indemnify, defend, and hold CalOptima Health harmless from any claims, liability, or actions concerning the disclosure of health information authorized by the recipient employee.

7-8. This PTO Donation program is completely voluntary on the part of CalOptima Health and may be amended or terminated by the Human Resources Department at any time at its sole discretion.

### III. PROCEDURE

#### A. PTO or Paid Sick Leave Time Request for Time Off:

| Responsible Party | Action  |
|-------------------|---|
| Employee          | <ul style="list-style-type: none"><li>Request PTO or paid sick leave at least two (2) weeks in advance, where possible, using CalOptima Health's time-keeping system. If the need for time off is foreseeable, employee must provide reasonable advance notice.</li></ul> |

| Responsible Party | Action   |
|-------------------|--|
|                   | If not, the employee must provide notice as soon as practicable. (If using PTO or paid sick leave for illness or preventative treatment, enter time away from work request as PTO Sick). |
| Supervisor        | <ul style="list-style-type: none"> <li>Review all requests and approve, or deny, the request.</li> </ul>   |

B. PTO Request to Cash Out:

| Responsible Party | Action  |
|-------------------|---|
| Employee          | <ul style="list-style-type: none"> <li>Request PTO cash out for the following year during the designated election period</li> </ul> |
| Payroll           | <ul style="list-style-type: none"> <li>Review all requests and approve or deny the request.</li> </ul>                              |

For 20231102 BOD Review Only

C. PTO Request for Donations (Recipient Employee):

| Responsible Party          | Action   |
|----------------------------|--|
| Recipient Employee         | <ul style="list-style-type: none"><li>Request a Leave of Absence.</li><li>Complete a written request and authorization form including supporting medical documentation to be submitted to the Human Resources Department for approval, if eligible. <del>Sign a written waiver concerning disclosure of information to CalOptima Health employees.</del></li></ul>   |
| Human Resources Department | <ul style="list-style-type: none"><li>Receive request and authorization form from recipient employee and review for completeness and eligibility.</li><li>Within ten (10) days of receipt of all necessary material provide notice to recipient employee whether or not Human Resources approves or rejects the employee's request. Where approved, send out email request to all CalOptima Health employees consistent with permissible information provided by the recipient employee.</li></ul> |

D. PTO Request to Donate (Donor Employee):

| Responsible Party          | Action   |
|----------------------------|--|
| Donor Employee             | <ul style="list-style-type: none"><li>Submit a form authorizing the donation and designating the number of hours surrendered to CalOptima Health for the benefit of a recipient employee.</li><li>Sign an acknowledgement that the donated PTO time has been surrendered to CalOptima Health for the benefit of a recipient employee and is no longer a benefit to the donor employee.</li></ul>   |
| Human Resources Department | <ul style="list-style-type: none"><li>Receive donation form from donor employee and review for completeness and eligibility.</li><li>Within ten (10) days of receipt of all necessary material provide notice to donor employee whether or not Human Resources approves or rejects the employee's request. Where approved, transfer the donated PTO hours to the recipient employee on an hour for hour basis at the recipient employee's rate of pay.</li></ul> |

**IV. \_\_\_\_\_**

**~~V.~~IV. ATTACHMENT(S)**

Not Applicable

~~A. PTO Donation Program – Request and Authorization Form – Recipient Employee~~

~~B.A. PTO Donation Program – Donation and Authorization Form – Donor Employee~~

~~C.A. Cash Out PTO for Financial Hardship Request Form~~

**V. REFERENCE(S)**

~~D.A.~~ California Labor Code, §§230.8, 233-234, and 245-249 *et seq.*

~~E.B.~~ CalOptima Health Employee Handbook

~~F.C.~~ CalOptima Health Policy GA.8037: Leave of Absence

~~G.D.~~ CalOptima Health Policy GA.8038: Personal Leave of Absence

~~H.E.~~ CalOptima Health Policy GA.8040: FMLA and CFRA Leaves of Absence

~~I.F.~~ CalOptima Health Policy GA.8041: Workers' Compensation Leave of Absence

~~J.G.~~ CalOptima Health Policy GA.8059: Attendance and Timekeeping

H. Cash Out PTO for Financial Hardship Request Form

I. Government Code § 12945.2 et seq. (CFRA)

J. PTO Donation Program – Request and Authorization Form – Recipient Employee

K. PTO Donation Program – Donation and Authorization Form – Donor Employee

L. Title 2, California Code of Regulations § 11035 et. seq. (Pregnancy Regulations)

M. Title 2, California Code of Regulations § 11087 et seq. (CFRA Regulations)

N. Title 29, Code of Federal Regulations (C.F.R.) Part 825 et seq. (FMLA Regulations)

O. Title 29, United States Code section 2601 et seq. (FMLA)

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

None to Date

**VII. BOARD ACTIONS**

| Date       | Meeting   |
|------------|---|
| 05/01/2014 | Regular Meeting of the CalOptima Board of Directors               |
| 08/07/2014 | Regular Meeting of the CalOptima Board of Directors               |
| 06/04/2015 | Regular Meeting of the CalOptima Board of Directors               |
| 12/03/2015 | Regular Meeting of the CalOptima Board of Directors               |
| 02/02/2017 | Regular Meeting of the CalOptima Board of Directors               |
| 12/03/2020 | Regular Meeting of the CalOptima Board of Directors               |
| 12/01/2022 | Regular Meeting of the CalOptima Health Board of Directors        |
|            | <u>Regular Meeting of the CalOptima Health Board of Directors</u> |

**VIII. REVISION HISTORY**

| Action    | Date       | Policy  | Policy Title        | Program(s)     |
|-----------|------------|---------|---------------------|----------------|
| Effective | 10/27/2011 | GA.8018 | Paid Time Off (PTO) | Administrative |
| Revised   | 03/26/2014 | GA.8018 | Paid Time Off (PTO) | Administrative |

| Action         | Date       | Policy         | Policy Title               | Program(s)            |
|----------------|------------|----------------|----------------------------|-----------------------|
| Revised        | 05/01/2014 | GA.8018        | Paid Time Off (PTO)        | Administrative        |
| Revised        | 08/07/2014 | GA.8018        | Paid Time Off (PTO)        | Administrative        |
| Revised        | 06/04/2015 | GA.8018        | Paid Time Off (PTO)        | Administrative        |
| Revised        | 12/03/2015 | GA.8018        | Paid Time Off (PTO)        | Administrative        |
| Revised        | 02/02/2017 | GA.8018        | Paid Time Off (PTO)        | Administrative        |
| Revised        | 12/03/2020 | GA.8018        | Paid Time Off (PTO)        | Administrative        |
| Revised        | 12/01/2022 | GA.8018        | Paid Time Off (PTO)        | Administrative        |
| <u>Revised</u> | 01/01/2024 | <u>GA.8018</u> | <u>Paid Time Off (PTO)</u> | <u>Administrative</u> |

For 20231102 BOD Review Only

1 IX. GLOSSARY  
2

| Term                                  | Definition   |
|---------------------------------------|--|
| As-Needed                             | Employees called to work sporadically on an as-needed basis. These employees may not have regularly scheduled hours and do not earn any benefits. As-Needed employees are employed for an indefinite duration and must work less than one thousand (1,000) hours per fiscal year.  |
| Catastrophic Illness <u>or Injury</u> | <del>A major illness or other medical condition (e.g., heart attack, cancer, etc.) of the employee or a family member of the employee that requires a prolonged absence of the employee from work, including intermittent absences that are related to the same illness or condition, and will result in a substantial loss of income to the employee because the employee will have exhausted all PTO available apart from the PTO Donation Program. A medically verified, life threatening or debilitating illness, injury or condition which is monumental, unusual, unexpected, immediate in nature, and expected to preclude the employee from returning to work for an extended period of time. Typically, not covered: common and short-term illness such as colds, flu, allergies, and headaches, or work-related illness or injury covered by Workers' Compensation benefits.</del> |
| <u>Child</u>                          | <del>For the purposes of this policy, a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. The definition of child is applicable regardless of age or dependency status.</del>  |
| Child-Related Activities              | Participation in activities at child's school or day care facility as permitted under Labor Code, <del>Section</del> <u>section</u> 230.8, which includes: finding, enrolling, or reenrolling a child in a school or with a licensed child care provider; child care provider or school, emergency; request for child to be picked up from school/child care; or an attendance policy that prohibits the child from attending or requires the child to be picked up from the school or child care provider; behavioral/discipline problems; closure or unexpected unavailability of school (excluding planned holidays); a natural disaster; or to participate in activities of the school or licensed child care provider of their child, if the employee, prior to taking the time off, gives reasonable notice to CalOptima <u>Health</u> .   |
| Continuous Service                    | A period of employment with one (1) employer, which begins with the day on which the employee starts work and ends with the date of resignation or dismissal. All service, regardless of hours worked, counts toward calculating continuous service.   |
| <u>Designated Person</u>              | <del>A term used to describe an individual related to the employee by blood or whose association with the employee is equivalent to a family relationship.</del>   |
| Exempt Employee                       | <del>Employees who are exempt from the overtime provisions of the federal Fair Labor Standards Act (FLSA) and state regulations governing wages and salaries. Exempt status is determined by the Human Resources Department based on the position title and duties and responsibilities of the position and consistent with the Federal Fair Labor Standards Act (FLSA) regulations. Although an employee's classification may meet applicable federal and/or state exemption criteria, the position may nevertheless be designated as non-exempt. Exempt employees do not earn overtime compensation is defined by Human Resources for each position.</del>   |
| Full-Time Employee                    | An employee who works sixty (60) to eighty (80) hours per pay period.  |
| Good Standing                         | The employee has at least a satisfactory level of performance on their most recent evaluation and has not received written corrective action within the last six (6) months.   |

| Term                               | Definition  |
|------------------------------------|---|
| Leave of Absence (LOA)             | A term used to describe <del>a scheduled</del> <u>an authorized</u> period of time off <u>longer than five (5) days</u> that an employee is to be away from their primary job, while maintaining the status of employee.  |
| Limited Term Employee              | Employees who are hired to work a full-time schedule on special-assignments that last a period of less than six (6) months. Limited Term employees do not become regular employees as a result of the passage of time.  |
| Non-Exempt Employee                | Non-Exempt status applies to all employees who are not identified by Human Resources as exempt. Non-Exempt employees are paid on an hourly basis and are eligible for overtime compensation. Although an employee's classification may qualify for applicable federal exemptions from the FLSA exemption criteria, the position may nevertheless be designated as non-exempt. |
| Paid Sick Leave                    | Paid Sick Leave covers the provisions of the Healthy Workplaces, Healthy Families Act of 2014 (California Labor Code §245-249) and Kin Care (California Labor Code §233-234)  |
| <u>Parent</u>                      | <u>For the purposes of this policy, the biological, adoptive, step or foster parent of an employee or the employee's spouse or registered domestic partner, or an individual who stands or stood in loco parentis to an employee when the employee was a child. California Healthy Workplaces, Healthy Families Act of 2014 also includes parents-in-law.</u>                 |
| Part-Time Employees                | Employees that regularly work less than thirty (30) hours per week.   |
| <u>Prolonged Absence</u>           | <u>Under the PTO Donation Program, a prolonged absence is one that incapacitates the employee or their family member for at least twenty-one (21) consecutive calendar days. May include intermittent absences that are related to the same illness, injury or condition.</u>   |
| <u>Registered Domestic Partner</u> | <u>Registered domestic partners can be any couples, regardless of their sex. Only domestic partners who have registered with the State of California – or who formed a substantially equivalent legal union in another jurisdiction – qualify as Registered Domestic Partners.</u>  |



Policy: GA.8018  
Title: **Paid Time Off (PTO)**  
Department: Human Resources  
Section: Not Applicable

CEO Approval: /s/

Effective Date: 10/27/2011

Revised Date: 01/01/2024

Applicable to: ☐ Medi-Cal  
☐ OneCare  
☐ PACE  
☒ Administrative

## I. PURPOSE

This policy provides managers and supervisors with appropriate guidelines to administer CalOptima Health's Paid Time Off (PTO) benefit.

## II. POLICY

- A. CalOptima Health provides PTO, a work-life balance benefit, to all eligible employees to enable them to take time off from work for activities such as rest, recreation, recovery from injury and illness or other personal activities. CalOptima Health believes this time is valuable for employees in order to enhance productivity and make the work experience more personally satisfying. CalOptima Health provides employees with additional hours of PTO as months of service are accumulated.
- B. Full-Time, Part-Time, and Limited Term Employees who are regularly scheduled to work more than twenty (20) hours per week are eligible to accrue PTO. An eligible employee may use accrued PTO hours to take time off from work for any reason. CalOptima Health encourages employees to maintain work-life balance by utilizing PTO benefits for rest and recreation throughout the year. Employees who satisfy eligibility requirements set out in CalOptima Health's respective policies and applicable federal and state laws may be granted other types of leaves of absence. Unless otherwise prohibited by law, such leaves may require employees to use accrued PTO before transitioning to unpaid leave.
- C. California Healthy Workplaces, Healthy Families Act of 2014 ("Paid Sick Leave"), requires CalOptima Health to provide paid sick leave to eligible employees. CalOptima Health already provides employees who are eligible to accrue PTO, as specified in Section III.B. above, a sufficient amount of PTO that can be used for sick leave that satisfies the accrual, carryover, and use requirements under the Paid Sick Leave law. For all other employees who are not eligible to accrue PTO as specified in Section II.B. above, such as As-Needed Employees, who work thirty (30) or more days within one (1) year from the start of their date of employment, the following provisions shall apply:

1. For eligible employees, CalOptima Health shall provide the full amount of forty (40) hours, or five (5) days, whichever is greater, of paid sick leave at the commencement of employment and then at the beginning of each calendar year thereafter. As such, the employee will not accrue any additional paid sick leave and will not carry over any unused sick leave hours to the following year.
  2. Upon satisfying a ninety (90) day employment period, employees may use accrued sick leave for preventative care or diagnosis, and care or treatment of an existing health condition of the employee or the employee's family member. The Paid Sick Leave law defines a "family member" as a Child, Parent, Spouse, Registered Domestic Partner, grandparent, grandchild, sibling or Designated Person. Employees are limited to one Designated Person per twelve (12) month period and shall identify the Designated Person at the time paid sick leave is requested. Eligible employees may also use accrued paid sick leave for specified purposes if the employee is a victim of domestic violence, sexual assault, or stalking.
  3. Paid sick leave will not be treated the same as PTO. Upon termination, resignation, retirement, or other separation from employment, CalOptima Health will not pay out employees for unused paid sick leave time accrued under the Paid Sick Leave law. In addition, accrued paid sick leave time is not eligible for cash out. If an employee separates and is then rehired by CalOptima Health within one (1) year from the date of separation, the previously accrued and unused paid sick leave time will be reinstated. An employee rehired within one (1) year from the date of separation may not be subject to the Paid Sick Leave law's ninety (90)-day waiting period, if such condition was previously satisfied, and may use their paid sick leave time immediately upon rehire, if eligible.
- D. **PTO Accrual:** An eligible employee begins accruing PTO on their hire date, based on hours paid each pay period (excluding overtime for Non-Exempt Employees), and months of Continuous Service in accordance with the accrual schedule provided below, with the following exceptions:
1. If an employee is rehired by CalOptima Health within ninety (90) calendar days from the date of separation, the employee's PTO accrual rate will include prior months of Continuous Service. For those employees who are rehired beyond ninety (90) calendar days after separation, the Chief Executive Officer will have the discretion to approve deviations of up to a maximum of eighty (80) accrued hours per year from the date of rehire.
  2. On rare occasions and on a case-by-case basis, the Chief Executive Officer may approve deviations of up to a maximum of one hundred twenty (120) hours accrued per year from the accrual schedule below.
  3. The CEO may authorize one-time PTO of up to a maximum of eight (8) hours per employee per incident, in cases of local emergencies or unforeseen circumstances necessitating time off for the immediate protection, welfare and safety of the employee or CalOptima Health property.

**Annual Paid Time Off Benefits Accrual Schedule  
(Effective the Pay Period that Includes January 2, 2024)**

In the accrual table below, the total hours accrued is based on the number of hours paid, prorated for employees who work less than a full-time schedule, and calculated up to a maximum of eighty (80) hours for the biweekly pay period. The increase in PTO accrual will take effect at the end of the pay period following completion of thirty-six (36) months or one hundred twenty (120) months of service as required in the table below.

| Months of Continuous Service | Hours of PTO Accrued<br>(Biweekly pay period) | Annual<br>Hourly Accrual |
|------------------------------|---|--------------------------|
| Up to 36 Months              | 7.0769  | 184                      |
| 36+ Months to 120 Months     | 8.6154  | 224                      |
| 120+ Months                  | 10.1538                                       | 264                      |

Note: 36 Months = 3 years; 120 months = 10 years

- E. **Maximum Accrual:** Limits are imposed on the amount of PTO that can be maintained in an employee's PTO account. If available, PTO is not used by the end of the benefit year [benefit year is the twelve (12) month period from hire date], employees may carry unused time off into subsequent years, up to the maximum accrual amount specified herein. The maximum amount permitted in an employee's PTO account is equal to two (2) times the employee's Annual Accrual (see chart above). If an employee reaches their maximum PTO accrual amount, the employee will stop accruing PTO.
- F. **PTO Accrual during Leaves of Absence:** PTO does not accrue when absent from work in connection with an approved or unapproved unpaid Leave of Absence, including, but not limited to, workers' compensation leave, or short/long term disability. PTO accruals recommence when the employee returns to work from an unpaid Leave of Absence.
- G. **PTO Scheduling:** Scheduling of PTO is to be done in a manner compatible with CalOptima Health's operational requirements. In order to minimize the impact of an employee's absence, planned time off should be submitted by an employee to their immediate supervisor for approval at least two (2) weeks before the requested time off. Advance approval by the supervisor is subject to the condition that the employee has sufficient time available in the employee's PTO account at the time the employee uses the PTO. Supervisors have authority to approve or deny PTO requests based on business needs, and CalOptima Health will not be responsible for any expenses incurred by an employee if the request for PTO is not approved. Each department may have special scheduling requirements and procedures for requesting PTO; therefore, employees should check with their immediate supervisor in advance, except for purposes of sick leave. In rare cases, an Executive may authorize the rescission of approved PTO to address urgent, emergent, or emergency situations. Notification to the employee will be made as soon as the need is known.
- H. **PTO for Leaves of Absence Pursuant to Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL), Paid Sick Leave, and Other Leaves:** CalOptima Health is required to provide time off to eligible employees in accordance with applicable laws. Accrued PTO will automatically be used to pay employees for any period of time taken off under the FMLA, and/or the CFRA in accordance with CalOptima Health Policy GA.8040: Family Medical and Care Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence. Use of PTO for any period of time taken off under PDL is at the discretion of the employee. Accrued PTO will be automatically used towards paid sick leave for preventative care, or care of an existing health condition for the employee, or a family member as described in CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence, or for specified purposes if the employee is a victim of domestic violence, sexual assault, or stalking. In addition, employees may use half of their annual accrued PTO for preventative care, or care of an existing health condition for the employee, or a family member as permitted under Labor Code, Section 233. Accrued PTO shall also be automatically used for time-off for Child-Related Activities, subject to the limitations under Labor Code, Section 230.8. At the employee's discretion, PTO may also be used to supplement an

employee's income, up to one hundred percent (100%) if an employee is receiving short/long term disability benefits during an approved unpaid Leave of Absence. Leave rights discussed herein may overlap and shall not create greater rights than permitted under applicable laws. For example, the right of an employee on a Leave of Absence for their own serious health condition, or the serious health condition of their eligible family member, under FMLA and CFRA may coincide with their rights under the Paid Sick Leave law, such that they shall only be entitled to the maximum amount of time off permitted under FMLA/CFRA or the Paid Sick Leave law, whichever is greater. As another example, an employee who has exhausted all of their accrued PTO shall not be entitled to additional paid leave under either Acts or under the Paid Sick Leave law.

- I. **Unscheduled PTO:** Regardless of the reason for an unscheduled absence, an employee shall notify their immediate supervisor in accordance with CalOptima Health Policy GA.8059: Attendance and Timekeeping. Notification of an unscheduled absence does not make the absence authorized. An employee shall enter the PTO request into the timekeeping system as soon as reasonably possible, and the employee's PTO account will be deducted accordingly. Excessive use of unscheduled PTO above and beyond what is allowed under the Paid Sick Leave law may result in discipline, up to and including termination. If an employee is absent for six (6) consecutive days or more on personal and unprotected sick time, a doctor's note is required on the first day back.
- J. **Holidays Occurring During PTO:** If an observed CalOptima Health holiday occurs during an employee's scheduled PTO, the employee's PTO account will not be deducted for that holiday day, unless the full-time Non-Exempt Employee is on a 9/80 schedule pursuant to CalOptima Health Policy GA.8020: 9/80 Work Schedule. In this case, the employee has the option of using one (1) hour of accrued PTO or making up the time if approved by their supervisor.
- K. **Maximum Annual Cash Out:** An election period will be held each year at about the same time as CalOptima Health's annual open enrollment period. During this time, each employee may elect, for the following year, to convert to cash PTO hours up to the full amount that the employee will be eligible to accrue at the time of cash out in the next calendar year. Once the election period closes, but in no event after December 31 of the year prior to payment of the cash out, the request for PTO cash out cannot be revoked. Requests for cash out will be paid out once per calendar year as determined by the Human Resources Department, provided that all of the following criteria are met: (1) the employee made the election during the applicable open enrollment period, (2) the employee has actually accrued the requested amount of hours in the same year and by the time the cash out is made, and (3) a minimum of one hundred (100) accrued PTO hours remain in the employee's PTO account after cash out. If the employee's election to cash out is for more hours than are eligible, the cash out will be limited to the number of eligible PTO hours at the time the cash out is made. Cashed out PTO will be paid at the employee's current hourly rate at the time the PTO cash out is scheduled to be paid, subject to all applicable taxes and deductions.
- L. **Cash Out for Financial Hardship:** If during the year an employee experiences a personal financial hardship, the employee can cash out their accrued PTO hours. Cash out for financial hardships are limited to one per calendar year. Documentation verifying the financial hardship must be provided to the Human Resources Department. The number of hours an employee can request for a financial hardship is subject to the requirement that a minimum of one hundred (100) accrued PTO hours remain in the employee's PTO account after cash out. Financial hardships must represent an immediate and heavy financial need and there must be no other resources readily available to handle that financial need. Financial hardships shall be limited to the following reasons:
  - 1. Expenses for, or necessary, to obtain non-reimbursed medical care for employee or immediate family members;

2. Payment for the purchase of a primary residence;
3. Payment of tuition, related education fees, and room and board expenses for postsecondary education for the employee, or the employee's spouse (or registered domestic partner), children, or dependents;
4. Payments necessary to prevent the employee from eviction or foreclosure;
5. Expenses for the repair of damage to an employee's primary residence for damages from natural disasters; or
6. Expenses for the burial, funeral, or memorial for an employee's deceased Parent, spouse (or Registered Domestic Partner), Child, or dependents.

**M. PTO Pay/Flex Pay on Termination:** Employees are expected to give at least two (2) weeks' written notice prior to resigning from their employment. Notice of resignation is expected to be a "working" notice to allow an opportunity for productive work time to complete projects, or train whoever will be assuming the employee's responsibilities. For that reason, employees should avoid using accrued PTO during the two (2) week period preceding their last scheduled day of work and/or coordinate the use of PTO time to provide at least two (2) "working" weeks. In no event shall CalOptima Health permit an employee to use their accrued PTO beyond the last day worked by an employee, unless the employee was on an approved Leave of Absence, or unless otherwise required by law. Upon termination of employment, the employee is paid all accrued unused PTO and Flex Holiday time at the employee's base rate of pay, subject to all applicable taxes, at the time of the termination. According to California Labor Code, Section 220(b), as a public agency, CalOptima Health is not required to pay wages immediately upon termination. CalOptima Health will pay the employee on the next regularly scheduled pay day.

**N. PTO Donation Program:** At the discretion of the Human Resources Department, a PTO Donation Program may be implemented. Employees may donate accrued PTO hours to assist another CalOptima Health employee ("recipient employee") when a recipient employee, or their family member, qualifies as having a Catastrophic Illness or Injury. Donations are completely voluntary, and donors will remain anonymous to the recipient employee.

1. To be eligible to receive PTO donations, a recipient employee must meet all the following criteria:
  - a. Have a Catastrophic Illness or Injury, which shall mean a medically verified, life threatening or debilitating illness, injury or condition which is monumental, unusual, unexpected, immediate in nature or have a family member with such illness, injury or condition, which requires the employee take a Prolonged Absence which will result in a substantial loss of income to the employee because the employee will have exhausted all PTO available apart from the PTO Donation Program. Family members referenced above shall include an employee's spouse or Registered Domestic Partner, Child, or Parent;
  - b. Have worked for CalOptima Health for at least ninety (90) days and be eligible to accrue PTO hours under this Policy;
  - c. Be in Good Standing (no written warnings or corrective action plans within the last six (6) months, and the most recent performance evaluation shows the employee is meeting the performance standards);

- d. Exhausted all of their own PTO time;
  - e. Completed a written request and authorization form including medical documentation to be approved by the Human Resources Department;
  - f. Have the scheduled time off or Leave of Absence approved by CalOptima Health in accordance with CalOptima Health's Leave of Absence and Personal Leave of Absence Policies; and
  - g. Have not resigned or been terminated from employment prior to or during the employee's time off or Leave of Absence.
2. To donate, a donor Employee must meet all the following criteria:
    - a. Donate and surrender a minimum of one (1) hour, in increments of one (1) hour.
    - b. Maintain a minimum balance of one hundred (100) accrued PTO hours in the donor employee's PTO account after donation.
    - c. Submit a form authorizing the donation and acknowledging that the donated PTO time has been surrendered to CalOptima Health for the benefit of another employee and is no longer a benefit to the donor employee.
  3. PTO donation pay rate. PTO hours donated shall be converted to dollars at the hourly rate of the donor. The dollars shall then be converted to PTO at the hourly rate of the recipient of the donation. For example, if a donor employee is regularly paid \$25.00 per hour and donates eight (8) hours of PTO to a recipient employee who is regularly paid \$20.00 per hour, the recipient employee will receive ten (10) hours of paid leave, paid at \$20.00 per hour (8 hours x \$25.00 = \$200 value, and \$200 value/\$20.00 per hour = 10 hours). The appropriate hours of PTO will then be added to the recipient's PTO account for use during the payroll period(s) in which the employee is in need of catastrophic leave. The recipient employee is responsible for the tax burden of the donation.
  4. PTO donation processing. Each donation will be processed in the order received, in which case the first donor employee's PTO would be converted and applied to the recipient employee's PTO bank for the first payroll period in which the donations are being utilized. The second donor employee's PTO may then be used and applied to the recipient employee's PTO bank for the same or next payroll period. Subsequent donations will be similarly processed. If any forms authorizing the donation of hours remain at the end of the recipient employee's catastrophic leave, the unprocessed forms shall be returned to the donor.
  5. Disability or workers' compensation. If a recipient employee is receiving short term or long term disability or workers' compensation benefits, the recipient employee may coordinate the donated PTO hours with these benefits to supplement the recipient employee's income up to one hundred percent (100%) of the employee's salary. For instance, if the recipient employee is receiving sixty percent (60%) of their income from short term disability, CalOptima Health will allow the recipient employee to use the donated PTO hours to supplement up to the forty percent (40%) difference in compensation, bringing the recipient employee's total monthly income to one hundred percent (100%) of their earnings.

6. The recipient employee must submit an application and all necessary documentation to the Human Resources Department to be a recipient of the donated PTO and must give CalOptima Health permission to issue an all-staff email announcing the opportunity to donate PTO. The email will identify the recipient employee and any other information expressly authorized by the recipient employee. From the date of sending the announcement, there will be a four (4) week period for donor employees to submit their donations.
7. In submitting an application, the recipient employee will be required to indemnify, defend, and hold CalOptima Health harmless from any claims, liability, or actions concerning the disclosure of health information authorized by the recipient employee.
8. This PTO Donation program is completely voluntary on the part of CalOptima Health and may be amended or terminated by the Human Resources Department at any time at its sole discretion.

### III. PROCEDURE

#### A. PTO or Paid Sick Leave Time Request for Time Off:

| Responsible Party | Action   |
|-------------------|--|
| Employee          | <ul style="list-style-type: none"> <li>Request PTO or paid sick leave at least two (2) weeks in advance, where possible, using CalOptima Health's time-keeping system. If the need for time off is foreseeable, employee must provide reasonable advance notice. If not, the employee must provide notice as soon as practicable. (If using PTO or paid sick leave for illness or preventative treatment, enter time away from work request as PTO Sick).</li> </ul> |
| Supervisor        | <ul style="list-style-type: none"> <li>Review all requests and approve, or deny, the request.</li> </ul>   |

#### B. PTO Request to Cash Out:

| Responsible Party | Action  |
|-------------------|---|
| Employee          | <ul style="list-style-type: none"> <li>Request PTO cash out for the following year during the designated election period</li> </ul> |
| Payroll           | <ul style="list-style-type: none"> <li>Review all requests and approve or deny the request.</li> </ul>                              |

#### C. PTO Request for Donations (Recipient Employee):

| Responsible Party          | Action  |
|----------------------------|---|
| Recipient Employee         | <ul style="list-style-type: none"> <li>Request a Leave of Absence.</li> <li>Complete a written request and authorization form including supporting medical documentation to be submitted to the Human Resources Department for approval, if eligible.</li> </ul>  |
| Human Resources Department | <ul style="list-style-type: none"> <li>Receive request and authorization form from recipient employee and review for completeness and eligibility.</li> <li>Within ten (10) days of receipt of all necessary material provide notice to recipient employee whether or not Human Resources approves or rejects the employee's request. Where approved, send out email request to all CalOptima Health employees consistent with permissible information provided by the recipient employee.</li> </ul> |

D. PTO Request to Donate (Donor Employee):

| Responsible Party          | Action  |
|----------------------------|---|
| Donor Employee             | <ul style="list-style-type: none"><li>• Submit a form authorizing the donation and designating the number of hours surrendered to CalOptima Health for the benefit of a recipient employee.</li><li>• Sign an acknowledgement that the donated PTO time has been surrendered to CalOptima Health for the benefit of a recipient employee and is no longer a benefit to the donor employee.</li></ul>  |
| Human Resources Department | <ul style="list-style-type: none"><li>• Receive donation form from donor employee and review for completeness and eligibility.</li><li>• Within ten (10) days of receipt of all necessary material provide notice to donor employee whether or not Human Resources approves or rejects the employee's request Where approved, transfer the donated PTO hours to the recipient employee on an hour for hour basis at the recipient employee's rate of pay.</li></ul> |

IV. ATTACHMENT(S)

Not Applicable

V. REFERENCE(S)

- A. California Labor Code, §§230.8, 233-234, and 245-249 *et seq.*
- B. CalOptima Health Employee Handbook
- C. CalOptima Health Policy GA.8037: Leave of Absence
- D. CalOptima Health Policy GA.8038: Personal Leave of Absence
- E. CalOptima Health Policy GA.8040: FMLA and CFRA Leaves of Absence
- F. CalOptima Health Policy GA.8041: Workers' Compensation Leave of Absence
- G. CalOptima Health Policy GA.8059: Attendance and Timekeeping
- H. Cash Out PTO for Financial Hardship Request Form
- I. Government Code § 12945.2 *et seq.* (CFRA)
- J. PTO Donation Program –Request and Authorization Form – Recipient Employee
- K. PTO Donation Program –Donation and Authorization Form – Donor Employee
- L. Title 2, California Code of Regulations § 11035 *et. seq.* (Pregnancy Regulations)
- M. Title 2, California Code of Regulations § 11087 *et seq.* (CFRA Regulations)
- N. Title 29, Code of Federal Regulations (C.F.R.) Part 825 *et seq.* (FMLA Regulations)
- O. Title 29, United States Code section 2601 *et seq.* (FMLA)

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

VII. BOARD ACTIONS

| Date       | Meeting   |
|------------|---|
| 05/01/2014 | Regular Meeting of the CalOptima Board of Directors |
| 08/07/2014 | Regular Meeting of the CalOptima Board of Directors |
| 06/04/2015 | Regular Meeting of the CalOptima Board of Directors |
| 12/03/2015 | Regular Meeting of the CalOptima Board of Directors |

|            |  |
|------------|--|
| 02/02/2017 | Regular Meeting of the CalOptima Board of Directors        |
| 12/03/2020 | Regular Meeting of the CalOptima Board of Directors        |
| 12/01/2022 | Regular Meeting of the CalOptima Health Board of Directors |
|            | Regular Meeting of the CalOptima Health Board of Directors |

## VIII. REVISION HISTORY

| Action    | Date       | Policy  | Policy Title        | Program(s)     |
|-----------|------------|---------|---------------------|----------------|
| Effective | 10/27/2011 | GA.8018 | Paid Time Off (PTO) | Administrative |
| Revised   | 03/26/2014 | GA.8018 | Paid Time Off (PTO) | Administrative |
| Revised   | 05/01/2014 | GA.8018 | Paid Time Off (PTO) | Administrative |
| Revised   | 08/07/2014 | GA.8018 | Paid Time Off (PTO) | Administrative |
| Revised   | 06/04/2015 | GA.8018 | Paid Time Off (PTO) | Administrative |
| Revised   | 12/03/2015 | GA.8018 | Paid Time Off (PTO) | Administrative |
| Revised   | 02/02/2017 | GA.8018 | Paid Time Off (PTO) | Administrative |
| Revised   | 12/03/2020 | GA.8018 | Paid Time Off (PTO) | Administrative |
| Revised   | 12/01/2022 | GA.8018 | Paid Time Off (PTO) | Administrative |
| Revised   | 01/01/2024 | GA.8018 | Paid Time Off (PTO) | Administrative |

1 IX. GLOSSARY  
2

| Term                           | Definition   |
|--------------------------------|--|
| As-Needed                      | Employees called to work sporadically on an as-needed basis. These employees may not have regularly scheduled hours and do not earn any benefits. As-Needed employees are employed for an indefinite duration and must work less than one thousand (1,000) hours per fiscal year.  |
| Catastrophic Illness or Injury | A medically verified, life threatening or debilitating illness, injury or condition which is monumental, unusual, unexpected, immediate in nature, and expected to preclude the employee from returning to work for an extended period of time. Typically, not covered: common and short-term illness such as colds, flu, allergies, and headaches, or work-related illness or injury covered by Workers' Compensation benefits.   |
| Child                          | For the purposes of this policy, a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. The definition of child is applicable regardless of age or dependency status.   |
| Child-Related Activities       | Participation in activities at child's school or day care facility as permitted under Labor Code section 230.8, which includes: finding, enrolling, or reenrolling a child in a school or with a licensed child care provider; child care provider or school, emergency; request for child to be picked up from school/child care or an attendance policy that prohibits the child from attending or requires the child to be picked up from the school or child care provider; behavioral/discipline problems; closure or unexpected unavailability of school (excluding planned holidays); a natural disaster; or to participate in activities of the school or licensed child care provider of their child, if the employee, prior to taking the time off, gives reasonable notice to CalOptima Health. |
| Continuous Service             | A period of employment with one (1) employer, which begins with the day on which the employee starts work and ends with the date of resignation or dismissal. All service, regardless of hours worked, counts toward calculating continuous service.   |
| Designated Person              | A term used to describe an individual related to the employee by blood or whose association with the employee is equivalent to a family relationship.  |
| Exempt Employee                | Employees who are exempt from the overtime provisions of the federal Fair Labor Standards Act (FLSA) and state regulations governing wages and salaries. Exempt status is determined by the duties and responsibilities of the position and is defined by Human Resources for each position.   |
| Full-Time Employee             | An employee who works sixty (60) to eighty (80) hours per pay period.  |
| Good Standing                  | The employee has at least a satisfactory level of performance on their most recent evaluation and has not received written corrective action within the last six (6) months.   |
| Leave of Absence (LOA)         | A term used to describe an authorized period of time off longer than five (5) days that an employee is to be away from their primary job, while maintaining the status of employee.  |
| Limited Term Employee          | Employees who are hired to work a full-time schedule on special-assignments that last a period of less than six (6) months. Limited Term employees do not become regular employees as a result of the passage of time.   |
| Non-Exempt Employee            | Non-Exempt status applies to all employees who are not identified by Human Resources as exempt. Non-Exempt employees are paid on an hourly basis and are eligible for overtime compensation. Although an employee's classification   |

| <b>Term</b>                 | <b>Definition</b>  |
|-----------------------------|--|
|                             | may qualify for applicable federal exemptions from the FLSA exemption criteria, the position may nevertheless be designated as non-exempt.   |
| Paid Sick Leave             | Paid Sick Leave covers the provisions of the Healthy Workplaces, Healthy Families Act of 2014 (California Labor Code §245-249) and Kin Care (California Labor Code §233-234)   |
| Parent                      | For the purposes of this policy, the biological, adoptive, step or foster parent of an employee or the employee's spouse or registered domestic partner, or an individual who stands or stood in loco parentis to an employee when the employee was a child. California Healthy Workplaces, Healthy Families Act of 2014 also includes parents-in-law. |
| Part-Time Employees         | Employees that regularly work less than thirty (30) hours per week.  |
| Prolonged Absence           | Under the PTO Donation Program, a prolonged absence is one that incapacitates the employee or their family member for at least twenty-one (21) consecutive calendar days. May include intermittent absences that are related to the same illness, injury or condition.   |
| Registered Domestic Partner | Registered domestic partners can be any couples, regardless of their sex. Only domestic partners who have registered with the State of California – or who formed a substantially equivalent legal union in another jurisdiction – qualify as Registered Domestic Partners.  |



Policy: GA.8027  
Title: **Anti-Harassment, Discrimination, and Retaliation Prevention**  
Department: **CalOptima Administrative Human Resources**  
Section: **Human Resources** ~~Not Applicable~~  
CEO Approval: /s/  
Effective Date: 01/05/2012  
Revised Date: **TBD**  
Applicable to: ☐ Medi-Cal  
☐ OneCare  
☐ ~~OneCare Connect~~  
☐ PACE  
☒ Administrative

## I. PURPOSE

This policy outlines ~~CalOptima's~~ **CalOptima Health's** zero tolerance for Discrimination, Harassment, and Retaliation and sets forth a procedure for promptly investigating complaints thereof.

## II. POLICY

- A. CalOptima **Health** is committed to providing a professional work environment that is free of Discrimination and Harassment based on one or more protected category(ies), and an environment free from Retaliation for participating in any protected activity(ies) covered by this policy. CalOptima **Health** is committed to providing equal employment opportunities to all Employees and applicants for employment. Accordingly, CalOptima **Health** has adopted and shall maintain this **Anti-Harassment, Discrimination, and Retaliation Prevention** Policy designed to encourage professional and respectful behavior and prevent discriminating, ~~harassing~~ **Harassing**, or retaliatory conduct in our workplace. CalOptima **Health** shall implement appropriate corrective action(s), up to and including termination, in response to any violation of ~~CalOptima's~~ **CalOptima Health's** **Harassment, Discrimination, and Retaliation Prevention** ~~Anti-Harassment~~ Policy, even if the violation does not rise to the level of unlawful conduct.
- B. CalOptima **Health** prohibits Discrimination and Harassment based on the following categories: race, color, hairstyle, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, registered domestic partner status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), sex stereotype, gender, transitioning status, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. In addition, CalOptima **Health** prohibits Retaliation against a person who engages reasonably and in good faith in activities protected under this policy. Reporting or assisting in reporting suspected violations of this policy and cooperating in investigations or proceedings

arising out of an alleged violation of this policy are protected activities.

- C. All Employees are expected to assume responsibility for maintaining a work environment that is free from Discrimination, Harassment and Retaliation. The law prohibits supervisors, managers, and co-workers, as well as third parties with whom CalOptima ~~employees~~Health Employees come into contact in the workplace, from engaging in unlawful Discrimination, Harassment and Retaliation. Employees are encouraged to promptly report conduct that they reasonably believe violates this policy so that CalOptima Health shall have an opportunity to address and resolve any concerns. Managers and supervisors are required to promptly report conduct that they believe violates this policy. CalOptima Health is committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.
- D. Complaints/reports under this policy must be based on a reasonable belief of misconduct and made in good faith. CalOptima Health will not tolerate intentional false accusations of Discrimination, Harassment, or Retaliation. A finding of any intentional false accusations is considered a violation of this policy and may result in corrective action up to and including termination.
- E. This policy applies to agents, contractors, volunteers, job applicants, and ~~employees~~Employees. In addition, this policy extends to conduct with a connection to an Employee's work, even when the conduct takes place away from ~~CalOptima's~~CalOptima Health's premises, such as a business trip or business-related social function. CalOptima's Harassment, Discrimination, and/or Retaliation can occur between individuals in different work locations including but not limited to in person, working remotely, on virtual platforms, in messaging apps, and after working hours between personal cell phones. Remote work locations, virtual platforms, social media, and text/email communications are considered part of the workplace for purposes of this policy. CalOptima Health's policy prohibiting ~~discrimination~~Discrimination against CalOptima Health Members is addressed in CalOptima Health Policy HH.1104: Complaints of Discrimination.
- F. CalOptima Health shall take appropriate steps and implement processes to protect Employees from unlawful Discrimination, Harassment and Retaliation in the workplace, including:
1. Employees are encouraged to timely report and file a complaint regarding suspected or actual inappropriate conduct in violation of this policy and/or applicable laws, and, whenever possible, to put the complaint or concern in writing. Employees may designate the report or complaint as confidential, which may remain confidential to the extent possible based on the circumstances and applicable laws, except with respect to the investigation, which may not be completely confidential. Employees can file complaints directly with their immediate supervisor, manager, or the Human Resources Department.
  2. Supervisors and managers are required to forward all complaints, oral and/or written, alleging violation(s) of this policy to the Human Resources Department.
  3. The Human Resources Department or designee will review any report or complaint of inappropriate conduct in violation of this policy and will complete a timely, thorough, and impartial review and/or investigation, when appropriate, that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected.
  4. Impacted parties are required to reasonably participate in the review and/or investigation of complaints alleging inappropriate conduct in violation of this policy.
  5. The complainant and respondent will be timely informed of appropriate information related to the progress of the review or investigation, including the findings and closure of an

investigation.

6. If, at the end of the investigation, inappropriate conduct or violation(s) of this policy or applicable law are found, CalOptima Health shall take appropriate remedial measures.

7. Employees reporting inappropriate conduct, along with ~~employees~~ Employees participating in the investigation as witnesses, shall not be retaliated against for filing a complaint or participating in the investigation process.

G. Employees may also file a complaint directly with the United States Equal Employment Opportunity Commission (EEOC) or California Civil Rights Department ~~of Fair Employment and Housing (DFEH)~~, (CRD) or other appropriate state or federal agency(ies). -They may also file a civil action in the appropriate court, subject to applicable laws.

#### H. Prohibited Conduct

1. Discrimination: CalOptima Health prohibits ~~discrimination~~ Discrimination based on any one or more protected characteristics as described in Section II.B. of this policy. Prohibited ~~discrimination~~ Discrimination includes unequal treatment based upon the Employee or applicant's association with a member of these protected classes. Discrimination may include but is not necessarily limited to: allowing the applicant's or Employee's protected category to be a factor in hiring, promotion, compensation, or other employment related decision, unless otherwise permitted by applicable law; and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or Employees because of their protected category.

2. Harassment: CalOptima Health prohibits ~~harassing~~ Harassing, disrespectful or unprofessional conduct, including ~~harassing~~ Harassing, disrespectful or unprofessional conduct based on any one or more protected characteristics as described in Section II.B. of this policy. Prohibited ~~harassment~~ Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical (such as physically threatening another person, blocking someone's way, making physical contact in an unwelcome manner, etc.).

a. ~~Sexual Harassment~~: CalOptima Health prohibits ~~Discrimination and Harassment~~ based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), sex stereotype, sexual orientation, gender, gender identity, or gender expression. Sexually ~~harassing~~ Harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal. Sexual ~~harassment~~ Harassment may involve ~~harassment~~ Harassment of a person of the same gender as the harasser, regardless of either person's sexual orientation or gender identity. Prohibited Sexual Harassment falls into two categories: (1) "*quid pro quo*" ("this for that") when someone conditions a job, promotion, or other work benefit based on submission to sexual advances or other conduct based on sex; or (2) "hostile work environment" when unwelcome comments or conduct based on sex unreasonably interferes with your work performance or creates an intimidating, hostile, or offensive work environment. Prohibited Sexual Harassment may include all the actions described above as Harassment, as well as other unwelcome sex-based conduct, such as, but not limited to:

i. Unwelcome or unsolicited sexual advances;

ii. Offering employment benefits in exchange for sexual favors;

- iii. Leering or gestures;
- iv. Displaying sexually suggestive objects, pictures, cartoons, or posters;
- v. Derogatory comments, epithets, slurs, or jokes;
- vi. Graphic comments, sexually degrading words, conversations regarding sexual activities, or suggestive or obscene messages or invitations; or
- vii. Physical touching or assault, as well as impeding or blocking movements, or other verbal or physical conduct of a sexual nature.

b. Abusive Conduct: CalOptima Health prohibits conduct of an employer or Employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Engaging in a pattern of one or more of the following behaviors meets the definition of abusive conduct under California law. The use of inappropriate language, put-downs, insults and name-calling, taunting, teasing, or making jokes about a co-worker when the intent is to embarrass and humiliate. Sabotaging another Employee's work or copying, plagiarizing, or stealing work from a co-worker and passing it off as one's own.

3. Retaliation: CalOptima ~~Health~~ prohibits ~~retaliation~~Retaliation against an Employee because the Employee has engaged in protected activity. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy or other applicable laws and/or cooperating in investigations or proceedings arising out of an alleged violation of this policy or other applicable laws. CalOptima ~~Health~~ shall not take any adverse employment action, based on the Employee's protected activity, that materially affects the terms and conditions of the Employee's employment status or is reasonably likely to deter the Employee from engaging in protected activity. Examples of Retaliation under this policy include, but are not limited to: demotion; suspension; reduction in pay; termination; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; ~~harassing~~Harassing another Employee for filing a complaint; denying employment opportunities for making a complaint or cooperating in an investigation; changing someone's work assignments; treating people differently such as denying an accommodation; not talking to an Employee when otherwise required by job duties; or otherwise excluding the Employee from job-related activities because of engagement in activities protected under this policy. Actual or threatened ~~retaliation~~Retaliation for rejecting sexual advances or complaining about ~~sexual harassment~~Sexual Harassment is also unlawful and a violation of this policy.

- I. CalOptima ~~Health~~ shall disseminate the Harassment, Discrimination, and Retaliation Prevention Anti Harassment Policy to all Employees and require them to acknowledge electronically that each individual has received and understood the Policy. All legally required posters shall be posted in a prominent and accessible location in the workplace.

#### J. Training Requirements

1. All non-management/non-supervisory Employees are required to attend Harassment prevention training for Employees (1 hour) within the first six (6) months of hire and at least every two (2) years thereafter.
2. All management/supervisory Employees must complete the Harassment prevention training

for leaders (2 hours) within the first six (6) months of hire and at least every two (2) years thereafter. These trainings shall include prevention of abusive conduct in the workplace.

#### K. Addressing and Reporting Violations

1. Any Employee or applicant who experiences ~~or witnesses~~ behavior that they believe violates this policy is encouraged to immediately tell the offending individual that the behavior is inappropriate and, if they feel comfortable doing so, to tell the offending individual to stop the behavior.
2. Any Employee witnessing Harassment is encouraged to report it. There are five (5) standard methods of intervention that can be used when anyone witnesses Harassment or Discrimination and wants to help. A witness:
  - a. Can interrupt the Harassment by engaging with the individual being Harassed and distracting them from the Harassing behavior;
  - a. Who feels unsafe interrupting on their own can ask a third party to help intervene in the Harassment;
  - b. Can document the Harassment incident to benefit a future investigation;
  - c. Might check in with the person who has been Harassed after the incident, let them know the behavior was not appropriate, and encourage the person to report it; and/or
  - d. If feeling safe, can advise the harasser that the behavior was inappropriate. Effective intervention focuses on de-escalation through words and non-physical actions.
3. The applicant, witness, or Employee should also immediately report the alleged violation to his/her supervisor, manager, or the Human Resources Department. ~~Employees~~They are free to contact the Human Resources Department and are not required to request supervisor or manager approval to do this. If the alleged offender is the Employee's supervisor or manager, the Employee should report the conduct to any other supervisor or manager or the Human Resources Department. A complaint may be brought forward verbally or in writing. Written complaints can be made using, but not limited to, the Employee Complaint Intake Form.
4. Supervisors or managers who learn of any potential violation of this policy are required to immediately report the matter to Human Resources and must follow instructions provided by Human Resources as to how best to proceed.
5. CalOptima Health shall promptly look into the facts and circumstances of any alleged violation, as appropriate. Even in the absence of a formal complaint, CalOptima Health may initiate an investigation where it has reason to believe that conduct that violates this policy has occurred. Moreover, even where a complainant conveys a request to withdraw their initial formal complaint, CalOptima Health may continue the investigation to ensure that the workplace is free from Harassment. Anonymous complaints shall also be investigated. The method will depend on the details provided in the anonymous complaint. If the complaint is sufficiently detailed, the investigation may be able to proceed in the same manner as any other complaint. If the information is more general, CalOptima Health may need to do an environmental assessment or survey to try to determine if misconduct has occurred. All investigations will be fair, impartial, timely, and completed by qualified personnel.
6. To the extent possible, CalOptima Health shall endeavor to keep the reporting of the applicant or Employee's concerns confidential; however, complete confidentiality cannot be guaranteed

when it interferes with ~~CalOptima's~~ CalOptima Health's ability to fulfill its obligations under this policy. All Employees are required to cooperate fully with any investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation, and disclosing any and all information that may be pertinent to the investigation. Upon completion of the investigation, if misconduct is substantiated, CalOptima Health shall take appropriate corrective and preventive action calculated to end the conduct up to and including formal corrective action where warranted.

L. Filing of Complaints Outside of CalOptima Health

1. Employees and applicants may file formal complaints of Discrimination, Harassment, or Retaliation with the agencies listed below. Individuals who wish to pursue filing with these agencies should contact them directly to obtain further information about their processes and time limits.
  - a. **California Civil Rights Department of Fair Employment and Housing (DFEH)**  
2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758  
800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711  
[contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)  
<https://www.dfeh.ca.gov>  
[contact.center@calcivilrights.ca.gov](mailto:contact.center@calcivilrights.ca.gov) <https://calcivilrights.ca.gov/>
  - b. **U.S. Equal Employment Opportunity Commission**  
450 Golden Gate Avenue 5 West,  
P.O Box 36025  
San Francisco, CA 94102-3661  
1-800-669-4000 or 510-735-8909 (Deaf/hard-of-hearing callers only)  
<http://www.eeoc.gov/employees><https://www.eeoc.gov/employees>
2. Employees or applicants who believe they have been the subject of ~~discrimination,~~ Discrimination, ~~harassment~~ Harassment or ~~retaliation~~ Retaliation for making a complaint or participating in an investigation of ~~discrimination~~ Discrimination or ~~harassment~~ Harassment may file a complaint with the ~~DFEH~~ CRD within three (3) years of the last act of ~~discrimination,~~ Discrimination, ~~harassment~~ Harassment or ~~retaliation.~~ Retaliation. ~~DFEH~~ CRD serves as a neutral factfinder and attempts to help the parties voluntarily resolve disputes. ~~DFEH~~ CRD may also file a civil complaint and seek court orders changing the employer's policies and practices, punitive damages, and attorney's fees and costs. Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed and a Right-to-Sue Notice has been issued. Training developed by ~~DFEH~~ CRD can be accessed at the following link:  
<https://www.dfeh.ca.gov/shpt/> <https://calcivilrights.ca.gov/>.

### III. PROCEDURE

| Responsible Party | Action  |
|-------------------|---|
| Employee          | <ul style="list-style-type: none"> <li>Assume responsibility for a work environment free from Discrimination, Harassment and Retaliation.</li> <li>Report the facts of any incident(s) of Discrimination or Harassment based on a protected characteristic or Retaliation based on a protected activity immediately to your supervisor, manager, or the Human Resources (HR) Department.</li> <li>Cooperate in a reasonable inquiry or investigation into allegation(s) of Discrimination, Harassment or Retaliation.</li> </ul>  |
| Supervisor        | <ul style="list-style-type: none"> <li>Gather all relevant facts from reporting Employee and report it immediately to the HR Department.</li> <li>Cooperate in a reasonable inquiry or investigation into allegation(s) of Discrimination, Harassment or Retaliation.</li> <li>Keep reports or complaints of Discrimination, Harassment, or Retaliation confidential, to the extent possible, and follow HR's direction and guidance.</li> </ul>  |
| Human Resources   | <ul style="list-style-type: none"> <li>Upon receipt of a complaint, evaluate the reported misconduct and determine what level of review or investigation is needed and appropriate for the circumstances.</li> <li>Request supporting documentation and/or additional statements from <del>employees</del> Employees and potential witnesses, where applicable.</li> <li>If a determination is made that no further investigation is required, a closure notice shall be issued to the complainant documenting the decision.</li> <li>If a determination is made that an investigation is required, complete an impartial, timely, and thorough investigation of the complaint, which may include interviewing the complaining party, responding party, and relevant witnesses. Review collected documents, exhibits or other evidence. Analyze the information, make credibility determinations when needed, reach reasonable conclusions based on the evidence collected, and make findings based on a preponderance of the evidence standard.</li> <li>If misconduct is found, recommend appropriate remedial measures, along with preventive and/or corrective action, when it is warranted, to department leadership.</li> <li>Timely inform the complainant of the conclusion of the investigation and any findings.</li> <li>Timely inform the responding party of the conclusion of the investigation, any findings, and the final decision, if applicable, of remedial measures or preventive and/or corrective action.</li> <li>HR will strive to maintain confidentiality during the investigation, but there is no guarantee of complete confidentiality. Only the parties who need to know shall be involved.</li> </ul> |

#### IV. ATTACHMENT(S)

A. Employee Complaint Intake Form

#### V. REFERENCE(S)

A. CalOptima Health Policy GA.8044: Telework Program

B. CalOptima Health Policy GA.8062: Social Media Conduct

A-C. CalOptima Health Policy HH.1104: Complaints of Discrimination

~~B.D.~~ California Government Code, §§12926, 12935, 12940 *et seq.*, 12950, and 12950.1.  
~~C.E.~~ Title 2, California Code of Regulations (C.C.R.), §§11008 *et seq.*, 11023, 11027.1(a) and (b),  
and  
1030(a)-(f)  
~~D.F.~~ Title VII of the Civil Rights Act of 1964 (42, U.S.C., 2000e *et seq.*)  
~~E.G.~~ CA Labor Code §§230 and 230.1 Rights of Victims of Domestic Violence, Sexual Assault, and  
Stalking

#### VI. REGULATORY AGENCY APPROVAL(S)

None to Date

#### VII. BOARD ACTION(S)

| Date       | Meeting   |
|------------|---|
| 01/05/2012 | Regular Meeting of the CalOptima Board of Directors                   |
| 05/01/2014 | Regular Meeting of the CalOptima Board of Directors                   |
| 11/03/2016 | Regular Meeting of the CalOptima Board of Directors                   |
| 09/06/2018 | Regular Meeting of the CalOptima Board of Directors                   |
| 06/02/2022 | Regular Meeting of the CalOptima <del>Health</del> Board of Directors |
| <u>TBD</u> | <u>Regular Meeting of the CalOptima Health Board of Directors</u>     |

#### VIII. REVISION HISTORY

| Action         | Date       | Policy         | Policy Title   | Program(s)            |
|----------------|------------|----------------|--|-----------------------|
| Effective      | 01/05/2012 | GA.8027        | Unlawful Harassment  | Administrative        |
| Revised        | 04/01/2014 | GA.8027        | Unlawful Harassment  | Administrative        |
| Revised        | 11/03/2016 | GA.8027        | Unlawful Harassment  | Administrative        |
| Revised        | 09/06/2018 | GA.8027        | Unlawful Harassment  | Administrative        |
| Revised        | 06/02/2022 | GA.8027        | Anti-Harassment  | Administrative        |
| <u>Revised</u> | <u>TBD</u> | <u>GA.8027</u> | <u>Harassment, Discrimination and Retaliation Prevention</u> | <u>Administrative</u> |

## IX. GLOSSARY

| Term                  | Definition  |
|-----------------------|---|
| Discrimination        | Unequal treatment of a person or group on the basis of a protected category.  |
| Employee              | Any and all <del>employees</del> <u>Employees</u> of CalOptima <u>Health</u> , including all permanent and temporary <del>employees</del> <u>Employees</u> , volunteers, and other employed personnel.  |
| Gender Expression     | A person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex assigned at birth.  |
| Gender Identity       | Each person's internal understanding of their gender, or the perceptions of a person's gender identity, which may include male, female, a combination of male and female, neither male nor female, a gender different from the person's sex assigned at birth, or transgender.  |
| Harassment            | Unwelcome verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual, based on a protected characteristic, that is so severe or pervasive as to create an intimidating, hostile, or offensive working environment.   |
| <u>Member</u>         | <u>A beneficiary enrolled in a CalOptima Health Program.</u>  |
| National Origin       | Includes, but is not limited to, the individual's or ancestors' actual or perceived: (1) physical, cultural, or linguistic characteristics associated with a national origin group; (2) marriage to or association with persons of a national origin group; (3) tribal affiliation; (4) membership in or association with an organization identified with or seeking to promote the interests of a national origin group; (5) attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group; (6) name that is associated with a national origin group; and (7) the basis of possessing a driver's license granted under Section 12801.9 of the Vehicle Code. |
| National Origin Group | Includes, but is not limited to, ethnic groups, geographic places of origin, and countries that are not presently in existence.   |
| Retaliation           | Adverse employment action against an Employee because the Employee filed a complaint or engaged in a protected activity.  |
| Sex                   | Includes the same definition as provided in Government Code section 12926 and Title 42 of the United States Code section 2000 e(k), which includes, but is not limited to, pregnancy, childbirth, breastfeeding, medical conditions related to pregnancy, childbirth, or breastfeeding, gender, gender identity, and gender expression.   |
| Sex Stereotype        | Includes, but is not limited to, an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex.  |
| Sexual Harassment     | Harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions, sex stereotype, gender, gender identity or gender expression) or conduct of a sexual nature.  |
| Transgender           | A general term that refers to a person whose gender identity differs from the person's sex assigned at birth. A transgender person may or may not have a gender expression that is different from the social expectations of the sex assigned at birth. A transgender person may or may not identify as "transsexual."  |

| Term          | Definition  |
|---------------|---|
| Transitioning | A process some transgender people go through to begin living as the gender with which they identify, rather than the sex assigned to them at birth. This process may include, but is not limited to, changes in name and pronoun usage, facility usage, participation in employer-sponsored activities ( <i>e.g.</i> , sports teams, team-building projects, or volunteering), or undergoing hormone therapy, surgeries, or other medical procedures. |

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For 20231102 BOD Review Only



Policy: GA.8027  
Title: **Harassment, Discrimination, and Retaliation Prevention**  
Department: Human Resources  
Section: Not Applicable

CEO Approval: /s/

Effective Date: 01/05/2012

Revised Date: TBD

Applicable to: ☐ Medi-Cal  
☐ OneCare  
☐ PACE  
☒ Administrative

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- A. CalOptima Health is committed to providing a professional work environment that is free of Discrimination and Harassment based on one or more protected category(ies), and an environment free from Retaliation for participating in any protected activity(ies) covered by this policy. CalOptima Health is committed to providing equal employment opportunities to all Employees and applicants for employment. Accordingly, CalOptima Health has adopted and shall maintain this Harassment, Discrimination, and Retaliation Prevention Policy designed to encourage professional and respectful behavior and prevent discriminating, Harassing, or retaliatory conduct in our workplace. CalOptima Health shall implement appropriate corrective action(s), up to and including termination, in response to any violation of CalOptima Health's Harassment, Discrimination, and Retaliation Prevention Policy, even if the violation does not rise to the level of unlawful conduct.
- B. CalOptima Health prohibits Discrimination and Harassment based on the following categories: race, color, hairstyle, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, registered domestic partner status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), sex stereotype, gender, transitioning status, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. In addition, CalOptima Health prohibits Retaliation against a person who engages reasonably and in good faith in activities protected under this policy. Reporting or assisting in reporting suspected violations of this policy and cooperating in investigations or proceedings arising out of an alleged violation of this policy are protected activities.
- C. All Employees are expected to assume responsibility for maintaining a work environment that is free from Discrimination, Harassment and Retaliation. The law prohibits supervisors, managers, and

co-workers, as well as third parties with whom CalOptima Health Employees come into contact in the workplace, from engaging in unlawful Discrimination, Harassment and Retaliation. Employees are encouraged to promptly report conduct that they reasonably believe violates this policy so that CalOptima Health shall have an opportunity to address and resolve any concerns. Managers and supervisors are required to promptly report conduct that they believe violates this policy. CalOptima Health is committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

- D. Complaints/reports under this policy must be based on a reasonable belief of misconduct and made in good faith. CalOptima Health will not tolerate intentional false accusations of Discrimination, Harassment, or Retaliation. A finding of any intentional false accusations is considered a violation of this policy and may result in corrective action up to and including termination.
- E. This policy applies to agents, contractors, volunteers, job applicants, and Employees. In addition, this policy extends to conduct with a connection to an Employee's work, even when the conduct takes place away from CalOptima Health's premises, such as a business trip or business-related social function. Harassment, Discrimination, and/or Retaliation can occur between individuals in different work locations including but not limited to in person, working remotely, on virtual platforms, in messaging apps, and after working hours between personal cell phones. Remote work locations, virtual platforms, social media, and text/email communications are considered part of the workplace for purposes of this policy. CalOptima Health's policy prohibiting Discrimination against CalOptima Health Members is addressed in CalOptima Health Policy HH.1104: Complaints of Discrimination.
- F. CalOptima Health shall take appropriate steps and implement processes to protect Employees from unlawful Discrimination, Harassment and Retaliation in the workplace, including:
1. Employees are encouraged to timely report and file a complaint regarding suspected or actual inappropriate conduct in violation of this policy and/or applicable laws, and, whenever possible, to put the complaint or concern in writing. Employees may designate the report or complaint as confidential, which may remain confidential to the extent possible based on the circumstances and applicable laws, except with respect to the investigation, which may not be completely confidential. Employees can file complaints directly with their immediate supervisor, manager, or the Human Resources Department.
  2. Supervisors and managers are required to forward all complaints, oral and/or written, alleging violation(s) of this policy to the Human Resources Department.
  3. The Human Resources Department or designee will review any report or complaint of inappropriate conduct in violation of this policy and will complete a timely, thorough, and impartial review and/or investigation, when appropriate, that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected.
  4. Impacted parties are required to reasonably participate in the review and/or investigation of complaints alleging inappropriate conduct in violation of this policy.
  5. The complainant and respondent will be timely informed of appropriate information related to the progress of the review or investigation, including the findings and closure of an investigation.
  6. If, at the end of the investigation, inappropriate conduct or violation(s) of this policy or applicable law are found, CalOptima Health shall take appropriate remedial measures.

- 1  
2 7. Employees reporting inappropriate conduct, along with Employees participating in the  
3 investigation as witnesses, shall not be retaliated against for filing a complaint or  
4 participating in the investigation process.  
5

6 G. Employees may also file a complaint directly with the United States Equal Employment  
7 Opportunity Commission (EEOC) or California Civil Rights Department (CRD) or other  
8 appropriate state or federal agency(ies). They may also file a civil action in the appropriate court,  
9 subject to applicable laws.  
10

11 H. Prohibited Conduct  
12

- 13 1. Discrimination: CalOptima Health prohibits Discrimination based on any one or more  
14 protected characteristics as described in Section II.B. of this policy. Prohibited  
15 Discrimination includes unequal treatment based upon the Employee or applicant's  
16 association with a member of these protected classes. Discrimination may include but is not  
17 necessarily limited to allowing the applicant's or Employee's protected category to be a  
18 factor in hiring, promotion, compensation, or other employment related decision, unless  
19 otherwise permitted by applicable law; and providing unwarranted assistance or withholding  
20 work-related assistance, cooperation, and/or information to applicants or Employees because  
21 of their protected category.  
22
- 23 2. Harassment: CalOptima Health prohibits Harassing, disrespectful or unprofessional conduct,  
24 including Harassing, disrespectful or unprofessional conduct based on any one or more  
25 protected characteristics as described in Section II.B. of this policy. Prohibited Harassment  
26 can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), visual (such as the  
27 posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays,  
28 or emails), or physical (such as physically threatening another person, blocking someone's  
29 way, making physical contact in an unwelcome manner, etc.).  
30
- 31 a. Sexual Harassment: CalOptima Health prohibits Discrimination and Harassment based  
32 on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), sex  
33 stereotype, sexual orientation, gender, gender identity, or gender expression. Sexually  
34 Harassing conduct need not be motivated by sexual desire and may include situations that  
35 began as reciprocal relationships, but that later cease to be reciprocal. Sexual Harassment  
36 may involve Harassment of a person of the same gender as the harasser, regardless of  
37 either person's sexual orientation or gender identity. Prohibited Sexual Harassment falls  
38 into two categories: (1) "*quid pro quo*" ("this for that") when someone conditions a job,  
39 promotion, or other work benefit based on submission to sexual advances or other  
40 conduct based on sex; or (2) "hostile work environment" when unwelcome comments or  
41 conduct based on sex unreasonably interferes with your work performance or creates an  
42 intimidating, hostile, or offensive work environment. Prohibited Sexual Harassment may  
43 include all the actions described above as Harassment, as well as other unwelcome sex-  
44 based conduct, such as, but not limited to:  
45
- 46 i. Unwelcome or unsolicited sexual advances;  
47  
48 ii. Offering employment benefits in exchange for sexual favors;  
49  
50 iii. Leering or gestures;  
51  
52 iv. Displaying sexually suggestive objects, pictures, cartoons, or posters;  
53

- v. Derogatory comments, epithets, slurs, or jokes;
- vi. Graphic comments, sexually degrading words, conversations regarding sexual activities, or suggestive or obscene messages or invitations; or
- vii. Physical touching or assault, as well as impeding or blocking movements, or other verbal or physical conduct of a sexual nature.

b. Abusive Conduct: CalOptima Health prohibits conduct of an employer or Employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Engaging in a pattern of one or more of the following behaviors meets the definition of abusive conduct under California law. The use of inappropriate language, put-downs, insults and name-calling, taunting, teasing, or making jokes about a co-worker when the intent is to embarrass and humiliate. Sabotaging another Employee's work or copying, plagiarizing, or stealing work from a co-worker and passing it off as one's own.

3. Retaliation: CalOptima Health prohibits Retaliation against an Employee because the Employee has engaged in protected activity. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy or other applicable laws and/or cooperating in investigations or proceedings arising out of an alleged violation of this policy or other applicable laws. CalOptima Health shall not take any adverse employment action, based on the Employee's protected activity, that materially affects the terms and conditions of the Employee's employment status or is reasonably likely to deter the Employee from engaging in protected activity. Examples of Retaliation under this policy include, but are not limited to: demotion; suspension; reduction in pay; termination; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; Harassing another Employee for filing a complaint; denying employment opportunities for making a complaint or cooperating in an investigation; changing someone's work assignments; treating people differently such as denying an accommodation; not talking to an Employee when otherwise required by job duties; or otherwise excluding the Employee from job-related activities because of engagement in activities protected under this policy. Actual or threatened Retaliation for rejecting sexual advances or complaining about Sexual Harassment is also unlawful and a violation of this policy.

I. CalOptima Health shall disseminate the Harassment, Discrimination, and Retaliation Prevention Policy to all Employees and require them to acknowledge electronically that each individual has received and understood the Policy. All legally required posters shall be posted in a prominent and accessible location in the workplace.

#### J. Training Requirements

1. All non-management/non-supervisory Employees are required to attend Harassment prevention training for Employees (1 hour) within the first six (6) months of hire and at least every two (2) years thereafter.
2. All management/supervisory Employees must complete the Harassment prevention training for leaders (2 hours) within the first six (6) months of hire and at least every two (2) years thereafter. These trainings shall include prevention of abusive conduct in the workplace.

#### K. Addressing and Reporting Violations

1. Any Employee or applicant who experiences behavior that they believe violates this policy is encouraged to immediately tell the offending individual that the behavior is inappropriate and, if they feel comfortable doing so, to tell the offending individual to stop the behavior.
2. Any Employee witnessing Harassment is encouraged to report it. There are five (5) standard methods of intervention that can be used when anyone witnesses Harassment or Discrimination and wants to help. A witness:
  - a. Can interrupt the Harassment by engaging with the individual being Harassed and distracting them from the Harassing behavior;
  - a. Who feels unsafe interrupting on their own can ask a third party to help intervene in the Harassment;
  - b. Can document the Harassment incident to benefit a future investigation;
  - c. Might check in with the person who has been Harassed after the incident, let them know the behavior was not appropriate, and encourage the person to report it; and/or
  - d. If feeling safe, can advise the harasser that the behavior was inappropriate. Effective intervention focuses on de-escalation through words and non-physical actions.
3. The applicant, witness, or Employee should also immediately report the alleged violation to his/her supervisor, manager, or the Human Resources Department. They are free to contact the Human Resources Department and are not required to request supervisor or manager approval to do this. If the alleged offender is the Employee's supervisor or manager, the Employee should report the conduct to any other supervisor or manager or the Human Resources Department. A complaint may be brought forward verbally or in writing. Written complaints can be made using, but not limited to, the Employee Complaint Intake Form.
4. Supervisors or managers who learn of any potential violation of this policy are required to immediately report the matter to Human Resources and must follow instructions provided by Human Resources as to how best to proceed.
5. CalOptima Health shall promptly look into the facts and circumstances of any alleged violation, as appropriate. Even in the absence of a formal complaint, CalOptima Health may initiate an investigation where it has reason to believe that conduct that violates this policy has occurred. Moreover, even where a complainant conveys a request to withdraw their initial formal complaint, CalOptima Health may continue the investigation to ensure that the workplace is free from Harassment. Anonymous complaints shall also be investigated. The method will depend on the details provided in the anonymous complaint. If the complaint is sufficiently detailed, the investigation may be able to proceed in the same manner as any other complaint. If the information is more general, CalOptima Health may need to do an environmental assessment or survey to try to determine if misconduct has occurred. All investigations will be fair, impartial, timely, and completed by qualified personnel.
6. To the extent possible, CalOptima Health shall endeavor to keep the reporting of the applicant or Employee's concerns confidential; however, complete confidentiality cannot be guaranteed when it interferes with CalOptima Health's ability to fulfill its obligations under this policy. All Employees are required to cooperate fully with any investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation, and disclosing any and all information that may be pertinent to the investigation. Upon completion of the investigation, if misconduct is substantiated, CalOptima Health shall take appropriate

corrective and preventive action calculated to end the conduct up to and including formal corrective action where warranted.

#### L. Filing of Complaints Outside of CalOptima Health

1. Employees and applicants may file formal complaints of Discrimination, Harassment, or Retaliation with the agencies listed below. Individuals who wish to pursue filing with these agencies should contact them directly to obtain further information about their processes and time limits.
  - a. **California Civil Rights Department**  
2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758  
800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711  
[contact.center@calcivilrights.ca.gov](mailto:contact.center@calcivilrights.ca.gov) <https://calcivilrights.ca.gov/>
  - b. **U.S. Equal Employment Opportunity Commission**  
450 Golden Gate Avenue 5 West,  
P.O Box 36025  
San Francisco, CA 94102-3661  
1-800-669-4000 or 510-735-8909 (Deaf/hard-of-hearing callers only)  
<https://www.eeoc.gov/employees>
2. Employees or applicants who believe they have been the subject of Discrimination, Harassment or Retaliation for making a complaint or participating in an investigation of Discrimination or Harassment may file a complaint with the CRD within three (3) years of the last act of Discrimination, Harassment or Retaliation. CRD serves as a neutral factfinder and attempts to help the parties voluntarily resolve disputes. CRD may also file a civil complaint and seek court orders changing the employer's policies and practices, punitive damages, and attorney's fees and costs. Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed and a Right-to-Sue Notice has been issued. Training developed by CRD can be accessed at the following link: <https://calcivilrights.ca.gov/>.

### III. PROCEDURE

| Responsible Party | Action   |
|-------------------|--|
| Employee          | <ul style="list-style-type: none"><li>Assume responsibility for a work environment free from Discrimination, Harassment and Retaliation.</li><li>Report the facts of any incident(s) of Discrimination or Harassment based on a protected characteristic or Retaliation based on a protected activity immediately to your supervisor, manager, or the Human Resources (HR) Department.</li><li>Cooperate in a reasonable inquiry or investigation into allegation(s) of Discrimination, Harassment or Retaliation.</li></ul> |
| Supervisor        | <ul style="list-style-type: none"><li>Gather all relevant facts from reporting Employee and report it immediately to the HR Department.</li><li>Cooperate in a reasonable inquiry or investigation into allegation(s) of Discrimination, Harassment or Retaliation.</li><li>Keep reports or complaints of Discrimination, Harassment, or Retaliation confidential, to the extent possible, and follow HR's direction and guidance.</li></ul>   |

| Responsible Party | Action   |
|-------------------|--|
| Human Resources   | <ul style="list-style-type: none"> <li>▪ Upon receipt of a complaint, evaluate the reported misconduct and determine what level of review or investigation is needed and appropriate for the circumstances.</li> <li>▪ Request supporting documentation and/or additional statements from Employees and potential witnesses, where applicable.</li> <li>▪ If a determination is made that no further investigation is required, a closure notice shall be issued to the complainant documenting the decision.</li> <li>▪ If a determination is made that an investigation is required, complete an impartial, timely, and thorough investigation of the complaint, which may include interviewing the complaining party, responding party, and relevant witnesses. Review collected documents, exhibits or other evidence. Analyze the information, make credibility determinations when needed, reach reasonable conclusions based on the evidence collected, and make findings based on a preponderance of the evidence standard.</li> <li>▪ If misconduct is found, recommend appropriate remedial measures, along with preventive and/or corrective action, when it is warranted, to department leadership.</li> <li>▪ Timely inform the complainant of the conclusion of the investigation and any findings.</li> <li>▪ Timely inform the responding party of the conclusion of the investigation, any findings, and the final decision, if applicable, of remedial measures or preventive and/or corrective action.</li> <li>▪ HR will strive to maintain confidentiality during the investigation, but there is no guarantee of complete confidentiality. Only the parties who need to know shall be involved.</li> </ul> |

#### IV. ATTACHMENT(S)

A. Employee Complaint Intake Form

#### V. REFERENCE(S)

- A. CalOptima Health Policy GA.8044: Telework Program
- B. CalOptima Health Policy GA.8062: Social Media Conduct
- C. CalOptima Health Policy HH.1104: Complaints of Discrimination
- D. California Government Code, §§12926, 12935, 12940 *et seq.*, 12950, and 12950.1.
- E. Title 2, California Code of Regulations (C.C.R.), §§11008 *et seq.*, 11023, 11027.1(a) and (b), and 1030(a)-(f)
- F. Title VII of the Civil Rights Act of 1964 (42, U.S.C., 2000e *et seq.*)
- G. CA Labor Code §§230 and 230.1 Rights of Victims of Domestic Violence, Sexual Assault, and Stalking

#### VI. REGULATORY AGENCY APPROVAL(S)

None to Date

#### VII. BOARD ACTION(S)

| Date       | Meeting   |
|------------|---|
| 01/05/2012 | Regular Meeting of the CalOptima Board of Directors |

| Date       | Meeting  |
|------------|--|
| 05/01/2014 | Regular Meeting of the CalOptima Board of Directors        |
| 11/03/2016 | Regular Meeting of the CalOptima Board of Directors        |
| 09/06/2018 | Regular Meeting of the CalOptima Board of Directors        |
| 06/02/2022 | Regular Meeting of the CalOptima Board of Directors        |
| TBD        | Regular Meeting of the CalOptima Health Board of Directors |

## VIII. REVISION HISTORY

| Action    | Date       | Policy  | Policy Title  | Program(s)     |
|-----------|------------|---------|---|----------------|
| Effective | 01/05/2012 | GA.8027 | Unlawful Harassment                                   | Administrative |
| Revised   | 04/01/2014 | GA.8027 | Unlawful Harassment                                   | Administrative |
| Revised   | 11/03/2016 | GA.8027 | Unlawful Harassment                                   | Administrative |
| Revised   | 09/06/2018 | GA.8027 | Unlawful Harassment                                   | Administrative |
| Revised   | 06/02/2022 | GA.8027 | Anti-Harassment                                       | Administrative |
| Revised   | TBD        | GA.8027 | Harassment, Discrimination and Retaliation Prevention | Administrative |

1 IX. GLOSSARY

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| Term                  | Definition  |
|-----------------------|---|
| Discrimination        | Unequal treatment of a person or group on the basis of a protected category.  |
| Employee              | Any and all Employees of CalOptima Health, including all permanent and temporary Employees, volunteers, and other employed personnel.   |
| Gender Expression     | A person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex assigned at birth.  |
| Gender Identity       | Each person's internal understanding of their gender, or the perceptions of a person's gender identity, which may include male, female, a combination of male and female, neither male nor female, a gender different from the person's sex assigned at birth, or transgender.  |
| Harassment            | Unwelcome verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual, based on a protected characteristic, that is so severe or pervasive as to create an intimidating, hostile, or offensive working environment.   |
| Member                | A beneficiary enrolled in a CalOptima Health Program.   |
| National Origin       | Includes, but is not limited to, the individual's or ancestors' actual or perceived: (1) physical, cultural, or linguistic characteristics associated with a national origin group; (2) marriage to or association with persons of a national origin group; (3) tribal affiliation; (4) membership in or association with an organization identified with or seeking to promote the interests of a national origin group; (5) attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group; (6) name that is associated with a national origin group; and (7) the basis of possessing a driver's license granted under Section 12801.9 of the Vehicle Code. |
| National Origin Group | Includes, but is not limited to, ethnic groups, geographic places of origin, and countries that are not presently in existence.   |
| Retaliation           | Adverse employment action against an Employee because the Employee filed a complaint or engaged in a protected activity.  |
| Sex                   | Includes the same definition as provided in Government Code section 12926 and Title 42 of the United States Code section 2000 e(k), which includes, but is not limited to, pregnancy, childbirth, breastfeeding, medical conditions related to pregnancy, childbirth, or breastfeeding, gender, gender identity, and gender expression.   |
| Sex Stereotype        | Includes, but is not limited to, an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex.  |
| Sexual Harassment     | Harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions, sex stereotype, gender, gender identity or gender expression) or conduct of a sexual nature.  |
| Transgender           | A general term that refers to a person whose gender identity differs from the person's sex assigned at birth. A transgender person may or may not have a gender expression that is different from the social expectations of the sex assigned at birth. A transgender person may or may not identify as "transsexual."  |

| Term          | Definition  |
|---------------|---|
| Transitioning | A process some transgender people go through to begin living as the gender with which they identify, rather than the sex assigned to them at birth. This process may include, but is not limited to, changes in name and pronoun usage, facility usage, participation in employer-sponsored activities ( <i>e.g.</i> , sports teams, team-building projects, or volunteering), or undergoing hormone therapy, surgeries, or other medical procedures. |

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For 20231102 BOD Review Only



## HUMAN RESOURCES

### EMPLOYEE ~~INCIDENT/~~ COMPLAINT ~~INTAKE~~ FORM

|   |  |                               |  |
|---|--|-------------------------------|--|
| <del>Complainant First and Last Name:</del> |  | <del>Employee ID#:</del>      |  |
| <del>Department:</del>                      |  | <del>Today's Date:</del>      |  |
| <del>Supervisor Job Title:</del>            |  | <del>Contact #:</del>         |  |
| <del>Employee ID#:</del>                    |  | <del>Today's Date:</del>      |  |
|   |  | <del>Contact Email:</del>     |  |
|   |  | <del>Supervisor's Name:</del> |  |

WHAT IS THE SPECIFIC SITUATION THAT BROUGHT YOU TO CONTACT HUMAN RESOURCES TODAY? PLEASE INCLUDE INCIDENT AND DATE:

NAME(S) AND POSITION OF EMPLOYEE(S) CONTRIBUTING OR INVOLVED IN THE REPORTED INCIDENT:

GIVE SPECIFIC EXAMPLES OF THEIR BEHAVIOR/ACTIONS? PLEASE INCLUDE DATES, TIMES, AND LOCATION:

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**WHO ARE THE POTENTIAL WITNESSES TO THESE EVENTS? IDENTIFY WHO MAY HAVE WITNESSED OR HAVE KNOWLEDGE OF THE INCIDENTS. PLEASE PROVIDE NAME(S) AND POSITIONS. FOR NON-EMPLOYEES INDICATE RELATIONSHIP AND CONTACT INFORMATION IF AVAILABLE.:**

**DO YOU HAVE ANY RELEVANT DOCUMENTS OR OTHER EVIDENCE TO SUPPORT YOUR CLAIM(S)? IF YES, PLEASE LIST THEM HERE AND ATTACH COPIES WITH THIS FORM.**

**WHO IN YOUR LEADERSHIP TEAM HAVE YOU DISCUSSED THIS WITH? HAVE YOU REPORTED THIS COMPLAINT TO YOUR DEPARTMENT LEADERSHIP? IF SO, WHAT WAS THE OUTCOME?**



For 20231102 BOD Review Only

ADDITIONAL INFORMATION YOU WOULD LIKE TO SHARE? WHAT OUTCOME DO YOU EXPECT FROM FILING YOUR COMPLAINT?

For 20231102 BOD Review Only

**EMPLOYEE SIGNATURE**

TYPE-WRITTEN "SIGNATURE" ACCEPTED WHEN SUBMITTING FROM YOUR CALOPTIMA HEALTH EMAIL:

**DATE:**

Please submit this form for review: [employeerelations@caloptima.org](mailto:employeerelations@caloptima.org)

**HUMAN RESOURCES****EMPLOYEE INCIDENT/ COMPLAINT INTAKE FORM**

|                             |  |                           |  |
|-----------------------------|--|---------------------------|--|
| <b>First and Last Name:</b> |  | <b>Today's Date:</b>      |  |
| <b>Department:</b>          |  | <b>Contact #:</b>         |  |
| <b>Job Title:</b>           |  | <b>Contact Email:</b>     |  |
| <b>Employee ID#:</b>        |  | <b>Supervisor's Name:</b> |  |

**WHAT IS THE SPECIFIC SITUATION THAT BROUGHT YOU TO CONTACT HUMAN RESOURCES TODAY? PLEASE INCLUDE INCIDENT AND DATE:**

**NAME(S) AND POSITION OF EMPLOYEE(S) CONTRIBUTING OR INVOLVED IN THE REPORTED INCIDENT:**

**GIVE SPECIFIC EXAMPLES OF THEIR BEHAVIOR/ACTIONS? PLEASE INCLUDE DATES, TIMES, AND LOCATION:**

**IDENTIFY WHO MAY HAVE WITNESSED OR HAVE KNOWLEDGE OF THE INCIDENTS. PLEASE PROVIDE NAME(S) AND POSITIONS. FOR NON-EMPLOYEES INDICATE RELATIONSHIP AND CONTACT INFORMATION IF AVAILABLE:**

**DO YOU HAVE ANY RELEVANT DOCUMENTS OR OTHER EVIDENCE TO SUPPORT YOUR CLAIM(S)? IF YES, PLEASE LIST THEM HERE AND ATTACH COPIES WITH THIS FORM.**

**HAVE YOU REPORTED THIS COMPLAINT TO YOUR DEPARTMENT LEADERSHIP? IF SO, WHAT WAS THE OUTCOME?**



**ADDITIONAL INFORMATION YOU WOULD LIKE TO SHARE? WHAT OUTCOME DO YOU EXPECT FROM FILING YOUR COMPLAINT?**

For 20231102 BOD Review Only

**EMPLOYEE SIGNATURE**

TYPE-WRITTEN "SIGNATURE" ACCEPTED WHEN SUBMITTING FROM YOUR CALOPTIMA HEALTH EMAIL:

**DATE:**

Please submit this form for review: [employeerelations@caloptima.org](mailto:employeerelations@caloptima.org)



Policy: GA.8038  
Title: **Personal Leave of Absence**  
Department: ~~CalOptima Health~~  
~~Administrative~~ Human Resources  
Section: ~~Human Resources~~ Not Applicable  
  
CEO Approval: /s/  
  
Effective Date: 01/05/2012  
Revised Date: TBD  
  
Applicable to: ☐ Medi-Cal  
☐ OneCare  
☐ PACE  
☒ Administrative

## I. PURPOSE

~~To This policy~~ outlines CalOptima's ~~Health's~~ Leave of Absence (LOA) ~~guidelines policy~~ for Personal Leave.

## II. POLICY

- A. Eligibility: -All full-time and part-time employees are eligible to request a Personal Leave of Absence (LOA).
- B. General Provisions: CalOptima ~~Health~~ may grant a Personal LOA for reasons other than leaves described in CalOptima ~~Health~~ Policy GA.8037: Leave of Absence, for a reasonable period of time of up to a total of ninety (90) days per twelve (12) month period. Personal LOAs are entirely dependent on CalOptima's ~~Health's~~ discretion and are only approved when it is determined by the employee's management, in coordination with Human Resources, that granting the leave will not unduly interfere with CalOptima's ~~Health's~~ operations. -Requests for Personal LOAs are considered on the basis of responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact or potential hardship of the leave on the employer.
- C. Expired Leave of Absence: If an employee exhausts all permitted LOAs pursuant to CalOptima ~~Health~~ Policy GA.8037: Leave of Absence, but is not ready to return to work, the employee may request a Personal LOA to extend ~~his or her~~ their time away from work. It is the employee's responsibility to request a Personal LOA and provide sufficient documentation in a timely manner prior to the date the employee is scheduled to return to work. CalOptima ~~Health~~ will consider the request in accordance with this Policy. Once an employee exhausts all permitted LOAs pursuant to CalOptima ~~Health~~ Policy GA.8037: Leave of Absence, ~~his or her~~ their position is no longer considered protected unless otherwise required by applicable laws. Failure to request a Personal LOA to extend an employee's time away from work and failure to report to work following a permitted LOA shall be considered as the employee's voluntary resignation of ~~his or her~~ their position. Reinstatement may be considered in special circumstances where a timely request or return to work may not be feasible.
- D. Other Provisions:

1. Personal LOA requests related to an employee's qualifying disability under the Americans with Disabilities Act (ADA) will be handled pursuant to the requirements of ADA, where applicable. Human Resources will require timely submission of adequate medical documentation and engage in the ~~I~~nteractive ~~P~~rocess to work with the employee and the employee's management to determine whether a Personal LOA is a reasonable accommodation based on individual circumstances, whether there are alternative reasonable accommodations that might be effective and enable the employee to perform the essential functions of ~~his or her~~their job, and/or whether the Personal LOA will create undue hardship.
2. Employees are required to maintain regular contact with Human Resources and provide timely updates regarding the employee's expected return to work date or anticipated extension of a Personal LOA. Employees who fail to timely request an extended leave of absence or submit adequate medical documentation in support of an extended Personal LOA may be separated from CalOptima Health as provided in Section II.D.7. of this Policy.
3. An employee must use Paid Time Off (PTO) during the Personal LOA unless the employee is receiving disability payments or CalOptima Health grants special approval. PTO only accrues during the period an employee is on active duty or utilizing PTO for an approved Personal LOA. Once the employee's PTO has been exhausted, all remaining time off during the approved Personal LOA ~~will be unpaid shall not be considered time worked for purposes of accruing PTO hours.~~ The use of -PTO will not adjust the start date of the Personal LOA, so time covered by PTO will still count as part of the Personal LOA.
4. An employee must request the Personal LOA at least thirty (30) calendar days in advance, except in cases of emergency, wherein, the employee has five (5) calendar days, commencing from the start of the Personal LOA, to submit the request, along with any supporting documentation to HR. Limited exceptions to this requirement will be evaluated and considered on a case-by-case basis, with consideration based on the nature of the request and the circumstances surrounding any delay.
5. Except where required by law, CalOptima Health does not guarantee that an employee's position will remain vacant while the employee is on an approved Personal LOA. CalOptima Health may fill the employee's position for business reasons or where undue hardship results from the employee's Personal LOA in accordance with the ADA, if applicable.
6. If an employee's position is filled while ~~he or she is~~they are on an approved Personal LOA for reasons other than disability, the employee may be terminated, and at the conclusion of ~~his or her~~their scheduled leave, the employee may apply for any open position for which ~~he or she is~~they are qualified at CalOptima Health. However, there is no such guarantee that a position for which the employee is qualified will be available or that the employee will be placed in that open position. If the employee was on Personal LOA due to a qualifying disability, and ~~his or her~~their position was filled while on leave as a result of undue hardship, CalOptima Health may reassign the employee to the next suitable position for which the employee is qualified, if such a position is available pursuant to the ADA.
7. If an employee's position is not filled during ~~his or her~~their Personal LOA, the employee is expected to return to work at the scheduled conclusion of ~~his or her~~their Personal LOA. If an employee fails to do so, CalOptima Health will treat the employee as having voluntarily resigned from ~~his or her~~their employment with CalOptima Health.
8. Status of Employee Benefits during Personal Leave: After an employee exhausts all PTO accruals, CalOptima Health will not pay for group health insurance premiums during any remaining portion of a Personal LOA. The employee is fully responsible for the employer ~~share~~ and employee share of health insurance premiums through a timely election of benefits under

the Consolidated Omnibus Budget Reconciliation Act (COBRA) during the remaining portion of the Personal LOA. In order to ensure continuation of coverage, an employee must timely pay premiums for the period of the Personal LOA and coordinate the payments through ~~the Human Resources (HR) Department~~ CalOptima Health's third-party third-party COBRA administrator. Failure to pay premiums in a timely manner will result in immediate termination of coverage through the remainder of the Personal LOA. ~~Employees may be eligible for benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA), if the employee timely elects such coverage.~~ However, reinstatement of coverage will occur on the first (1<sup>st</sup>) day of the month following the date the employee returns to work. All other benefits not specified herein provided by CalOptima Health shall be administered according to HR procedures.

9. Holidays: If a paid holiday occurs during the period an employee is on a Personal LOA, the employee may be eligible for the holiday pay if PTO is being used for the LOA the day before and the day after the holiday. The holiday pay will be prorated based on the employee's full-time or part-time status as it was in effect prior to the LOA.
10. Supplemental Compensation: An employee on a Personal LOA is not eligible to receive certain supplemental compensation, such as Bilingual Pay, Night Shift Premium, Call Back or On Call Pay, Active Certified Case Manager (CCM) Pay, Internet Stipend, Commuter Allowance, or Automobile Allowance during their LOA. An employee on a Continuous LOA may be eligible for Employer-Paid Member Contribution or Supplemental Retirement Benefit during any portion of a paid LOA but shall not be eligible if the LOA is unpaid. Executive incentives will be prorated to account for an executive's Personal LOA time period. Executives must be current employees during the pay period the executive incentive is paid for eligibility. Supplemental compensation will resume when the employee returns to an active status, and may be prorated, where applicable.
11. Outside employment: Employees may not engage in outside work for other employers, including self-employment, while on an approved Personal LOA from CalOptima Health, unless specifically authorized under CalOptima Health Policy GA.8037: Leave of Absence.
12. Misrepresentations: Misrepresenting reasons or information submitted when applying for a Personal LOA may result in corrective action, up to and including termination.
- 9.13. To the extent that this policy conflicts with CalOptima Health Policies, GA.8037: Leave of Absence, GA.8039: Pregnancy Disability Leave of Absence or GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence, those specific policies shall supersede.

### III. PROCEDURE

| Responsible Party | Action   |
|-------------------|--|
| Employee          | <ol style="list-style-type: none"> <li>1. Request a Personal LOA at least thirty (30) calendar days in advance, except in emergencies, wherein, the employee has five (5) calendar days, commencing from the start of the Personal LOA, by completing the Leave of Absence Request Form and submitting it, along with all supporting documentation, to HR.</li> <li>2. <u>If applicable, submit timely health insurance premium payments to CalOptima Health's third-party administrator for continuation of health coverage (COBRA) upon exhaustion of PTO. <del>Coordinate health insurance premium payments with HR, if applicable.</del></u></li> <li>3. <u>Maintain regular communication with HR regarding the status of the LOA or return to work, as applicable, and if an extension is needed, provide</u></li> </ol> |

| Responsible Party | Action   |
|-------------------|--|
|                   | adequate medical documentation in support of an extended Personal LOA prior to the scheduled end date of an approved Personal LOA.<br><del>3.4. Engage in an Interactive Process with Human Resources staff and department management, where applicable.</del><br><del>4.5. Return to work on the agreed upon <u>return-to-work</u> date if <u>employee's the</u> position is still available.</del>   |
| Human Resources   | <ol style="list-style-type: none"> <li>1. Process appropriate forms with <u>the</u> employee.</li> <li>2. <del>Discuss the requests for Personal LOAs with the employee's management to evaluate and determine if a request for Personal LOA can be granted, if what the there is an impact will be to the department, and/or including if there is/are undue hardship(s) that will arise in the absence of the employee.</del></li> <li>3. <del>Work closely with the employee's management to determine if there is/are an alternative reasonable accommodation(s) that might be effective in allowing an employee to return to work, rather than take to prevent the need to take a Personal LOA, if applicable.</del></li> <li>4. <del>4. Upon employee's management approval, designate as the employee's Personal LOA and provide information regarding the status of employee benefits during Personal LOA.</del></li> <li>2. <del>Maintain regular contact with the employee and the employee's management while the employee is on his or her their Personal LOA.</del></li> <li>3. <del>Discuss requests for Personal LOAs with the employee's management to evaluate and determine if a request for Personal LOA can be granted, if there is an impact to the department, and/or if there is/are undue hardship(s) that will arise.</del></li> <li>4. <del>5. Work closely with the employee's management to determine if there is/are alternative reasonable accommodation(s) that might be effective in allowing an employee to return to work, rather than take a Personal LOA, if applicable.</del></li> <li>6. Help the employee with a plan to transition back to work, when applicable.</li> <li>5. <del>7. Engage in an Interactive Process with the employee, where applicable.</del></li> </ol> |

#### IV. ATTACHMENT(S)

Not Applicable

~~A. Leave of Absence Request Form~~

#### V. REFERENCE(S)

~~A. CalOptima Employee Handbook~~

~~B.A. CalOptima Health Policy GA.8037: Leave of Absence~~

~~C.B. CalOptima Health Policy GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation~~

~~D.C. CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence~~

D. Leave of Absence Request Form

E. Title 29, Code of Federal Regulations (C.F.R.), §1630.9

#### VI. REGULATORY AGENCY APPROVAL(S)

None to Date

VII. BOARD ACTION(S)

| Date       | Meeting   |
|------------|---|
| 01/05/2012 | 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               |
| <u>TBD</u> | <u>Regular Meeting of the CalOptima Health Board of Directors</u> |

VIII. REVISION HISTORY

| Action         | Date       | Policy         | Policy Title                     | Program(s)            |
|----------------|------------|----------------|----------------------------------|-----------------------|
| Effective      | 01/05/2012 | GA.8038        | Discretionary Leave of Absence   | Administrative        |
| Revised        | 02/01/2014 | GA.8038        | Personal Leave of Absence        | Administrative        |
| Revised        | 06/07/2018 | GA.8038        | Personal Leave of Absence        | Administrative        |
| Revised        | 12/20/2021 | GA.8038        | Personal Leave of Absence        | Administrative        |
| <u>Revised</u> | <u>TBD</u> | <u>GA.8038</u> | <u>Personal Leave of Absence</u> | <u>Administrative</u> |

## IX. GLOSSARY

| Term                       | Definition   |
|----------------------------|--|
| <u>Interactive Process</u> | <u>A term used to describe the ongoing, good faith meeting with an employee to determine whether 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> |
| Leave of Absence (LOA)     | A term used to describe an authorized period of time off longer than five (5) days that an employee is to be away from <del>his or her</del> <u>their</u> primary job, while maintaining the status of employee.   |



Policy: GA.8038  
Title: **Personal Leave of Absence**  
Department: Human Resources  
Section: Not Applicable

CEO Approval: /s/

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

Applicable to: ☐ Medi-Cal  
☐ OneCare  
☐ PACE  
☒ Administrative

## I. PURPOSE

This policy outlines CalOptima Health's Leave of Absence (LOA) guidelines for Personal Leave.

## II. POLICY

- A. Eligibility: All full-time and part-time employees are eligible to request a Personal Leave of Absence (LOA).
- B. General Provisions: CalOptima Health may grant a Personal LOA for reasons other than leaves described in CalOptima Health Policy GA.8037: Leave of Absence, for a reasonable period of time of up to a total of ninety (90) days per twelve (12) month period. Personal LOAs are entirely dependent on CalOptima Health's discretion and are only approved when it is determined by the employee's management, in coordination with Human Resources, that granting the leave will not unduly interfere with CalOptima Health's operations. Requests for Personal LOAs are considered on the basis of responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact or potential hardship of the leave on the employer.
- C. Expired Leave of Absence: If an employee exhausts all permitted LOAs pursuant to CalOptima Health Policy GA.8037: Leave of Absence, but is not ready to return to work, the employee may request a Personal LOA to extend their time away from work. It is the employee's responsibility to request a Personal LOA and provide sufficient documentation in a timely manner prior to the date the employee is scheduled to return to work. CalOptima Health will consider the request in accordance with this Policy. Once an employee exhaust all permitted LOAs pursuant to CalOptima Health Policy GA.8037: Leave of Absence, their position is no longer considered protected unless otherwise required by applicable laws. Failure to request a Personal LOA to extend an employee's time away from work and failure to report to work following a permitted LOA shall be considered as the employee's voluntary resignation of their position. Reinstatement may be considered in special circumstances where a timely request or return to work may not be feasible.
- D. Other Provisions:
1. Personal LOA requests related to an employee's qualifying disability under the Americans with Disabilities Act (ADA) will be handled pursuant to the requirements of ADA, where applicable. Human Resources will require timely submission of adequate medical documentation and engage in the Interactive Process to work with the employee and the employee's management to determine whether a Personal LOA is a reasonable accommodation based on individual

circumstances, whether there are alternative reasonable accommodations that might be effective and enable the employee to perform the essential functions of their job, and/or whether the Personal LOA will create undue hardship.

2. Employees are required to maintain regular contact with Human Resources and provide timely updates regarding the employee's expected return to work date or anticipated extension of a Personal LOA. Employees who fail to timely request an extended leave of absence or submit adequate medical documentation in support of an extended Personal LOA may be separated from CalOptima Health as provided in Section II.D.7. of this Policy.
3. An employee must use Paid Time Off (PTO) during the Personal LOA unless the employee is receiving disability payments or CalOptima Health grants special approval. PTO only accrues during the period an employee is on active duty or utilizing PTO for an approved Personal LOA. Once the employee's PTO has been exhausted, all remaining time off during the approved Personal LOA shall not be considered time worked for purposes of accruing PTO hours. The use of PTO will not adjust the start date of the Personal LOA, so time covered by PTO will still count as part of the Personal LOA.
4. An employee must request the Personal LOA at least thirty (30) calendar days in advance, except in cases of emergency, wherein, the employee has five (5) calendar days, commencing from the start of the Personal LOA, to submit the request, along with any supporting documentation to HR. Limited exceptions to this requirement will be evaluated and considered on a case-by-case basis, with consideration based on the nature of the request and the circumstances surrounding any delay.
5. Except where required by law, CalOptima Health does not guarantee that an employee's position will remain vacant while the employee is on an approved Personal LOA. CalOptima Health may fill the employee's position for business reasons or where undue hardship results from the employee's Personal LOA in accordance with the ADA, if applicable.
6. If an employee's position is filled while they are on an approved Personal LOA for reasons other than disability, the employee may be terminated, and at the conclusion of their scheduled leave, the employee may apply for any open position for which they are qualified at CalOptima Health. However, there is no such guarantee that a position for which the employee is qualified will be available or that the employee will be placed in that open position. If the employee was on Personal LOA due to a qualifying disability, and their position was filled while on leave as a result of undue hardship, CalOptima Health may reassign the employee to the next suitable position for which the employee is qualified, if such a position is available pursuant to the ADA.
7. If an employee's position is not filled during their Personal LOA, the employee is expected to return to work at the scheduled conclusion of their Personal LOA. If an employee fails to do so, CalOptima Health will treat the employee as having voluntarily resigned from their employment with CalOptima Health.
8. Status of Employee Benefits during Personal Leave: After an employee exhausts all PTO accruals, CalOptima Health will not pay for group health insurance premiums during any remaining portion of a Personal LOA. The employee is fully responsible for the employer and employee share of health insurance premiums through a timely election of benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) during the remaining portion of the Personal LOA. In order to ensure continuation of coverage, an employee must timely pay premiums for the period of the Personal LOA and coordinate the payments through CalOptima Health's third-party COBRA administrator. Failure to pay premiums in a timely manner will result in immediate termination of coverage through the remainder of the Personal LOA.

However, reinstatement of coverage will occur on the first day of the month following the date the employee returns to work. All other benefits not specified herein provided by CalOptima Health shall be administered according to HR procedures.

9. Holidays: If a paid holiday occurs during the period an employee is on a Personal LOA, the employee may be eligible for the holiday pay if PTO is being used for the LOA the day before and the day after the holiday. The holiday pay will be prorated based on the employee's full-time or part-time status as was in effect prior to the LOA.
10. Supplemental Compensation: An employee on a Personal LOA is not eligible to receive certain supplemental compensation, such as Bilingual Pay, Night Shift Premium, Call Back or On Call Pay, Active Certified Case Manager (CCM) Pay, Internet Stipend, Commuter Allowance, or Automobile Allowance during their LOA. An employee on a Continuous LOA may be eligible for Employer-Paid Member Contribution or Supplemental Retirement Benefit during any portion of a paid LOA but shall not be eligible if the LOA is unpaid. Executive incentives will be prorated to account for an executive's Personal LOA time period. Executives must be current employees during the pay period the executive incentive is paid for eligibility. Supplemental compensation will resume when the employee returns to an active status, and may be prorated, where applicable.
11. Outside employment: Employees may not engage in outside work for other employers, including self-employment, while on an approved Personal LOA from CalOptima Health, unless specifically authorized under CalOptima Health Policy GA.8037: Leave of Absence.
12. Misrepresentations: Misrepresenting reasons or information submitted when applying for a Personal LOA may result in corrective action, up to and including termination.
13. To the extent that this policy conflicts with CalOptima Health Policies, GA.8037: Leave of Absence, GA.8039: Pregnancy Disability Leave of Absence or GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence, those specific policies shall supersede.

### III. PROCEDURE

| Responsible Party | Action  |
|-------------------|---|
| Employee          | <ol style="list-style-type: none"><li>1. Request a Personal LOA at least thirty (30) calendar days in advance, except in emergencies, wherein, the employee has five (5) calendar days, commencing from the start of the Personal LOA, by completing the Leave of Absence Request Form and submitting it, along with all supporting documentation, to HR.</li><li>2. If applicable, submit timely health insurance premium payments to CalOptima Health's third-party administrator for continuation of health coverage (COBRA) upon exhaustion of PTO..</li><li>3. Maintain regular communication with HR regarding the status of the LOA or return to work, as applicable, and if an extension is needed, provide adequate medical documentation in support of an extended Personal LOA prior to the scheduled end date of an approved Personal LOA.</li><li>4. Engage in an Interactive Process with Human Resources staff and department management, where applicable.</li><li>5. Return to work on the agreed upon return-to-work date if the position is still available.</li></ol> |

| Responsible Party | Action   |
|-------------------|--|
| Human Resources   | <ol style="list-style-type: none"> <li>1. Process appropriate forms with the employee.</li> <li>2. Discuss the request for Personal LOA with the employee's management to evaluate and determine if a request for Personal LOA can be granted, what the impact will be to the department, including undue hardship(s) that will arise in the absence of the employee.</li> <li>3. Work closely with the employee's management to determine if there is an alternate reasonable accommodation(s) that might be effective in allowing an employee to return to work, to prevent the need to take a Personal LOA, if applicable.</li> <li>4. Upon management approval, designate the employee's Personal LOA and provide information regarding the status of employee benefits during Personal LOA.</li> <li>5. Maintain regular contact with the employee and the employee's management while the employee is on Personal LOA.</li> <li>6. Help the employee with a plan to transition back to work, when applicable.</li> <li>7. Engage in an Interactive Process with the employee, where applicable.</li> </ol> |

#### IV. ATTACHMENT(S)

Not Applicable

#### V. REFERENCE(S)

- A. CalOptima Health Policy GA.8037: Leave of Absence
- B. CalOptima Health Policy GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation
- C. CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence
- D. Leave of Absence Request Form
- E. Title 29, Code of Federal Regulations (C.F.R.), §1630.9

#### VI. REGULATORY AGENCY APPROVAL(S)

None to Date

#### VII. BOARD ACTION(S)

| Date       | Meeting  |
|------------|--|
| 01/05/2012 | 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        |
| TBD        | Regular Meeting of the CalOptima Health Board of Directors |

#### VIII. REVISION HISTORY

| Action    | Date       | Policy  | Policy Title                   | Program(s)     |
|-----------|------------|---------|--------------------------------|----------------|
| Effective | 01/05/2012 | GA.8038 | Discretionary Leave of Absence | Administrative |
| Revised   | 02/01/2014 | GA.8038 | Personal Leave of Absence      | Administrative |
| Revised   | 06/07/2018 | GA.8038 | Personal Leave of Absence      | Administrative |
| Revised   | 12/20/2021 | GA.8038 | Personal Leave of Absence      | Administrative |

| Action  | Date | Policy  | Policy Title              | Program(s)     |
|---------|------|---------|---------------------------|----------------|
| Revised | TBD  | GA.8038 | Personal Leave of Absence | Administrative |

1

For 20231102 BOD Review Only

1 IX. GLOSSARY

2

| Term                   | Definition  |
|------------------------|---|
| Interactive Process    | A term used to describe the ongoing, good faith meeting with an employee to determine whether 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). |
| Leave of Absence (LOA) | A term used to describe an authorized period of time off longer than five (5) days that an employee is to be away from their primary job, while maintaining the status of employee.   |

3

For 20231102 BOD Review Only



Policy: GA.8041  
Title: **Workers' Compensation  
Leave of Absence Program**  
Department: CalOptima Health  
AdministrativeHuman  
Resources  
Section: Human ResourcesNot  
Applicable  
  
Interim CEO /s/  
Approval:  
  
Effective Date: 01/05/2012  
Revised Date: 09/01/2023  
  
Applicable to: ☐ Medi-Cal  
☐ OneCare  
☐ ~~OneCare Connect~~  
☐ PACE  
☒ Administrative

## I. PURPOSE

This policy outlines ~~CalOptima's~~ CalOptima Health's protocols and procedures for Employees who ~~are unable to work due to sustain~~ a work-related injury or illness ~~compensable under the California Workers' Compensation Act.~~

## II. POLICY

~~A. In accordance with state law, CalOptima provides Worker's Compensation insurance coverage for Employees in case of a work-related injury or illness. CalOptima is financially responsible for payment of Workers' Compensation insurance, which is intended to provide medical provides benefits and wage replacement to Employees who sustain an injury or illness in the course of employment.~~

A. ~~Workers' Compensation benefits provided to Employees who sustain an injury or illness arising out of and in the course of employment may include:~~ during the course and scope of their employment. Employees may not be eligible for Workers' Compensation benefits for injuries that arise from voluntary participation in any off-duty, recreational, social, or athletic activity that is not part of work-related duties.

B. Workers' Compensation is a state mandated benefit and includes the following:

1. California mandated benefits:

~~1. Medical, Surgical and Hospital Treatment and Care;~~

a. ~~Partial payment for lost earnings that result care: Medical treatment to help recover from an injury or illness caused by work-related injuries, including, temporary and/or~~

permanent disability benefits;

2. ~~Rehabilitation services to help injured employees return to suitable employment;~~

b. Temporary disability benefits: Payments if wages are lost due to an injury or illness preventing an Employee from working while recovering.

c. Permanent disability benefits: Payments if an Employee does not completely recover from a work-related injury or illness.

d. Supplemental job displacement benefits: Vouchers to help pay for retraining or skill enhancement if an Employee does not completely recover from a work-related injury or illness and cannot return to work for CalOptima Health.

e. ~~Death benefits for employees unable to return to their regular work;~~ Payments to an Employee's spouse, children, or other dependents in the event of death due to a work-related injury or illness.

2. This policy applies to Employees who reside and work in California, out-of-state Employees should contact Human Resources for the Workers' Compensation benefits and ~~or~~ procedures applicable to their state.

3. ~~Death benefits.~~

C. Employees are required to report all ~~on the job~~ work-related injuries and illnesses to their supervisor and ~~the~~ Human Resources ~~Department~~ immediately, regardless of how minor the injury or illness may be. ~~Any~~

D. In accordance with CalOptima Health Policy GA.8016: Unusual Occurrence, serious ~~injury or illness, or death of an Employee~~ injuries, illnesses, or deaths resulting from an Unusual Occurrence (i.e., fire, earthquake, bomb threat, violent intruder, active shooter, civil unrest, etc.) on CalOptima Health property ~~must, shall~~ also be ~~immediately~~ reported to ~~CalOptima's the Manager of~~ Environmental Health and Safety ~~Manager. Employees.~~

E. Workers' Compensation Leave of Absence

1. An Employee who ~~experience a work related accident, illness, or injury~~ will ~~is~~ eligible for Workers' Compensation benefits ~~shall be required to complete~~ placed on Workers' Compensation Leave of Absence ~~if the appropriate forms and cooperate~~ injury or illness prevents the Employee from performing their job duties.

2. For eligible Employees, the Workers' Compensation Leave of Absence shall run concurrently with the Family and Medical Leave Act (FMLA) Leave and California Family Rights Act (CFRA) Leave (See CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence for details).

3. Workers' Compensation Leave of Absence shall continue until one of the following occurs:

a. The Employee is released to return to regular work by an authorized physician.

~~a.b. The Employee is in complying released to return to work with its recording, reporting and investigation obligations restrictions CalOptima Health can accommodate.~~

~~c. The Employee is declared permanent and stationary by an authorized physician, and it is determined that the Employee is unable to perform the essential functions of their job, with or without reasonable accommodation.~~

~~d. Employment with CalOptima Health is terminated.~~

#### F. Temporary Disability

~~B. Employees Voluntary participation in any off-duty community, recreational, social, or athletic activity arranged by CalOptima and/or the Employee Activities Committee is not covered under this policy.~~

~~C. If the work-related accident, injury or illness results in the Employee being placed on a leave of absence, CalOptima may grant a Leave of Absence (LOA) consistent with CalOptima's various leave policies to any employee who is unable to work due to a work-related injury or illness compensable under the California Workers' Compensation Act. Subject to any limitations permitted by law including, but not limited to, business necessity or undue hardship, time off for a work-related condition may be extended to the employee for the duration of the work-related injury or illness, until the employee has recovered sufficiently to perform the duties of his or her job or a modified light duty position if one is offered by CalOptima, or the Employee's condition is declared permanent and stationary and he/she is unable to perform the essential functions of his or her job, with or without reasonable accommodation. CalOptima may engage in the interactive process (where applicable) with the Employee to determine if there are any reasonable accommodations available that may be effective in allowing the Employee to return to work or whether extended time off will be a reasonable accommodation or create an undue hardship on CalOptima. While Employees are on a leave of absence, they should stay in contact with CalOptima's Human Resources Department and their supervisors regarding their expected return to work.~~

~~1. There is a three (3) day waiting period that is unpaid when an Employee is on a LOA resulting from a with a compensable Workers' Compensation injury or illness. An Employee may use accumulated paid time off (PTO) during the three (3) day waiting period. If an Employee misses may be eligible for TD temporary disability benefits if:~~

~~a. An authorized physician provides documentation advising the Employee is unable to perform their job duties for more than fourteen (14) three (3) calendar days from work, or the Employee is hospitalized immediately after overnight.~~

~~b. CalOptima Health is unable to accommodate the temporary work-related restrictions provided by the authorized physician.~~

~~2. TD Temporary disability payments are paid to the injured or ill Employee while they are recovering from the injury, the three (3) or illness and unable to work. The amount of the temporary disability benefit will generally be two-thirds (2/3) day waiting period is waived. An of the Employee's average weekly earnings; subject to maximums and minimums set by the State Legislature.~~

~~4.3. While receiving temporary disability payments, an Employee may elect to use accrued~~

1 paid time off (PTO) to supplement ~~his or her income during the employee's LOA~~their  
2 income up to one hundred percent (100%) of their regular earnings.

3  
4 ~~D. Temporary disability benefits are TD~~Temporary disability payments for lost wages that are  
5 not paid to the injured or ill employee while they are recovering and are unable to work.  
6 Temporary disability benefits are based on 2/3 of the Employee's average weekly earnings up  
7 to a statutory cap (set by the State legislature). They are paid every fourteen (14) days for a  
8 total of one hundred four (104) weeks maximum. No payments are made for the first three (3)  
9 calendar days (waiting period) unless of lost time. The waiting period is waived if the  
10 disability continues for more than fourteen (14) calendar days, or the employeeEmployee is  
11 hospitalized or is the victim of a criminal assault. Paid Time Off (PTO) may be used for the  
12 three (3) day waiting period.

13  
14 ~~E. An LOA authorized under the Family and Medical Leave Act (FMLA) and/or the California~~  
15 ~~Family Rights Act (CFRA) will run concurrently with an LOA taken for an injury or illness~~  
16 ~~under the Workers' Compensation Act.~~

17  
18 ~~2.4. Employees returning from an LOA under the Workers' Compensation Act, taken at the~~  
19 ~~same time as an LOA under FMLA and/or CFRA, will be reinstated to the same or~~  
20 ~~comparable position unless the Employee can no longer perform the essential functions~~  
21 ~~of the job. Employees who do not qualify for FMLA and/or CFRA LOAs or whose~~  
22 ~~qualified LOA exceeded the twelve (12) week time period permitted under FMLA and/or~~  
23 ~~CFRA, may be reinstated to their prior position unless it has been filled due to a~~  
24 ~~reasonable business necessity or undue hardship, if applicable, in which case, the~~  
25 ~~inpatient. An Employee may be considered for any open position for which he or she is~~  
26 ~~qualified. An Employee returning from a Workers' Compensation LOA must present a~~  
27 ~~physician's certificate releasing the Employee to perform the essential functions of the~~  
28 ~~job to which he or she is being reinstated, with or without reasonable accommodation.~~  
29 ~~Where applicable, CalOptima will participate in a timely, good faith, interactive process~~  
30 ~~with returning Employees to determine effective reasonable accommodations, if any, that~~  
31 ~~can be made in response to a request for accommodations. use accrued PTO during this~~  
32 ~~waiting period.~~

33  
34 ~~F. Employees returning to work or who are still working after a work related injury or illness~~  
35 ~~under the Workers' Compensation Act are required to coordinate with their supervisor to use~~  
36 ~~accrued PTO or make up time away from work, consistent with CalOptima's time keeping~~  
37 ~~requirements, for follow up medical appointments. Employees who do not have sufficient~~  
38 ~~PTO accruals may take unpaid time off for follow up medical appointments. Appointments~~  
39 ~~should be scheduled in a manner that provides the least disruption to the employee's normal~~  
40 ~~work schedule.~~

41  
42 ~~G. An Employee's Workers' Compensation LOA will be terminated if one (1) or more of the~~  
43 ~~following occurs:~~

44  
45 ~~1. The Employee is released for full duty and fails to return on the appointed date.~~

46  
47 ~~G. After exhausting all available LOA under FMLA and/or CFRA, the Employee is released for~~  
48 ~~light duty or modified duty, CalOptima engages in an interactive process and offers an~~  
49 ~~alternative position the Employee is qualified to perform, and the Employee fails to accept~~  
50 ~~the alternative position and return on the appointed date~~Accrued PTO may also be utilized  
51 while the claim is in delayed status to determine compensability. If the claim is subsequently

accepted, PTO accruals will be restored, and payroll wages will be adjusted accordingly.

~~b.a.~~

~~2. The Employee is declared to be permanent and stationary by the Workers' Compensation Appeals Board and his or her condition is such that he or she will not be able to perform the essential functions of the job to which he or she is to be reinstated with or without reasonable accommodation. In such case, the LOA will be terminated, and the disability or industrial disability retirement process will be initiated.~~

~~3. The Employee has accepted a permanent position elsewhere or has unequivocally resigned.~~

~~H. fraud will be investigated. Employees who suspect Workers' Compensation fraud or see it happening should notify the Human Resources Department immediately.~~

### III. PROCEDURE

A. To file a Workers' Compensation claim, the Employee must complete and submit the following forms to Human Resources:

1. Workers' Compensation— Employee Incident Report

2. Claim Form (DWC-1)

~~3.~~

| Responsible Party | Action  |
|-------------------|---|
| Employee          | <del>1. Report the work related injury or illness to supervisor and Human Resources (HR) immediately after sustaining the injury/illness or as soon as practicable.</del><br><del>2. Complete or submit all the appropriate forms, including, but not limited to, the following forms:</del> <ul style="list-style-type: none"><li><del>• Accident/Incident Investigation Report Workers' Compensation Claim Form (DWC-1)</del></li><li><del>• Leave of Absence Request Form: Required for a LOA that is expected to last more than five (5) business days or an ongoing intermittent LOA. For a LOA that is five (5) days or less, an oral notice to the manager is sufficient. If applicable, designate leave as FMLA/CFRA.</del></li><li><del>• A health care provider's certificate that verifies the Employee's injury or illness and the anticipated duration of his or her injury or illness requiring time off of work.</del></li></ul> <del>3. Receive treatment at a designated clinic within the Medical Provider Network (MPN) set up by CalOptima's Workers' Compensation insurance carrier, unless the Employee receives treatment from his/her own doctor who was designated as the treating physician with an authorization submitted to HR at least thirty (30) days prior to an injury or onset of illness.</del> |

| Responsible Party    | Action   |
|----------------------|--|
|                      | <p><del>4. If the injury or illness will cause the Employee to miss work, Employee must keep his/her supervisor and HR informed as to when he/she expects to return to work. Medical documentation to justify all absences due to work related injury/illness must be submitted to HR.</del></p> <p><del>5. Keep supervisor and HR regularly informed of any updates or changes in the status of recovery.</del></p> <p><del>6. Cooperate with CalOptima's Workers' Compensation claims administrator and provide all necessary information, documentation, and statements, as applicable, and coordinate medical treatment with the claims administrator.</del></p> <p><del>7. If a reasonable accommodation is required, communicate Employee's request to HR, provide adequate documentation, and engage in a good faith interactive process.</del></p> <p><del>8. Return to work as soon as medically possible. If modified/light duty or temporary work is available within the Employee's ability to perform while he/she is recovering, the Employee must accept the work and return to duty. Upon return to work, Employee must present a physician's certificate releasing them to either perform the essential functions of the job to which he or she is being reinstated and/or perform the functions of the modified/temporary job.</del></p> |
| Manager              | <p><del>1. Immediately report all work related injuries or illnesses to HR and assist the Employee in receiving first aid or medical attention when applicable.</del></p> <p><del>2. Partner with HR and the Employee upon their return to work to plan the Employee's transition back to work.</del></p> <p><del>3. Complete Accident/Incident Investigation Report within twenty-four (24) hours after the Manager becomes aware of an accident, injury, or illness involving one (1) or more employees.</del></p>   |
| Human Resources (HR) | <p><del>1. Ensure that the Notice to Employees Poster for Workers' Compensation is posted as required by law and provide all new Employees with a Workers' Compensation pamphlet explaining their rights and responsibilities.</del></p> <p><del>2. Within one (1) working day of receiving notice or knowledge of an injury, provide (personally or by first class mail) a claim form and notice of potential eligibility for benefits to the injured Employee, or in the case of death, to the Employee's dependents.</del></p> <p><del>3. Within one (1) working day of receiving the claim form from the injured Employee, provide a dated copy of the completed form to the injured Employee and CalOptima's insurance claims administrator.</del></p>  |

| Responsible Party                       | Action  |
|---|---|
|   | <p><del>4. Within one (1) working day of the claim form being filed, authorize medical treatment up to ten thousand dollars (\$10,000) in appropriate medical treatment and continue to provide treatment until liability for the claim is accepted or rejected.</del></p> <p><del>5. Process appropriate forms with Employee.</del></p> <p><del>6. Promptly coordinate and assist CalOptima's claims administrator in obtaining all applicable and relevant information, documentation, and/or witness statements relevant to the injury or illness.</del></p> <p><del>7. Work with CalOptima's claims administrator to ensure the claim is either accepted or denied within ninety (90) days of the date of the filing of the claim form, and follow up regularly with the claims administrator to ensure timely updates and resolution of claims.</del></p> <p><del>8. Manage and process the injured or ill Employee's request for time off and/or LOA and respond to Employee within five (5) business days of receiving a request for LOA to notify the employee of his or her eligibility for FMLA/CFRA leave, if applicable.</del></p> <p><del>9. Once HR is aware of the need for an accommodation, engage with the Employee in a good faith interactive process to identify possible reasonable accommodations that might be effective in enabling the Employee to return to work, with or without an accommodation, and help the employee with a plan to transition back to work, when applicable.</del></p> |
| Environmental Health and Safety Manager | <p><del>1. Investigate all work-related accidents, injuries, and illnesses, and keep on file copies of all Accident/Incident Investigation Reports submitted.</del></p> <p><del>2. Take all necessary actions to ensure appropriate response or corrective action.</del></p> <p><del>3. For any serious injury or illness, or death of an Employee, complete the Serious Incident Report Fax Form and fax to the nearest District Office of the Division of Occupational Safety and Health (OSHA) as soon as practically possible, but no later than eight (8) hours after the incident.</del></p>  |

B. Employees who have a work-related injury or illness should seek medical care at an authorized industrial clinic.

1. Medical care will be provided through a Medical Provider Network (MPN), which is a group of health care providers (physicians and specialty providers) who specialize in industrial injuries and illnesses. The MPN providers will manage and direct any medical care necessary to relieve or cure the effects of the work-related injury or illness. For further information on CalOptima Health's MPN, refer to MPN Employee Notification provided at the time of hire and by the insurance carrier at the time a claim is filed.

a. For a list of designated industrial clinics for initial treatment please see Treatment Facilities for Industrial Injuries.

C. If a valid Pre-designation of Personal Physician Form is filed with Human Resources prior to an injury or onset of illness, the Employee may seek medical treatment with their personal physician.

D. For life threatening injuries or emergencies, call 911 immediately or obtain medical treatment at the nearest emergency medical center. Following the emergency treatment, the Employee will be referred to a physician within the MPN.

E. Employees are responsible for providing work status reports from the Workers' Compensation physician to Human Resources following each medical visit.

F. While on a Workers' Compensation Leave of Absence, Employees shall remain in contact with CalOptima Health's Human Resources Department and their supervisor(s) regarding their current return to work status.

G. If an Employee is provided with work limitations, Human Resources will partner with the Employee's supervisor to identify a Transitional, Modified, or Alternative Work Assignment within the restrictions.

H. Medical appointments should be scheduled in a manner that provides the least disruption to the Employee's normal work schedule.

I. Temporary disability benefits are not payable for absences or lost time from work to attend medical or physical therapy appointments. The Employee will utilize accrued PTO, make up time away from work (with supervisor approval), or take unpaid time off if PTO accruals are not sufficient.

#### IV. ATTACHMENT(S)

~~A. Employer's Report of Occupational Injury or Illness (Form 5020)~~

~~B. Workers' Compensation Claim Form (DWC 1)~~

~~C. Leave of Absence Request Form~~

~~D. Accident/Incident Investigation Report~~

Not Applicable

#### V. REFERENCE(S)

~~A. California Labor Code §§ 132a, and 5400 *et seq.*~~

~~B. CalOptima Employee Handbook~~

A. CalOptima Policy GA.8016: Unusual Occurrence

B. CalOptima Policy GA.8037: Leave of Absence

C. CalOptima Policy GA.8040: Family and Medical Leave Act and California Family Rights Act Leave

~~C. Title 8, California Code of Regulations, § 342~~

D. Medical Provider Network (MPN) Employee Notification

E. Pre-designation of Personal Physician form

- F. Treatment Facilities for Industrial Injuries  
G. Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility  
H. Workers' Compensation Employee Incident Report

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

None to Date

**VII. BOARD ACTION(S)**

| Date       | Meeting   |
|------------|---|
| 01/05/2012 | Regular Meeting of the CalOptima Board of Directors |
| 08/07/2014 | 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 |

**VIII. REVISION HISTORY**

| Action         | Date              | Policy         | Policy Title                           | Program(s)            |
|----------------|-------------------|----------------|--|-----------------------|
| Effective      | 01/05/2012        | GA.8041        | Worker's Compensation Leave of Absence | Administrative        |
| Revised        | 08/07/2014        | GA.8041        | Worker's Compensation Leave of Absence | Administrative        |
| Revised        | 06/07/2018        | GA.8041        | Worker's Compensation Leave of Absence | Administrative        |
| Revised        | 12/20/2021        | GA.8041        | Worker's Compensation Leave of Absence | Administrative        |
| <u>Revised</u> | <u>09/01/2023</u> | <u>GA.8041</u> | <u>Worker's Compensation Program</u>   | <u>Administrative</u> |

## IX. GLOSSARY

| Term  | Definition  |
|---|---|
| Employee  | For the purposes of this policy, <del>employees</del> <u>Employees</u> include regular full-time <del>and</del> regular part-time <del>employees, and as-needed Employees</del> of CalOptima <u>Health</u> .  |
| <u>Transitional, Modified, or Alternative Work Assignment</u> | <u>Temporary work modification given to an injured Employee to accommodate their physical limitations while recovering from the injury.</u>   |
| <u>Unusual Occurrence</u>                                     | <u>Any event which jeopardizes or has the potential to jeopardize the health and/or safety of CalOptima Health Employees, Members, and/or the community, including, but not limited to, physical injury and death, and/or property damage</u>   |
| <u>Workers' Compensation</u>                                  | <u>State mandated benefits provided to Employees who sustain a work-related injury or illness.</u>  |
| <u>Workers' Compensation Leave of Absence (LOA)</u>           | A term used to describe a <del>scheduled period</del> <u>leave of time off</u> <del>absence for</del> <u>Employees who sustain an injury or illness arising out of and during the course and scope of their employment. The absence must be longer than five (5) three (3) calendar days that an employee of lost time, or less if the Employee is to be away from his or her primary job, while maintaining the status of employee hospitalized as an inpatient.</u> |



Policy: GA.8041  
Title: **Workers' Compensation Program**  
Department: Human Resources  
Section: Not Applicable

CEO Approval:

Effective Date: 01/05/2012

Revised Date: 09/01/2023

Applicable to: ☐ Medi-Cal  
☐ OneCare  
☐ PACE  
☒ Administrative

## I. PURPOSE

This policy outlines CalOptima Health's protocols and procedures for Employees who sustain a work-related injury or illness.

## II. POLICY

- A. Workers' Compensation provides benefits to Employees who sustain an injury or illness arising out of and during the course and scope of their employment. Employees may not be eligible for Workers' Compensation benefits for injuries that arise from voluntary participation in any off-duty, recreational, social, or athletic activity that is not part of work-related duties.
- B. Workers' Compensation is a state mandated benefit and includes the following:
1. California mandated benefits:
    - a. Medical care: Medical treatment to help recover from an injury or illness caused by work.
    - b. Temporary disability benefits: Payments if wages are lost due to an injury or illness preventing an Employee from working while recovering.
    - c. Permanent disability benefits: Payments if an Employee does not completely recover from a work-related injury or illness.
    - d. Supplemental job displacement benefits: Vouchers to help pay for retraining or skill enhancement if an Employee does not completely recover from a work-related injury or illness and cannot return to work for CalOptima Health.
    - e. Death benefits: Payments to an Employee's spouse, children, or other dependents in the event of death due to a work-related injury or illness.

- 1                   2. This policy applies to Employees who reside and work in California, out-of-state  
2                   Employees should contact Human Resources for the Workers' Compensation benefits and  
3                   procedures applicable to their state.  
4
- 5           C. Employees are required to report all work-related injuries and illnesses to their supervisor and  
6           Human Resources immediately, regardless of how minor the injury or illness may be.  
7
- 8           D. In accordance with CalOptima Health Policy GA.8016: Unusual Occurrence, serious injuries,  
9           illnesses, or deaths resulting from an Unusual Occurrence (i.e., fire, earthquake, bomb threat,  
10           violent intruder, active shooter, civil unrest) on CalOptima Health property, shall also be  
11           reported to the Manager of Environmental Health and Safety.  
12
- 13          E. Workers' Compensation Leave of Absence  
14
- 15           1. An Employee who is eligible for Workers' Compensation benefits shall be placed on  
16           Workers' Compensation Leave of Absence if the injury or illness prevents the Employee  
17           from performing their job duties.  
18
- 19           2. For eligible Employees, the Workers' Compensation Leave of Absence shall run  
20           concurrently with the Family and Medical Leave Act (FMLA) Leave and California  
21           Family Rights Act (CFRA) Leave (See CalOptima Health Policy GA.8040: Family and  
22           Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of  
23           Absence for details).  
24
- 25           3. Workers' Compensation Leave of Absence shall continue until one of the following  
26           occurs:  
27
- 28               a. The Employee is released to return to regular work by an authorized physician.  
29
- 30               b. The Employee is released to return to work with restrictions CalOptima Health can  
31               accommodate.  
32
- 33               c. The Employee is declared permanent and stationary by an authorized physician, and  
34               it is determined that the Employee is unable to perform the essential functions of  
35               their job, with or without reasonable accommodation.  
36
- 37               d. Employment with CalOptima Health is terminated.  
38
- 39          F. Temporary Disability  
40
- 41           1. Employees with a compensable Workers' Compensation injury or illness may be eligible  
42           for temporary disability benefits if:  
43
- 44               a. An authorized physician provides documentation advising the Employee is unable to  
45               perform their job duties for more than three (3) calendar days, or the Employee is  
46               hospitalized overnight.  
47
- 48               b. CalOptima Health is unable to accommodate the temporary work restrictions  
49               provided by the authorized physician.  
50
- 51           2. Temporary disability payments are paid to the injured or ill Employee while they are

recovering from the injury or illness and unable to work. The amount of the temporary disability benefit will generally be two-thirds (2/3) of the Employee's average weekly earnings; subject to maximums and minimums set by the State Legislature.

3. While receiving temporary disability payments, an Employee may elect to use accrued paid time off (PTO) to supplement their income up to one hundred percent (100%) of their regular earnings.
  4. Temporary disability payments are not paid for the first three (3) calendar days (waiting period) of lost time. The waiting period is waived if the disability continues for more than fourteen (14) calendar days, or the Employee is hospitalized as an inpatient. An Employee may use accrued PTO during this waiting period.
- G. Accrued PTO may also be utilized while the claim is in delayed status to determine compensability. If the claim is subsequently accepted, PTO accruals will be restored, and payroll wages will be adjusted accordingly.

### III. PROCEDURE

- A. To file a Workers' Compensation claim, the Employee must complete and submit the following forms to Human Resources:
  1. Workers' Compensation – Employee Incident Report
  2. Claim Form (DWC-1)
- B. Employees who have a work-related injury or illness should seek medical care at an authorized industrial clinic.
  1. Medical care will be provided through a Medical Provider Network (MPN), which is a group of health care providers (physicians and specialty providers) who specialize in industrial injuries and illnesses. The MPN providers will manage and direct any medical care necessary to relieve or cure the effects of the work-related injury or illness. For further information on CalOptima Health's MPN, refer to MPN Employee Notification provided at the time of hire and by the insurance carrier at the time a claim is filed.
    - a. For a list of designated industrial clinics for initial treatment please see Treatment Facilities for Industrial Injuries.
- C. If a valid Pre-designation of Personal Physician Form is filed with Human Resources prior to an injury or onset of illness, the Employee may seek medical treatment with their personal physician.
- D. For life threatening injuries or emergencies, call 911 immediately or obtain medical treatment at the nearest emergency medical center. Following the emergency treatment, the Employee will be referred to a physician within the MPN.
- E. Employees are responsible for providing work status reports from the Workers' Compensation physician to Human Resources following each medical visit.
- F. While on a Workers' Compensation Leave of Absence, Employees shall remain in contact

with CalOptima Health's Human Resources Department and their supervisor(s) regarding their current return to work status.

G. If an Employee is provided with work limitations, Human Resources will partner with the Employee's supervisor to identify a Transitional, Modified, or Alternative Work Assignment within the restrictions.

H. Medical appointments should be scheduled in a manner that provides the least disruption to the Employee's normal work schedule.

I. Temporary disability benefits are not payable for absences or lost time from work to attend medical or physical therapy appointments. The Employee will utilize accrued PTO, make up time away from work (with supervisor approval), or take unpaid time off if PTO accruals are not sufficient.

#### IV. ATTACHMENT(S)

Not Applicable

#### V. REFERENCE(S)

A. CalOptima Policy GA.8016: Unusual Occurrence

B. CalOptima Policy GA.8037: Leave of Absence

C. CalOptima Policy GA.8040: Family and Medical Leave Act and California Family Rights Act Leave

D. Medical Provider Network (MPN) Employee Notification

E. Pre-designation of Personal Physician form

F. Treatment Facilities for Industrial Injuries

G. Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility

H. Workers' Compensation Employee Incident Report

#### VI. REGULATORY AGENCY APPROVAL(S)

None to Date

#### VII. BOARD ACTION(S)

| Date       | Meeting   |
|------------|---|
| 01/05/2012 | Regular Meeting of the CalOptima Board of Directors |
| 08/07/2014 | 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 |

#### VIII. REVISION HISTORY

| Action    | Date       | Policy  | Policy Title                           | Program(s)     |
|-----------|------------|---------|--|----------------|
| Effective | 01/05/2012 | GA.8041 | Worker's Compensation Leave of Absence | Administrative |
| Revised   | 08/07/2014 | GA.8041 | Worker's Compensation Leave of Absence | Administrative |
| Revised   | 06/07/2018 | GA.8041 | Worker's Compensation Leave of Absence | Administrative |

| Action  | Date       | Policy  | Policy Title                           | Program(s)     |
|---------|------------|---------|--|----------------|
| Revised | 12/20/2021 | GA.8041 | Worker's Compensation Leave of Absence | Administrative |
| Revised | 09/01/2023 | GA.8041 | Worker's Compensation Program          | Administrative |

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For 20231102 BOD Review Only

## IX. GLOSSARY

| Term   | Definition   |
|--|--|
| Employee   | For the purposes of this policy Employees include regular full-time, regular part-time, and as-needed Employees of CalOptima Health.   |
| Transitional, Modified, or Alternative Work Assignment | Temporary work modification given to an injured Employee to accommodate their physical limitations while recovering from the injury.   |
| Unusual Occurrence                                     | Any event which jeopardizes or has the potential to jeopardize the health and/or safety of CalOptima Health Employees, Members, and/or the community, including, but not limited to, physical injury and death, and/or property damage   |
| Workers' Compensation                                  | State mandated benefits provided to Employees who sustain a work-related injury or illness.  |
| Workers' Compensation Leave of Absence                 | A term used to describe a leave of absence for Employees who sustain an injury or illness arising out of and during the course and scope of their employment. The absence must be longer than three (3) calendar days of lost time, or less if the Employee is hospitalized as an inpatient. |

Policy: GA.8044  
 Title: **Telework Program**  
 Department: ~~CalOptima Health~~  
~~Administrative~~ Human Resources  
 Section: ~~Human Resources~~ Not Applicable

CEO Approval: /s/

Effective Date: 03/01/2012

Revised Date: TBD

Applicable to:

- ☐ Medi-Cal
- ☐ OneCare
- ☒ ~~OneCare Connect~~
- ☐ PACE
- ☒ Administrative

## I. PURPOSE

This policy describes guidelines for a flexible work arrangement that: 1) permits eligible employees to perform their work from Remote Work Locations unless business needs require otherwise; 2) supports recruitment and retention of skilled employees; and 3) promotes a culture of managing by results.

## II. POLICY

A. Telework is a workplace arrangement in which eligible employees may voluntarily work their entire or partial work schedule away from the Central Worksite at a Remote Work Location.

1. Full Teleworkers elect to work their entire work schedule away from the Central Worksite at a Remote Work Location unless business needs require otherwise. Full Teleworkers may not elect to routinely work a portion of their scheduled days at the Central Worksite and the remainder from the Remote Work Location. Full Teleworkers will not have dedicated workspaces at the Central Worksite.
2. Partial Teleworkers elect a pre-established consistent weekly work schedule, which will include two (2) or more full days in the Central Worksite, and the remainder of full days at the Remote Work Location, subject to management approval. Partial Teleworkers' regular workdays cannot be broken up with part of the day at the Central Worksite and part of the day at the Remote Work Location.
3. Community Workers perform fifty-one percent (51%) or more of their duties in field locations such as provider offices, Members' homes, and at community outreach events. Community Workers will not have dedicated workspaces at the Central Worksite and are not counted in the Full Telework positions. They may reserve hotel stations at the Central Worksite, as needed.
4. Temporary Teleworkers work up to their entire work schedule away from the Central Worksite on a temporary basis, as an accommodation for their disability or to provide care to a family or household member who has a serious health condition or disability. The care provided to the family or household member occurs outside of the Temporary Teleworkers' normal work schedule (e.g., before or after work or while on a meal break). Temporary Telework to provide

care for a family or household member is limited to less than six (6) months in duration in a calendar year. Temporary Teleworkers are not counted in the Full Telework positions.

- B. The Human Resources Department (HR) maintains a list of job classifications that have been evaluated and identified as eligible for Telework, which may be updated from time-to-time based on business needs. For all other job classifications not on the list maintained by HR, supervisors and managers can recommend approval of a request for Telework by an employee, group, or department that meet the eligibility criteria set forth in the Telework Program Guidelines maintained by HR. Requests should be submitted to HR for review and approval/denial. Appeals of HR decisions can be submitted by the supervisor's or manager's Executive to the Chief Executive Officer (CEO) for final determination.
- C. Telework is not a universal employee benefit or entitlement, and there is no guarantee that an employee will be permitted to Telework. CalOptima Health reserves the right to deny, revoke, or remove Telework for any employee, group, or department, based on business needs, failure to meet performance expectations, and/or as deemed appropriate by management. Management will evaluate eligibility for each employee, position, group or department, based on clear criteria and standards maintained by HR.
- D. Full and Partial Telework is not available for Executive Level Positions unless the position is classified as a difficult to recruit and/or retain position, and the position is appropriate for telework as determined by the ~~Executive Director of HR, Chief Human Resources Officer (CHRO)~~, with the approval of the CEO.
- E. Full Telework positions can account for up to fifty percent (50%) of the budgeted Full-Time Equivalent (FTE) headcount at any given time. Partial Telework positions are unlimited.
- F. An employee's manager has the discretion to allow an employee in a non-Telework position to work from a Remote Work Location on an occasional basis subject to the conditions set forth in the Telework Program Guidelines maintained by HR. The employee's manager shall ensure that the nature of work assignments and job responsibilities can be performed effectively away from the Central Worksite.
- G. ~~CalOptima's~~ CalOptima Health's policies, rules and practices applicable at the Central Worksite are applicable to a Teleworker while working at the Remote Work Location, including, but not limited to, confidentiality, privacy and security, internal communications, communications with the public, public records requests, employee rights and responsibilities, attendance and timekeeping, scheduled work hours, facilities and equipment management, financial management, information resource management, purchasing of property and services, unlawful harassment, drug and alcohol, and safety.
- H. Requirements specific to Telework are set out more fully in the Telework Program Guidelines, which each employee authorized for Telework must read, acknowledge, and sign prior to the employee's first day of Telework.
- I. Failure to comply with the requirements of this policy, the Telework Program Guidelines, or CalOptima's CalOptima Health's policies, rules, and procedures may result in termination of the employee's Telework arrangement and/or corrective action, up to and including termination of employment. Certain violations of this policy, the Telework Program Guidelines, other applicable CalOptima Health policies, and/or state and federal laws may also result in criminal or civil prosecution or penalties, where applicable.
- J. Authority

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1. HR will manage ~~CalOptima's~~ CalOptima Health's Telework Program and maintain guidelines for eligibility, selection criteria, work schedule requirements, and other Telework-related requirements not otherwise specified in this policy. The ~~Executive Director of HR~~ CHRO, with approval of the CEO, may authorize amendments to the Telework Program Guidelines.
2. In cases of local emergencies or unforeseen circumstances necessitating Telework for the immediate protection, welfare, and safety of the employee and/or CalOptima Health property, the CEO may authorize amendments to this policy including, but not limited to, increasing the number of Full Telework positions for the duration of the local emergency or unforeseen circumstances necessitating Telework.

### III. PROCEDURE

The procedure for requesting, approving, and appealing a request for Telework is set forth in the Telework Program Guidelines maintained by HR.

### IV. ATTACHMENT(S)

Not Applicable

### V. REFERENCE(S)

[A. Telework Program Guidelines](#)

### VI. REGULATORY AGENCY APPROVAL(S)

None to Date

### VII. BOARD ACTION(S)

| Date       | Meeting  |
|------------|--|
| 03/01/2012 | Regular Meeting of the CalOptima Board of Directors        |
| 06/06/2013 | Regular Meeting of the CalOptima Board of Directors        |
| 05/01/2014 | Regular Meeting of the CalOptima Board of Directors        |
| 12/03/2015 | Regular Meeting of the CalOptima Board of Directors        |
| 02/01/2018 | Regular Meeting of the CalOptima Board of Directors        |
| 12/20/2021 | Special Meeting of the CalOptima Board of Directors        |
| <u>TBD</u> | <u>Regular Meeting of the CalOptima Board of Directors</u> |

### VIII. REVISION HISTORY

| Action         | Date       | Policy         | Policy Title            | Program(s)            |
|----------------|------------|----------------|-------------------------|-----------------------|
| Effective      | 03/01/2012 | GA.8044        | Telework Program        | Administrative        |
| Revised        | 06/06/2013 | GA.8044        | Telework Program        | Administrative        |
| Revised        | 05/01/2014 | GA.8044        | Telework Program        | Administrative        |
| Revised        | 12/03/2015 | GA.8044        | Telework Program        | Administrative        |
| Revised        | 02/01/2018 | GA.8044        | Telework Program        | Administrative        |
| Revised        | 12/20/2021 | GA.8044        | Telework Program        | Administrative        |
| <u>Revised</u> | <u>TBD</u> | <u>GA.8044</u> | <u>Telework Program</u> | <u>Administrative</u> |

For 20231102 BOD Review Only

1 IX. GLOSSARY

2

| Term                        | Definition  |
|-----------------------------|---|
| Central Worksite            | <u>CalOptima's CalOptima Health's</u> primary physical location of business applicable to the employee, which is either <u>CalOptima's CalOptima Health's</u> administration building at 505 City Parkway West, the PACE building or other CalOptima <u>Health</u> operated location. |
| <u>Community Worker</u>     | <u>An employee in a position that performs fifty-one percent (51%) or more of their duties in field locations such as provider offices, members' homes, and at community outreach events.</u>   |
| Executive Level Position    | The position of Executive Director or above.  |
| Full Teleworker             | An eligible employee who is approved to routinely work their entire regularly scheduled work hours from a Remote Work Location unless business needs require otherwise.   |
| Partial Teleworker          | An eligible employee who is approved to work a pre-established consistent weekly work schedule split between two (2) or more full days per week at the Central Worksite, and the remainder of full days at the Remote Work Location.  |
| Remote Work Location        | The Employee's home office or other designated pre-approved work location that is not the Central Worksite.   |
| Telework                    | A workplace arrangement in which eligible employees voluntarily work their entire or partial work schedule away from the Central Worksite at a Remote Work Location   |
| <u>Temporary Teleworker</u> | <u>An eligible employee who works up to their entire work schedule away from the Central Worksite on a temporary basis, up to six months, as an accommodation for their disability, or to provide care to a family or household member who has a serious health condition.</u>        |

3

Policy: GA.8044  
 Title: **Telework Program**  
 Department: Human Resources  
 Section: Not Applicable

CEO Approval: /s/

Effective Date: 03/01/2012

Revised Date: TBD

Applicable to:

- ☐ Medi-Cal
- ☐ OneCare
- ☐ PACE
- ☒ Administrative

## I. PURPOSE

This policy describes guidelines for a flexible work arrangement that: 1) permits eligible employees to perform their work from Remote Work Locations unless business needs require otherwise; 2) supports recruitment and retention of skilled employees; and 3) promotes a culture of managing by results.

## II. POLICY

A. Telework is a workplace arrangement in which eligible employees may voluntarily work their entire or partial work schedule away from the Central Worksite at a Remote Work Location.

1. Full Teleworkers elect to work their entire work schedule away from the Central Worksite at a Remote Work Location unless business needs require otherwise. Full Teleworkers may not elect to routinely work a portion of their scheduled days at the Central Worksite and the remainder from the Remote Work Location. Full Teleworkers will not have dedicated workspaces at the Central Worksite.
2. Partial Teleworkers elect a pre-established consistent weekly work schedule, which will include two (2) or more full days in the Central Worksite, and the remainder of full days at the Remote Work Location, subject to management approval. Partial Teleworkers' regular workdays cannot be broken up with part of the day at the Central Worksite and part of the day at the Remote Work Location.
3. Community Workers perform fifty-one percent (51%) or more of their duties in field locations such as provider offices, Members' homes, and at community outreach events. Community Workers will not have dedicated workspaces at the Central Worksite and are not counted in the Full Telework positions. They may reserve hotel stations at the Central Worksite, as needed.
4. Temporary Teleworkers work up to their entire work schedule away from the Central Worksite on a temporary basis, as an accommodation for their disability or to provide care to a family or household member who has a serious health condition or disability. The care provided to the family or household member occurs outside of the Temporary Teleworkers' normal work schedule (e.g., before or after work or while on a meal break). Temporary Telework to provide care for a family or household member is limited to less than six (6) months in duration in a calendar year. Temporary Teleworkers are not counted in the Full Telework positions.

- 1 B. The Human Resources Department (HR) maintains a list of job classifications that have been  
2 evaluated and identified as eligible for Telework, which may be updated from time-to-time based on  
3 business needs. For all other job classifications not on the list maintained by HR, supervisors and  
4 managers can recommend approval of a request for Telework by an employee, group, or department  
5 that meet the eligibility criteria set forth in the Telework Program Guidelines maintained by HR.  
6 Requests should be submitted to HR for review and approval/denial. Appeals of HR decisions can be  
7 submitted by the supervisor's or manager's Executive to the Chief Executive Officer (CEO) for final  
8 determination.  
9
- 10 C. Telework is not a universal employee benefit or entitlement, and there is no guarantee that an  
11 employee will be permitted to Telework. CalOptima Health reserves the right to deny, revoke, or  
12 remove Telework for any employee, group, or department, based on business needs, failure to meet  
13 performance expectations, and/or as deemed appropriate by management. Management will evaluate  
14 eligibility for each employee, position, group or department, based on clear criteria and standards  
15 maintained by HR.  
16
- 17 D. Full and Partial Telework is not available for Executive Level Positions unless the position is  
18 classified as a difficult to recruit and/or retain position, and the position is appropriate for telework as  
19 determined by the Chief Human Resources Officer (CHRO), with the approval of the CEO.  
20
- 21 E. Full Telework positions can account for up to fifty percent (50%) of the budgeted Full-Time  
22 Equivalent (FTE) headcount at any given time. Partial Telework positions are unlimited.  
23
- 24 F. An employee's manager has the discretion to allow an employee in a non-Telework position to work  
25 from a Remote Work Location on an occasional basis subject to the conditions set forth in the  
26 Telework Program Guidelines maintained by HR. The employee's manager shall ensure that the  
27 nature of work assignments and job responsibilities can be performed effectively away from the  
28 Central Worksite.  
29
- 30 G. CalOptima Health's policies, rules and practices applicable at the Central Worksite are applicable to  
31 a Teleworker while working at the Remote Work Location, including, but not limited to,  
32 confidentiality, privacy and security, internal communications, communications with the public,  
33 public records requests, employee rights and responsibilities, attendance and timekeeping,  
34 scheduled work hours, facilities and equipment management, financial management, information  
35 resource management, purchasing of property and services, unlawful harassment, drug and alcohol,  
36 and safety.  
37
- 38 H. Requirements specific to Telework are set out more fully in the Telework Program Guidelines, which  
39 each employee authorized for Telework must read, acknowledge, and sign prior to the employee's  
40 first day of Telework.  
41
- 42 I. Failure to comply with the requirements of this policy, the Telework Program Guidelines, or  
43 CalOptima Health's policies, rules, and procedures may result in termination of the employee's  
44 Telework arrangement and/or corrective action, up to and including termination of employment.  
45 Certain violations of this policy, the Telework Program Guidelines, other applicable CalOptima  
46 Health policies, and/or state and federal laws may also result in criminal or civil prosecution or  
47 penalties, where applicable.  
48
- 49 J. Authority  
50
- 51 1. HR will manage CalOptima Health's Telework Program and maintain guidelines for eligibility,  
52 selection criteria, work schedule requirements, and other Telework-related requirements not

otherwise specified in this policy. The CHRO, with approval of the CEO, may authorize amendments to the Telework Program Guidelines.

2. In cases of local emergencies or unforeseen circumstances necessitating Telework for the immediate protection, welfare, and safety of the employee and/or CalOptima Health property, the CEO may authorize amendments to this policy including, but not limited to, increasing the number of Full Telework positions for the duration of the local emergency or unforeseen circumstances necessitating Telework.

### III. PROCEDURE

The procedure for requesting, approving, and appealing a request for Telework is set forth in the Telework Program Guidelines maintained by HR.

### IV. ATTACHMENT(S)

Not Applicable

### V. REFERENCE(S)

A. Telework Program Guidelines

### VI. REGULATORY AGENCY APPROVAL(S)

None to Date

### VII. BOARD ACTION(S)

| Date       | Meeting   |
|------------|---|
| 03/01/2012 | Regular Meeting of the CalOptima Board of Directors |
| 06/06/2013 | Regular Meeting of the CalOptima Board of Directors |
| 05/01/2014 | Regular Meeting of the CalOptima Board of Directors |
| 12/03/2015 | Regular Meeting of the CalOptima Board of Directors |
| 02/01/2018 | Regular Meeting of the CalOptima Board of Directors |
| 12/20/2021 | Special Meeting of the CalOptima Board of Directors |
| TBD        | Regular Meeting of the CalOptima Board of Directors |

### VIII. REVISION HISTORY

| Action    | Date       | Policy  | Policy Title     | Program(s)     |
|-----------|------------|---------|------------------|----------------|
| Effective | 03/01/2012 | GA.8044 | Telework Program | Administrative |
| Revised   | 06/06/2013 | GA.8044 | Telework Program | Administrative |
| Revised   | 05/01/2014 | GA.8044 | Telework Program | Administrative |
| Revised   | 12/03/2015 | GA.8044 | Telework Program | Administrative |
| Revised   | 02/01/2018 | GA.8044 | Telework Program | Administrative |
| Revised   | 12/20/2021 | GA.8044 | Telework Program | Administrative |
| Revised   | TBD        | GA.8044 | Telework Program | Administrative |

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3



Policy: GA.8051  
Title: **Hiring of Relatives**  
Department: CalOptima Health  
AdministrativeHuman Resources  
Section: Human ResourcesNot Applicable

CEO Approval: /s/

Effective Date: 02/01/2014

Revised Date: TBD

Applicable to: ☐ Medi-Cal  
☐ OneCare  
☐ ~~OneCare Connect~~  
☐ PACE  
☒ Administrative

## I. PURPOSE

This policy outlines ~~CalOptima's~~ CalOptima Health's guidelines for hiring of relatives.

## II. POLICY

A. CalOptima Health shall not discriminate in its employment and personnel actions with respect to its employees. Hiring and applicants promotion decisions are competitive, based on the basis of merit, and are not made with regard to political affiliation, race, color, religion, creed, ancestry, national origin, sex (pregnancy or gender), sexual orientation, gender identity and expression, medical condition, genetic information, marital or family status, age (forty (40) and over), mental and physical disability, military or veteran status, or other protected characteristics or activities.

Notwithstanding this policy, CalOptima Health retains the right to refuse to appoint a person to a position in the same department or division, wherein ~~his or her~~ their relationship to another employee has the potential for creating serious conflicts, a conflict of interest (direct or indirect), or an adverse impact on supervision, safety, security, or employee morale.

## III. PROCEDURE

A. CalOptima Health shall consider the hiring of relatives, or non-relatives of the same residence (housemate), only if (1) the applicant will not be working directly for, or directly supervising, an existing employee, or (2) a determination can be made by the department head, with concurrence by the Chief Human Resources ~~Director~~ Officer, that a potential for adverse impact on supervision, safety, security, or employee morale does not exist. Supervising means having authority in the interest of CalOptima Health to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them.

B. If the relationship is established after the employees' employment with CalOptima Health has commenced (e.g., two (2) existing employees marry, or become housemates or relatives), and a determination has been made that the potential for adverse impact does exist, the department head in conjunction with the Human Resources ~~Director~~ Department, shall make reasonable efforts to minimize problems of supervision, safety, security, or morale, through reassignment of duties, relocation, or transfer to another position for which one (1) of the employees is qualified, if such position is available. If no reassignment or transfer is practical, CalOptima Health will terminate one (1) of the employees from employment. The decision as to which employee will be reassigned,

transferred, or terminated will be at the discretion of CalOptima Health with consideration of CalOptima's CalOptima Health's business needs. In certain situations, and at CalOptima's CalOptima Health's sole discretion, CalOptima Health may provide the employees with an opportunity to decide which employee shall be reassigned, transferred, or terminated from employment. If the employees do not make a decision within thirty (30) business days, CalOptima Health shall automatically reassign or transfer one (1) of the employees, if practical, or terminate one (1) of the employees from employment.

- C. This policy applies to individuals who are related by birth, marriage, adoption, domestic partner status, or legal guardianship including, but not limited to, the following relationships: spouse, ~~child~~; registered domestic partner; biological, adopted, step-children, or foster child; biological, adopted, step or foster parent, step-parent, legal guardian; siblings, including step brother and step sister; grandparent; grandchild; brother, sister, half brother, half sister, aunt, uncle, niece, nephew, parent; parents-in-law, daughter, siblings-in-law, son, or child-in-law, brother-in-law, and sister-in-law. (collectively, "relatives"). In implementing this Policy, an applicant may be asked to state whether ~~he or she has~~ they have a relative, or housemate, presently employed by CalOptima Health, but such information may not be used as a basis for an employment decision except as stated herein.

#### IV. ATTACHMENT(S)

Not Applicable

#### V. REFERENCE(S)

- ~~A. CalOptima Employee Handbook~~  
~~B.A.~~ Government Code, §12920 *et seq.*

#### VI. REGULATORY AGENCY APPROVAL(S)

None to Date

#### VII. BOARD ACTION(S)

| Date       | Meeting   |
|------------|---|
| 05/01/2014 | Regular Meeting of the CalOptima Board of Directors               |
| 12/01/2016 | Regular Meeting of the CalOptima Board of Directors               |
| 09/06/2018 | Regular Meeting of the CalOptima Board of Directors               |
| <u>TBD</u> | <u>Regular Meeting of the CalOptima Health Board of Directors</u> |

#### VIII. REVISION HISTORY

| Action         | Date       | Policy         | Policy Title               | Program(s)            |
|----------------|------------|----------------|----------------------------|-----------------------|
| Effective      | 02/01/2014 | GA.8051        | Hiring of Relatives        | Administrative        |
| Revised        | 12/01/2016 | GA.8051        | Hiring of Relatives        | Administrative        |
| Revised        | 09/06/2018 | GA.8051        | Hiring of Relatives        | Administrative        |
| Revised        | 03/01/2021 | GA.8051        | Hiring of Relatives        | Administrative        |
| <u>Revised</u> | <u>TBD</u> | <u>GA.8051</u> | <u>Hiring of Relatives</u> | <u>Administrative</u> |

|   |                     |
|---|---------------------|
| 1 | <b>IX. GLOSSARY</b> |
| 2 |                     |
| 3 | Not Applicable      |
| 4 |                     |

For 20231102 BOD Review Only



Policy: GA.8051  
Title: **Hiring of Relatives**  
Department: Human Resources  
Section: Not Applicable

CEO Approval: /s/

Effective Date: 02/01/2014  
Revised Date: TBD

Applicable to: ☐ Medi-Cal  
☐ OneCare  
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- B. If the relationship is established after the employees' employment with CalOptima Health has commenced (*e.g.*, two (2) existing employees marry, or become housemates or relatives), and a determination has been made that the potential for adverse impact does exist, the department head in conjunction with the Human Resources Department, shall make reasonable efforts to minimize problems of supervision, safety, security, or morale, through reassignment of duties, relocation, or transfer to another position for which one (1) of the employees is qualified, if such position is available. If no reassignment or transfer is practical, CalOptima Health will terminate one (1) of the employees from employment. The decision as to which employee will be reassigned, transferred, or terminated will be at the discretion of CalOptima Health with consideration of CalOptima Health's business needs. In certain situations, and at CalOptima Health's sole discretion, CalOptima Health may provide the employees with an opportunity to decide which employee shall be reassigned,

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#### IV. ATTACHMENT(S)

Not Applicable

#### V. REFERENCE(S)

A. Government Code, §12920 *et seq.*

#### VI. REGULATORY AGENCY APPROVAL(S)

None to Date

#### VII. BOARD ACTION(S)

| Date       | Meeting  |
|------------|--|
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| Revised   | 09/06/2018 | GA.8051 | Hiring of Relatives | Administrative |
| Revised   | 03/01/2021 | GA.8051 | Hiring of Relatives | Administrative |
| Revised   | TBD        | GA.8051 | Hiring of Relatives | Administrative |

|   |                     |
|---|---------------------|
| 1 | <b>IX. GLOSSARY</b> |
| 2 |                     |
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For 20231102 BOD Review Only

# **CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL**

**Action To Be Taken November 2, 2023**

**Regular Meeting of the CalOptima Health Board of Directors**

## **Report Item**

17. Approve New Medi-Cal Long Term Care Facility Services Contract Template for Intermediate Care Facility Services

## **Contacts**

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

Michael Gomez, Executive Director, Network Operations (714) 347-3292

## **Recommended Actions**

Approve new Medi-Cal Long Term Care (LTC) Facility Services Contract template for the LTC Intermediate Care Facility/Home for Individuals with Developmental Disabilities Program (ICF/DD), effective January 1, 2024.

## **Background and Discussion**

The ICF/DD living arrangement is a Medi-Cal covered service offered to individuals with intellectual and developmental disabilities. The Medi-Cal program provides ICF/DD services statewide through either a fee-for-service (FFS) or managed care delivery model, with coverage type depending on the member's county of residence. One of the CalAIM program's goals is to reduce complexity and increase flexibility of the Medi-Cal program through benefit standardization. To this end, the Department of Health Care Services (DHCS) issued All Plan Letter 23-023: Intermediate Care Facilities for Individuals with Developmental Disabilities – Long Term Care Benefit Standardization and Transition for Members to Managed Care, as guidance for benefit standardization of the ICF/DD benefit. As a result, managed care plans (MCPs) will be required to provide ICF/DD benefits as a "carve-in" benefit statewide as well as have contracts with ICF/DD providers, effective January 1, 2024.

APL 23-023 further requires MCPs to maintain an adequate ICF/DD network, adhere to DHCS' Population Health Management Guide requirements, provide appropriate levels of care coordination, and provide all medically necessary covered services, including home, professional, ancillary, and transportation services. ICF/DD networks must include a minimum of one of each ICF/DD provider type within California: ICF/DD (Developmentally Disabled) Homes, ICF/DD-H (Habilitative) Homes, and ICF/DD-N (Nursing) Homes, licensed and certified by the California Department of Public Health. MCP's should make an effort to contract with ICF/DD homes in their county wherever possible and continue building up and improving their network through regular assessment of member utilization and other data.

DHCS requires that MCPs contract with at least one of each ICF/DD provider type on or before January 1, 2024, and report contracting status to DHCS. In preparation for contract requirements under APL 23-023, staff has developed the attached Medi-Cal LTC Facility Services Contract template to be utilized with current and prospective providers for carve-in ICF/DD benefits. CalOptima Health currently works with 64 ICF-DD facilities caring for 630 members. Prior to APL 23-023, provider agreements were not required for provision of ICF-DD benefits to members. Services rendered to members have been submitted to CalOptima Health for reimbursement as authorized FFS LTC claims,

which CalOptima Health has been paying at 100% of the Medi-Cal standard fee schedule. The proposed contract largely memorializes the same manner of service provision and compensation with the addition of certain ICF/DD-specific requirements and attachments detailing ICF/DD covered services and compensation. ICF/DD-specific provisions include, but are not limited to:

- Requiring ICF/DD claims to be submitted to CalOptima Health within six (6) months of the services date(s).
- Per-diem coverage of authorized services to be reimbursed at 100% of the Medi-Cal Fee Schedule.
- CalOptima Health outreach, education, and support to ICF/DD providers for claims submissions.
- The provision of Long-Term Support Services liaisons to assist with care transitions.
- ICF/DD facility subcontracting requirements.
- Training requirements ensuring ICF/DD facilities enforce annual diversity, health equity, cultural competency, and sensitivity training for employees.
- Authorization of services for a period of up to two (2) years.
- Bed holds for members who temporarily need to be transferred to other care settings.

Staff requests Board approval of the attached draft Medi-Cal LTC Facility Services Contract template to ensure that CalOptima Health maintains compliance with DHCS requirements under APL 23-023 and network adequacy for ICF/DD services.

### **Fiscal Impact**

Funding for projected medical expenses related to ICF/DD services is a budgeted item under the CalOptima Health Fiscal Year 2023-24 Operating Budget.

### **Rationale for Recommendation**

Approval of the attached draft ICF/DD services contract template will ensure compliance with APL 23-023 and the maintenance of an adequate ICF/DD provider network.

### **Concurrence**

James Novello, Outside General Counsel, Kennaday Leavitt

### **Attachments**

1. Draft Long Term Care Facility Services Contract Template for Intermediate Care Facilities
2. DHCS All Plan Letter Intermediate Care Facilities for Individuals with Developmental Disabilities – Long Term Care Benefit Standardization and Transition for Members to Managed Care (APL 23-023)

/s/ Michael Hunn  
**Authorized Signature**

10/27/2023  
**Date**

# **LONG TERM CARE FACILITY SERVICES CONTRACT**

**between**

**ORANGE COUNTY HEALTH AUTHORITY DBA CAL OPTIMA HEALTH**

**and**

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## LONG TERM CARE FACILITY SERVICES CONTRACT

This Long Term Care Facility Services Contract (“**Contract**”) is effective [insert effective date], (the “**Effective Date**”) by and between Orange County Health Authority, a public agency dba CalOptima Health, the county organized health system for the County of Orange, California (“**CalOptima**”) and, <Facility’s Name> (“**Facility**”), a California corporation, at <Facility’s Address>. CalOptima and Facility may each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

### RECITALS

- A. CalOptima is a County Organized Health System formed pursuant to California Welfare and Institutions Code § 14087.54 and Orange County Ordinance No. 3896, as amended by Ordinance No. 00-8.
- B. CalOptima contracts with the State of California, acting by and through the Department of Health Care Services (“**DHCS**”), and the U.S. Department of Health and Human Services (“**HHS**”), acting through the Centers for Medicare & Medicaid Services (“**CMS**”), to furnish health care services to beneficiaries who are enrolled in CalOptima OneCare (a dual eligible special needs Medicare Advantage Plan), Medi-Cal, MSSP, and PACE programs (“**Programs**”).
- C. Facility is licensed in accordance with the requirements of Chapter 2, Division 2, California Health and Safety Code §§ 1250 *et seq.* and the regulations promulgated thereunder, is currently certified under Title XIX of the Federal Social Security Act (Title XIX), and is equipped, staffed and prepared to provide Medi-Cal Covered Services.
- D. CalOptima desires to engage Facility to furnish, and Facility desires to furnish, certain items and services to Members as described herein. CalOptima and Facility 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

Capitalized words or phrases not otherwise defined in this Contract shall have the meanings set forth below:

- 1.1 “**Agent**” means a person who has the authority to obligate or act on behalf of Facility, CalOptima, or a Regulator.
- 1.2 “**Authorization**” or “**Authorized**” means the written or telephonic approval of CalOptima or its delegate for the provision or referral of Covered Services, other than Emergency Services, in accordance with CalOptima Policies and this Contract.
- 1.3 “**CalOptima Policies**” means the policies and procedures established by CalOptima relevant to this Contract, including those set forth in CalOptima’s Provider Manual, provider newsletters, or other written communications to providers, as amended from time to time at the sole discretion of CalOptima. CalOptima Policies include network management, quality management, utilization

review, credentialing, peer review, claims billing and reimbursement, member rights and responsibilities, and grievances and appeals.

- 1.4 “**CCR**” means the California Code of Regulations.
- 1.5 “**CFR**” means the Code of Federal Regulations.
- 1.6 “**Claim**” means (i) a bill for services, (ii) a line item of service, or (iii) all services for one Member within a bill.
- 1.7 “**Clean Claim**” means a “Complete Claim,” under 28 CCR § 1300.71(a)(2) that also complies with the terms of this Contract and CalOptima Policies.
- 1.8 “**COB**” refers to the coordination of benefits determinations of the order of financial responsibility that applies when two or more health benefit plans provide coverage of items and services for an individual.
- 1.9 “**COD**” means a direct program CalOptima administers for Members not enrolled in a Health Network. COD consists of two components:
  - 1.9.1 COD who are assigned to a Community Network in accordance with CalOptima Policies.
  - 1.9.2 “**COD-Administrative**” provides services to Members who reside outside of CalOptima’s service area, are transitioning into a Health Network, have a Medi-Cal SOC, or are eligible for both Medicare and Medi-Cal.
- 1.10 “**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 (“PCPs”) as their medical home, and their care is coordinated through the PCP.
- 1.11 “**Compliance Program**” means the program (including 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 CalOptima’s Board of Directors, employees, contractors, and providers comply with Laws and ethical standards. The Compliance Program includes CalOptima’s fraud, waste and abuse plan.
- 1.12 “**Covered Services**” means those Medically Necessary skilled nursing facility services, intermediate care facility services, intermediate care facility/developmentally disabled/habilitative services, or subacute services covered in the facility payment rate as defined in California Code of Regulations, Title 22, Division 3 that a Member is entitled to receive under the Member’s Program and are identified in Attachment A. Covered Services must generally be Authorized in accordance with CalOptima’s Policies, including its utilization management program, except for Emergency Services.
- 1.13 “**DHCS Contract**” means the contract between CalOptima and DHCS under which CalOptima arranges for the provision of Covered Services to Medi-Cal beneficiaries.
- 1.14 “**Emergency Services**” has the same meaning as defined in 42 CFR §§ 422.113(b) and 438.114(a).

- 1.15 **“Encounter Data”** means the record of a Member receiving any items(s) or service(s) provided through Medicaid under a prepaid, capitated, or any other risk basis payment methodology submitted to CMS. The Encounter Data records shall incorporate HIPAA security, privacy, and transaction standards and be submitted in ASCX12N 837 or any successor format required by Regulators.
- 1.16 **“Government Contract(s)”** means the 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 Program.
- 1.17 **“Health Network”** means a physician group, physician-hospital consortium or health care service plan, such as an HMO, that is contracted with CalOptima to provide items and services to non-COD Members on a capitated basis.
- 1.18 **“Laws”** means any local, State, or federal statute, regulation, rule, or executive or agency order applicable to this Contract, including Regulators’ operational and other instructions related to the coverage, payment, and/or administration of Programs.
- 1.19 **“Licenses”** means all licenses, certifications, accreditations, and permits that Facility is required to have in order to participate in the Programs and furnish the items and/or services under this Contract.
- 1.20 **“Long Term Care Authorization Unit”** means the CalOptima staff designated to process requests for authorization of Covered Services.
- 1.21 **“Medi-Cal”** is the Medicaid program for the State (i.e., the program authorized by Title XIX of the Federal Social Security Act and the regulations promulgated thereunder).
- 1.22 **“Medically Necessary”** or **“Medical Necessity”** means reasonable and necessary Covered 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 22 CCR § 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 includes the standards in 42 USC § 1396d(r) and Welfare & Institutions Code § 14132(v)Welfare & Institutions Code § 14059.5.
- 1.23 **“Medicare”** means the federal health insurance program defined in Title XVIII of the Federal Social Security Act and regulations promulgated thereunder.
- 1.24 **“Member”** means any person who is eligible to receive Covered Services and is enrolled in a Program.
- 1.25 **“Memoranda of Understanding”** or **“MOU”** means an agreement between CalOptima and an external agency that delineates responsibilities for coordinating care for Members.
- 1.26 **“Overpayment”** means a payment Facility receives that, after applicable reconciliation, Facility is not entitled to receive or retain pursuant to Laws, Government Contracts, and/or this Contract.

- 1.27 **“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.
- 1.28 **“Participation Status”** means whether a person or entity is or has been suspended, precluded, or excluded from participation in federal and/or state health care programs and/or felony conviction as specified in CalOptima’s Compliance Program and CalOptima Policies.
- 1.29 **“Preclusion List”** means the CMS-compiled list of providers and prescribers who are precluded from receiving payment for MA items and services or Part D drugs furnished or prescribed to Medicare beneficiaries.
- 1.30 **“Program(s)”** means any of the following programs administered by CalOptima: Medi-Cal, OneCare, MSSP, or PACE Programs. Facility participates in the specific Program(s) identified in Attachment A.
- 1.31 **“Regulators”** means those government agencies that regulate and oversee CalOptima, including the HHS Inspector General, CMS, DHCS, the California Department of Managed Health Care (“DMHC”), the Comptroller General, and other government agencies that have authority to set standards and oversee the performance of the Parties.
- 1.32 **“SOC”** means the share of cost the Member owes as part of receiving Covered Services, including co-payments, and deductibles.
- 1.33 **“State”** means the State of California.
- 1.34 **“Subcontract”** means a contract entered into by Facility or a Subcontractor with a Subcontractor regarding Facility’s obligations under this Contract to the extent permitted under this Contract.
- 1.35 **“Subcontractor”** means a person or entity who has entered into a Subcontract with Facility.

## ARTICLE 2 FUNCTIONS AND DUTIES OF FACILITY

- 2.1 Covered Services.
- 2.1.1 Facility shall furnish Covered Services to Members that are Authorized by CalOptima (except for Emergency Services, which do not require Authorization), subject to the availability of appropriate skilled nursing facility services, intermediate care facility services, subacute care services, and/or intermediate care facility/developmentally disabled/habilitative services. Specific Covered Services are outlined in Attachment A.
- 2.1.2 Admission of Members to Facility for Covered Services shall be based upon the severity of medical need and the availability of skilled nursing facility services, intermediate care facility services, subacute care services, intermediate care facility/developmentally disabled/habilitative services, and/or and contingent upon approval by CalOptima’s Long Term Care Authorization Unit. Admission to Facility shall be initiated by the Member’s primary care physician (“PCP”) or designee, or a Medi-Cal certified physician. Facility shall accept and retain only those Members for whom it can provide adequate care.

- 2.1.3 Throughout the Term, Facility shall maintain its facilities, equipment, staffing, and the quality and quantity of its services and personnel in accordance with the requirements of this Contract, Laws, Government Contracts, and CalOptima Policies.
- 2.2 Licensure and Qualifications.
- 2.2.1 Facility represents and warrants that it has, and shall maintain during the Term, all valid and active Licenses necessary to render Covered Services in accordance with the California Health and Safety Code and the applicable licensing regulations in Title 22, Division 5 of the CCR. If Facility receives written notice (1) from the State that the State intends to revoke or suspend or has revoked or suspended Facility's license; (2) from CMS that CMS intends to revoke or has revoked Facility's certification; or (3) from the State, DHCS, and/or CMS that either will impose or has imposed suspension of admissions or denial of payment for new or all admissions, Facility shall notify CalOptima of the receipt of such notice by the close of business of the next business day following Facility's receipt of such notice. Upon notice, Facility shall treat all Members consistent with other Medi-Cal residents in Facility, including directives from DHCS on discharging planning and reimbursement rates.
- 2.2.2 CalOptima may impose corrective action plans, terminate this Contract, and/or take other appropriate action in accordance with this Contract and CalOptima Policies based on the action taken by DHCS and/or CMS. Facility shall comply with all directives, requirements and/or obligations imposed by DHCS and/or CMS (and Laws) related to continuity of care and discharge/transfer of Members in such cases. CalOptima may take any other action that is consistent with, and/or required by, such State and/or federal action.
- 2.3 Regulatory Approvals. Facility represents and warrants that it has, and shall maintain during the Term, applicable Medi-Cal and Medicare provider and/or supplier numbers necessary to perform its obligations under this Contract.
- 2.4 Good Standing. Facility represents and warrants that it is, and shall remain during the Term, in good standing with State licensing boards applicable to its business, DHCS, CMS, and the HHS Officer of Inspector General, as applicable. Facility agrees to furnish CalOptima all correspondence with and notices from these agencies regarding investigations or the issuance of criminal, civil, and/or administrative sanctions (threatened or imposed) related to licensure, fraud, and abuse (execution of grand jury subpoena, search and seizure warrants, etc.), and/or Participation Status.
- 2.5 Eligibility Verification. Facility shall verify a Member's eligibility for the Program benefits upon admission of a Member and on at least a monthly basis thereafter. For Medi-Cal Members, Facility shall use the DHCS eligibility system (AEVS, POS or Internet-based). For Members SOC obligations, Facility shall collect SOC in accordance with CalOptima Policies and Laws.
- 2.6 Notices and Citations. Facility shall notify CalOptima in writing of any report or other writing from any State or federal agency or accreditation organization that contains a citation, sanction and/or disapproval of Facility's failure to meet any material requirement of State or Federal law or any material standards of an accreditation organization.

- 2.7 Professional Standards. All Covered Services under this Contract shall be provided or arranged by duly licensed, certified, or otherwise authorized professional personnel in a manner that (i) meets the cultural and linguistic requirements of this Contract, Laws, Government Contracts, and CalOptima Policies; (ii) within professionally recognized standards of practice at the time of treatment; and (iii) in accordance with the provisions of CalOptima's utilization management ("UM") program.
- 2.8 Marketing Guidelines. Facility shall comply with CalOptima's marketing guidelines as relevant to the applicable Programs(s) and marketing Laws.
- 2.9 Disclosure of Provider Ownership. Facility shall provide CalOptima with the following information in Attachment D, as applicable: (i) names of all officers of Facility's governing board; (ii) names of all owners of Facility; (iii) names of stockholders owning more than five percent (5%) of the stock issued by Facility; and (iv) names of major creditors holding more than five percent (5%) of the debt of Facility. Facility shall notify CalOptima immediately of any changes to the information included by Facility in Attachment D.
- 2.10 Provider Agreement to Extend Terms and Rates. Facility agrees to extend to Health Networks the same terms contained in this Contract, including rates, for Covered Services provided to Members enrolled in Health Networks. Facility agrees to contract with a Health Network upon the request of a Health Network.
- 2.11 CalOptima QMI Program. Facility acknowledges and agrees that CalOptima is accountable for the quality of care furnished to its Members in all settings, including services furnished by Facility. Facility, when reasonable and within capability of Facility, is subject to the requirements of CalOptima's quality management and improvement ("QMI") program and shall participate in the QMI program as required by CalOptima. Such activities may include the provision of requested data and the participation in assessment and performance audits and projects (including those required by Regulators) that support CalOptima's efforts to measure, continuously monitor, and evaluate the quality of items and services furnished to Members. Facility shall cooperate with CalOptima and Regulators in any complaint, appeal, or other review of Covered Services (e.g., Medical Necessity) and shall accept as final all decisions regarding disputes over Covered Services by CalOptima or such Regulators, as applicable, and as required under the Program. Facility shall also allow CalOptima to use performance data for quality and reporting purposes, including quality improvement activities, public reporting to consumers, and performance data reporting to Regulators, as identified in CalOptima Policies.
- 2.12 CalOptima Oversight. CalOptima is responsible for the monitoring and oversight of all duties of Facility under this Contract, and CalOptima has the authority and responsibility to: (i) implement, maintain and enforce CalOptima Policies governing Facility's duties under this Contract and/or governing CalOptima's oversight role; (ii) conduct audits, inspections and/or investigations in order to oversee Facility's performance of duties described in this Contract; (iii) require Facility to take corrective action if CalOptima or a Regulator determines that corrective action is needed with regard to any Facility duty under this Contract; and/or (iv) revoke the delegation of any duty, if Facility fails to meet CalOptima standards in the performance of that duty. Facility shall cooperate with CalOptima in its oversight efforts and shall take corrective action as CalOptima determines necessary to comply with Laws and/or CalOptima Policies.

- 2.13 Transfer of Care. Upon request by a Member, Facility shall assist in the orderly transfer of Member's care to another provider. In doing so, Facility shall make available to the new provider copies of medical records, patient files, and other pertinent information, including information maintained by any Subcontractor, necessary for the efficient case management of Members. In no circumstance shall a Member be billed for this service.
- 2.14 Linguistic and Cultural Sensitivity Services. Facility shall comply with CalOptima Policies and Laws related to linguistic and cultural sensitivity. CalOptima will provide cultural competency, sensitivity, and diversity training. Facility 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. Facility shall in its policies, administration, and services: (i) honor Members' beliefs, traditions, and customs; (ii) recognize individual differences within a culture; (iii) create an open, supportive, and responsive organization in which differences are valued, respected and managed; and (iv) through cultural diversity training, foster in Facility staff attitudes and interpersonal communication styles that respect Members' cultural backgrounds. Facility shall fully cooperate with CalOptima in the provision of cultural and linguistic services provided by CalOptima for Members receiving services from Facility. Facility shall provide translation of written materials in the threshold languages identified by CalOptima at no higher than the sixth (6<sup>th</sup>) grade reading level.
- 2.15 Provision of Interpreters. Facility shall provide translation and interpreter services Members as necessary to ensure effective communication regarding treatment, diagnosis, medical history and health education. Facility shall provide Members with access to interpreter services seven (7) days per week, twenty-four (24) hour per day. Upon a Member's or provider's request for interpreter services in a situation where care is needed, Facility shall make all reasonable efforts to provide an interpreter in time to assist adequately with all necessary Covered Services, including urgent care services and Emergency Services. Facility shall routinely document all such efforts and make such documentation shall be available to CalOptima upon request.
- Interpreters shall be used where needed and where technical, medical, or treatment information is to be discussed. Facility shall not require a Member to use friends or family as interpreters. However, a family member or friend may be used when the use of the family member or friend: (i) is requested by a Member; (ii) will not compromise the effectiveness of service; (iii) will not violate a Member's confidentiality; and (iv) Member is advised that an interpreter is available at no cost to the Member. Facility shall maintain a contract with an interpreter service agency who is on "on call" status to provide interpreter services. Facility shall comply with language assistance standards developed pursuant to Health & Safety Code § 1367.04.
- 2.16 CalOptima's Compliance Program and Other Guidance. Facility and its employees, board members, owners, and/or Subcontractors furnishing services under this Contract ("**Facility's Agents**") shall comply with the requirements of the Compliance Program, including CalOptima Policies, as may be amended from time to time. CalOptima shall make its Compliance Program and Code of Conduct available to Facility, and Facility shall make them available to Physician's Agents.
- 2.17 Equal Opportunity. Facility 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. Facility, 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 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. As applicable, Facility and its Subcontractors will comply with all provisions of and furnish and post 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.

Facility and its Subcontractors will permit access to their books, records, and accounts by DHCS and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

If Facility or its Subcontractors do not comply with the provisions herein or with any applicable federal rules, regulations, or orders referenced herein, CalOptima may cancel, terminate, or suspend this Contract in whole or in part, and Facility 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 and remedies provided under Laws.

Facility 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 or other Laws. Facility and its Subcontractors will take such action with respect to any subcontract or purchase order as directed by the Director of the Office of Federal Contract Compliance Programs or DHCS as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that if Facility and its Subcontractors become involved in or are threatened with litigation by a Subcontractor or vendor as a result of such direction by DHCS, Facility and its Subcontractors may request in writing to DHCS, which, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

- 2.18 Compliance with Applicable Laws and Policies. Facility shall observe and comply with all Laws. Facility understands and agrees that payments made by CalOptima are, in whole or in part, derived from federal funds, and therefore Facility and any Subcontractor are subject to certain laws that are applicable to individuals and entities receiving federal funds. Facility 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, and the Age Discrimination Act of 1975, the Americans with Disabilities Act ("ADA"), and to require any Subcontractor to comply accordingly. Facility also shall comply with all applicable CalOptima Policies. Facility agrees to include the requirements of this section in its Subcontracts.
- 2.19 No Discrimination (Employees). During the performance of this Contract, Facility 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, and Acquired Immune Deficiency Syndrome), mental disability, medical condition, marital status, age (over 40), gender or the use of family and medical care leave and pregnancy disability leave. Facility and Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Facility and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900 *et seq.*) and the applicable regulations promulgated thereunder (2 CCR § 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 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. Facility 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.

- 2.20 No Discrimination (Member). Neither Facility 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 § 2000d (race, color, national origin); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) (nondiscrimination under Federal grants and programs); 45 CFR Part 84 (nondiscrimination on the basis of handicap in programs or activities receiving Federal financial assistance); 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); 45 CFR Part 91 and the Age Discrimination Act of 1975 (nondiscrimination based on age); as well as Government Code § 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: (i) denying any Member any Covered Services or availability of Facility, (ii) 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, (iii) subjecting a Member to segregation or separate treatment in any manner related to the receipt of any Covered Service, (iv) restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any Covered Service, or (v) 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. Facility 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-Members. Facility 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 Tay-Sachs trait, sickle cell trait, thalassemia trait, and X-linked hemophilia. Facility shall act upon all complaints alleging discrimination against Members in accordance with

CalOptima's Policies. Facility shall include the nondiscrimination and compliance provisions of this clause in all Subcontracts.

- 2.21 Reporting Obligations. In addition to any other reporting obligations under this Contract, Facility shall submit such reports and data relating to services covered under this Contract as are required by CalOptima including to comply with the requests from Regulators.
- 2.22 Subcontract Requirements. If permitted by the terms of this Contract and prior approved in writing by CalOptima, Facility may subcontract certain functions covered by this Contract, subject to the requirements of this Contract. Subcontracts shall not terminate the legal liability of Facility under this Contract. Facility must ensure that all Subcontracts are in writing, bind Subcontractors to all applicable provisions under this Contract, and incorporate all required provisions under this Contract or applicable Government Contracts. Any Facility obligation under this Contract shall be deemed to include applicable Subcontractors. Facility shall make all Subcontracts available to CalOptima or its Regulators upon request. Facility is required to inform CalOptima of the name and business addresses of all Subcontractors. Additionally, Facility shall require that all Subcontracts relating to the provision of Covered Services include provisions requiring the Subcontractor to do the following:
- 2.22.1 Make all books and records related to this Contract available at all reasonable times for inspection, examination, or copying by CalOptima or Regulators in accordance with Government Contract requirements and Laws.
- 2.22.2 Maintain such books and records (i) in accordance with the general standards applicable to such books and records and any record requirements in this Contract, Laws, Government Contracts, or CalOptima Policies; (ii) at the Subcontractor's place of business or at such other mutually agreeable location in California.
- 2.22.3 Comply with all Laws with respect to providing and paying for Emergency Services.
- 2.22.4 Notify Facility of any investigations into Subcontractors' professional conduct or any suspension of or comment on a Subcontractor's Licenses, whether temporary or permanent.
- 2.22.5 Comply with the Compliance Program.
- 2.22.6 Comply with Member financial and hold harmless protections in this Contract and Laws.
- 2.23 Fraud and Abuse Reporting. Facility shall report to CalOptima all cases of suspected fraud and/or abuse, as defined in 42 CFR § 455.2, relating to the rendering of Covered Services, whether the cases relate to Facility, Facility's employees, Subcontractors, and/or Members within five (5) working days of the date when Facility first becomes aware of or is on notice of such activity.
- 2.24 Participation Status. Facility shall have policies and procedures in place to verify the Participation Status Facility's Agents. In addition, Facility represents and warrants that:
- 2.24.1 Facility and Facility's Agents shall meet CalOptima's Participation Status requirements at all times during Term.

- 2.24.2 Facility shall immediately disclose to CalOptima any pending investigation involving, or any determination of, suspension, exclusion or debarment from a State or federal program of Facility or Facility's Agents occurring and/or discovered during the Term.
- 2.24.3 Facility shall take immediate action (i) to prevent any Provider's Agent that does not meet Participation Status requirements from furnishing items or services related to this Contract to Members, and (ii) take any other actions required by Regulators, Government Contracts, and/or Laws.
- 2.24.4 Facility ensures the obligations of this Section 2.24 are included in all Subcontracts.
- 2.24.5 CalOptima shall not make payment for an item or service furnished by an individual or entity that does not meet Participation Status requirements or is included on the Preclusion List. Facility 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 Laws.
- 2.25 Credentialing and Recredentialing. Prior to providing any Covered Services under and throughout the Term, Facility and all Subcontractors, shall be credentialed and periodically recredentialed by CalOptima and fully cooperate with CalOptima credentialing and recredentialing procedures as required by CalOptima Policies, Government Contracts, and Laws.
- 2.26 Physical Access for Members. Facility and its Subcontractors shall comply with the requirements of Title III of the ADA, and Facility and its Subcontractors shall ensure access for the disabled, which includes compliance with the ramps, elevators, restrooms, designated parking spaces, and drinking water requirements under the ADA.
- 2.27 Smoke Free Workplace. Public Law 103-227, also known as the Pro-Children Act of 1994 ("**Pro Children 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 Facilities 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, Facility 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. Facility further agrees that it will insert this certification into any Subcontracts entered into that provide for children's services, as described in the Pro Children Act.
- 2.28 CLIA Laboratories. Facility 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. Facility shall ensure those laboratories with certificates of waiver 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.

- 2.29 Member Rights. Facility shall ensure that each Member's rights, as set forth in Laws, Government Contracts, and CalOptima Policies, are fully respected and observed. Facility will not retaliate or take any adverse action against a Member for exercising the Member's rights.
- 2.30 Electronic Transactions. Facility shall use best efforts to participate in electronic transactions with CalOptima, including electronic claims submission, verification of eligibility, and enrollment, and submit electronic prior authorization transactions in accordance with CalOptima Policies
- 2.31 Advance Directives. Facility shall maintain written policies and procedures related to Advance Directives and document patient records with respect to the existence of an Advance Directive in compliance with Laws. Facility shall not discriminate against any Member based on the Member's Advance 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. For purposes of this section, "**Advance Directive**" means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law.
- 2.32 Facility Terminations. If a Subcontract terminates, Facility shall ensure that there is no disruption in services provided to Members.
- 2.33 Government Claims Act. Subject to Section 9.13, Facility shall ensure that Facility and Facility's Agents comply with the applicable provisions of the Government Claims Act (California Government Code §§ 900 *et seq.*).
- 2.34 Certification of Document and Data Submissions. All data, information, and documentation provided by Facility to CalOptima pursuant to this Contract shall be accompanied by a certification statement on Facility's letterhead signed by Facility'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.
- 2.35 Consumer Information Posting. Facility and its Subcontractors shall adopt and make available to or post in a conspicuous place a written policy for Members' rights as required for the provider type in accordance with requirements of CCR Title 22, Division 5. Procedures for resolving a Member's complaint involving Member rights may be combined with the grievance procedures specified in Article 8 of this Contract.
- 2.36 Emergency Services. Facility shall seek Emergency Services for Members when Medically Necessary. Facility shall not be responsible for the payment, quality, or use of Emergency Services by Members.
- 2.37 Disaster Plans. Facility shall develop plans for internal and external disasters in compliance with 22 CCR, Division 5.
- 2.38 Facility Member Transfer. When necessary for Facility to transfer Members from Facility, Facility shall facilitate the transfer of Members to another facility contracted with CalOptima to provide

Covered Services. If space is available and Facility can furnish the appropriate Covered Services, Facility shall admit a Member when it receives a request to transfer the Member to Facility from CalOptima, a Health Network, or a non-contracted facility.

- 2.39 Compliance with MOUs. Facility agrees to comply with and be bound by any and all applicable MOUs entered into by CalOptima.
- 2.40 Corrective Action Plan. CalOptima may require Facility to comply with and Facility shall comply with a Corrective Action Plan (“CAP”) if any report, audit, survey, site review or investigation indicates that Facility or any Subcontractor is not in compliance with any provision of this Contract. CalOptima will require a CAP if it receives a substantiated complaint or grievance related to the standard of care provided by Facility or any Subcontractor. CalOptima shall issue a written notice of deficiency and shall require that Facility submit a CAP within thirty (30) calendar days following the date of notice unless otherwise stated in the notice. The CAP shall include the time and manner in which Facility will correct the deficiency. CAPs are subject to approval by CalOptima and may be approved as submitted, accepted with specific modifications, or rejected. CalOptima may extend or reduce the time allowed for completion of the CAP, depending upon the nature of the deficiency.

### **ARTICLE 3 FUNCTIONS AND DUTIES OF CALOPTIMA**

- 3.1 Payment. CalOptima shall pay Facility for Covered Services provided to Members as provided in CalOptima Policies and Attachment B. Facility agrees to accept the compensation set forth in Attachment B as payment in full from CalOptima for all services rendered under this Contract. Notwithstanding the foregoing, Facility may also collect other amounts (e.g., SOC's and/or third-party liability payments) where expressly authorized under the Program(s) and Laws. As applicable, Facility shall comply with 42 CFR § 422.504(g)(1)(iii) and agrees not hold Members liable for Medicare Part A and B cost-sharing amounts when the State is responsible for paying such amounts. For Medicare Part A and B cost-sharing amounts when the State is responsible for paying such amounts, Facility shall (i) accept CalOptima payment as payment in full, or (ii) bill the appropriate State source.
- 3.2 Service Authorization. CalOptima shall provide a written Authorization process for Covered Services pursuant to CalOptima Policies.
- 3.3 Limitation on CalOptima's Payment Obligations. Notwithstanding anything to the contrary contained in this Contract, CalOptima's obligation to pay Facility any amounts shall be subject to CalOptima's receipt of funding from federal and/or State governments.
- 3.4 Policies and Procedures Availability. CalOptima shall provide or make available to Facility copies of current CalOptima Policies relevant to the provisions of this Contract by the distribution of hard-copy documents, electronic files, or on the CalOptima website.
- 3.5 MOU Availability and Interpretation. CalOptima shall make available to Facility copies of current MOUs that are binding on Facility under Section 2.39 of this Contract by the distribution of hard-copy documents, electronic files, or on the CalOptima website. CalOptima shall provide or make

available to Facility interpretation of MOUs that are binding on Facility. Interpretation of MOUs will identify Facility's duties, obligations, and responsibilities.

- 3.6 Release of Performance Information and Data. Facility acknowledges and agrees that CalOptima may release to providers, Members and others, without further notice to Facility, information and data relating to Facility's performance that CalOptima determines would contribute to providers, Members, and others in evaluating their options and alternatives and/or making informed decisions regarding health care and the provision of Covered Services.

## **ARTICLE 4 PAYMENT PROCEDURES**

- 4.1 Billing and Claims Submission. Facility shall submit Claims for Covered Services in accordance with this Contract and CalOptima Policies applicable to the Claims submission process.
- 4.2 Prompt Payment. CalOptima shall make payments to Facility in the time and manner set forth in Attachment B, CalOptima Policies, and Laws.
- 4.3 Claim Completion and Accuracy. Facility shall be responsible for the completion and accuracy of all Claims submitted (whether on paper forms or electronically), including Claims submitted for Facility by other parties. Use of a billing agent does not abrogate Facility's responsibility for the truth and accuracy of the submitted information. A Claim may not be submitted before the delivery of service. Facility acknowledges that Facility 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 Facility notified of denial pursuant to CalOptima Policies and Laws.
- 4.5 Coordination of Benefits. Facility shall practice COB with other programs or entitlements recognizing where CalOptima is not the primary coverage, in accordance with Program requirements.
- 4.6 Member Financial Protections. Facility and its Subcontractors shall comply with Member financial protections as follows:
- 4.6.1 Facility agrees to indemnify and hold Members harmless from all efforts to seek compensation from Members for Covered Services that are CalOptima's payment responsibility under this Contract.
- 4.6.2 In no event, including nonpayment by CalOptima, CalOptima's or Facility's insolvency or breach of this Contract by CalOptima, shall Facility or any of its Subcontractors, bill, seek compensation, collect reimbursement from, or have any recourse against the State or any Member or person acting on the behalf of a Member for Covered Services pursuant to this Contract. Notwithstanding the foregoing, Facility may collect SOC, co-payments, and deductibles if, and to the extent, required under the Program and Laws.

- 4.6.3 This provision does not prohibit Facility or its Subcontractors from billing and collecting payment for non-Covered Services if Facility provides written notice to the Member prior to providing the services of what of what services are non-Covered Services and the cost of those non-Covered Services and the Member agrees to the payment in writing prior to the actual delivery of non-Covered Services. Facility must give a copy of such agreement to the Member and place in the Member's medical record prior to rendering such services.
- 4.6.4 Upon receiving notice of Facility's invoicing or balance billing a Member for the difference between Facility's billed charges and the reimbursement paid by CalOptima for any Covered Services, CalOptima may sanction Facility or take other action as provided in this Contract or allowed under Laws, including reimbursing the Member for such a balance bill and deducting the reimbursement amount from any payments otherwise owed to Facility.
- 4.6.5 This Section 4.6 shall survive the termination of this Contract, regardless of the cause giving rise to termination, and shall be construed to be for the benefit of the Members. This section shall supersede any oral or written contrary agreement now existing or hereafter entered into between Facility and its Subcontractors. Facility shall ensure the substance of this Section 4.6 is included in all Subcontracts.
- 4.7 Overpayments. Facility has an obligation to report any Overpayment identified by Facility or CalOptima and to repay such Overpayments to CalOptima within sixty (60) business days of identifying same.
- 4.8 Offset. If CalOptima determines that an Overpayment has occurred, CalOptima shall have the right to recover such amounts from Facility by offset from future amounts due from CalOptima to Facility under this Contract or any other arrangement between the Parties, after giving Facility notice and an opportunity to return/pay such amounts in accordance with Section 4.7, CalOptima Policies, and Laws, including the interest rates for untimely reimbursements, set forth in Health & Safety Code § 1371.1(a). This right to offset shall include:
- 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 who is subsequently determined to have not been eligible on the date of service.
- 4.8.3 Unpaid Conlan reimbursements owed by Facility 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 agrees to defend, indemnify and hold each other and the State harmless with respect to any claims, costs, damages and expenses, including reasonable attorneys' fees that 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 the Party under this Contract. This Section 5.1 shall survive the termination of this Contract.

- 5.2 Facility Professional Liability. Facility, at its sole cost and expense, shall ensure that it and Subcontractors maintain a professional liability insurance coverage with minimum per incident and annual aggregate amounts of at least \$1,000,000 per incident/\$3,000,000 aggregate per year.
- 5.3 Facility Commercial General Liability/Commercial Crime Liability/ Automobile Liability. Facility at its sole cost and expense shall maintain such policies of commercial general liability, commercial crime liability, and automobile liability insurance 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 (i) personal injuries or death occasioned in connection with the furnishing of any Covered Services hereunder, (ii) the use of any property of Facility, and (iii) activities performed in connection with the Contract, with minimum coverage of:
- 5.3.1 Commercial General Liability of \$1,000,000 per incident/\$3,000,000 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. Applicable only if Facility transports member.
- 5.4 Workers Compensation Insurance. Facility at its sole cost and expense shall maintain workers compensation insurance within the limits established and required by the State 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. Such insurance will be secured and maintained at Facility's own expense. All above insurance shall be provided by an insurer:
- 5.5.1 With an A.M. Best rating of A-VII or better; and
- 5.5.2 "Admitted" to do business in the State, an insurer approved to do business in the State by the California Department of Insurance and listed on the Surplus Lines Association of California List of Eligible Surplus Lines Insurers, 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 in this Article 5 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. Facility shall not of its own initiative cause such insurances as addressed in this Article 5 to be canceled or materially changed during the Term.
- 5.8 Certificates of Insurance. Prior to execution of this Contract, upon change or renewal of the insurance policies, and at CalOptima's request, Facility shall provide Certificate of Insurance to

CalOptima showing the insurance coverage required by this Article 5 and further providing that (i) CalOptima is named as an additional insured on the comprehensive general liability insurance and automobile liability insurance with respect to the performance hereunder and (ii) coverage is primary and non-contributory as to any other insurance with respect to performance hereunder.

- 5.9 If Facility fails or refuses to maintain or produce proof of the insurance required by this Article 5, CalOptima shall have the right, at its election, to terminate this Contract immediately upon written notice to Facility. Such termination shall not affect Facility's right to be paid for its time and materials expended prior to notification of termination.

## **ARTICLE 6 RECORDS, AUDITS AND REPORTS**

- 6.1 Access to and Audit of Contract Records. Facility and its Subcontractors shall allow CalOptima, Regulators, and/or their duly authorized Agents and representatives access to books and records related to services provided under the Contract, including medical records, contracts, documents, and electronic systems. Facility 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 Facility's operations and to inspect, audit, and reproduce all records and materials and to verify Claims and reports submitted under this Contract. Facility shall maintain records in chronological sequence and in an immediately retrievable form in accordance with the Laws applicable to such record keeping. If DHCS, CMS, or the HHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit Facility at any time. Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate Facility and its Subcontractors from participation in the Medi-Cal program; seek recovery of payments made to Facility; and impose other sanctions, and CalOptima may terminate this Contract immediately due to fraud.
- 6.2 Medical Records. As applicable to Covered Services, Facility and its Subcontractors shall establish and maintain for each Member who has obtained Covered Services medical records organized in a manner to contain such demographic and clinical information as 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 Laws, Program requirements, Government Contracts, and CalOptima Policies and shall include a historical record of diagnostic and therapeutic services recommended or provided by, or under the direction of, Facility. Such medical records shall be in such a form as to allow trained health professionals, other than Facility, 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. Facility shall maintain books and records in accordance with the time and manner requirements set forth in Laws and Programs, including as identified in Attachment D. When Facility furnishes Covered Services to a Member in more than one Program with different record retention periods, then the greater record retention requirement 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 Laws concerning confidentiality and ownership of records. Facility shall pay all duplication and mailing costs associated with such audits.

- 6.5 Confidentiality of Member Information. Facility agrees to comply with Laws governing the confidentiality of Member medical and other information. Facility further agrees:
- 6.5.1 Privacy and Security Requirements. Facility shall comply with all applicable privacy and security requirements, including Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health (“**HITECH**”) Act, the California confidentiality of Medical Information Act (“**CMIA**”), and the implementing regulations of those laws (collectively “**HIPAA Requirements**”). Facility 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 Laws. Facility 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 Facility and its Subcontractors have access to computer files or any data required to be kept confidential by statute, including identification of eligible members, Facility 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, and/or CMS, as applicable.
- 6.6 Data Submissions. Facility shall submit to CalOptima complete, accurate, reasonable, and timely provider data, Encounter Data, and other data and reports needed by CalOptima to meet its reporting requirements to Regulators, including DHCS and CMS, and as set forth in CalOptima’s Policies.

## ARTICLE 7 TERM AND TERMINATION

- 7.1 Term. The term of this Contract shall become begin on the Effective Date and continue in effect for five (5) years (“**Initial Term**”). The Contract shall automatically renew for five (5) one(1)-year terms (each a “**Renewal Term**”), unless otherwise terminated under this Article 7 or directed CalOptima’s Board of Directors. The Initial Term and any Renewal Terms together constitute the “**Term**” of this Contract.
- 7.2 Termination for Default. CalOptima may, in its sole discretion, terminate this Contract if CalOptima determines that Facility or any Subcontractor has materially breached any covenant, condition, or term of this Contract (each a “**Termination for Breach**”). In the event of a Termination for Breach, CalOptima shall give Facility prior written notice of its intent to terminate with a thirty (30)-day cure period, if the Termination for Breach is curable, in the sole discretion of CalOptima. If Facility does not cure the Termination for Breach 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 Section 7.2 are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Facility shall not be relieved

of its liability to CalOptima for damages sustained by virtue of breach of the Contract by Facility 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 required by Facility and/or Facility's Agents to provide services under this Contract; (ii) CalOptima's determination that the health, safety, or welfare of Members is jeopardized by continuation of this Contract; (iii) the imposition of sanctions or disciplinary action against Facility or against Facility's Agents in their capacities with Facility by any federal or State licensing agency; (iv) Facility's failure to comply with Participation Status requirements; (v) Facility has committed fraud, waste, or abuse; (vi) facility and/or any of its Agent are insolvent; (vii) termination or non-renewal of any Government Contract; (viii) the withdrawal of HHS's approval of the waiver granted to CalOptima under Section 1915(b) of the Social Security Act. If CalOptima receives notice of termination from any Regulators or termination of the Section 1915(b) waiver, CalOptima shall immediately notify Facility. If Facility or a Subcontractor becomes insolvent, Facility shall immediately notify CalOptima. In the event of the filing of a petition for bankruptcy by or against Facility or a principal Subcontractor, Facility shall ensure that all tasks related to the Contract or the Subcontract are performed in accordance with the terms of the Contract.
- 7.4 Termination Without Cause. Either Party may terminate this Contract, without cause, upon one hundred eighty (180) days' prior written notice to the other Party.
- 7.5 Rate Adjustments. CalOptima may adjust the payment rates under Attachment B during the Term to account for implementation of federal or State laws or regulations; changes in the State budget, Government Contract(s) or Regulators' policies; and/or changes in in the scope of Covered Services. CalOptima shall provide notice thereof to Facility as soon as practicable of any such changes, and such adjustments shall comply with Laws.
- 7.6 Obligation Upon Termination. Upon termination of this Contract, Facility shall continue to provide authorized Covered Services to Members who retain eligibility and who are under the care of Facility at the time of such termination until such time as appropriate transfer of Member(s) is achieved. Payment for services under this Section 7.6 shall be at the contracted rates in effect under the Contract immediately prior to termination. Prior to the termination or expiration of this Contract and upon request by CalOptima or one of its Regulators for Facility to assist in the orderly transfer of Members' medical care, Facility shall make available to CalOptima and/or such Regulators copies of any pertinent information, including information maintained by Facility and any Subcontractor necessary for the efficient case management of Members. Costs of reproduction shall be borne by CalOptima or the Regulator, as applicable. For purposes of this section only, "under the care of Facility" shall mean that a Member has an Authorization from CalOptima to receive services from Facility issued prior to the termination, all of the services Authorized have not yet been completed, and the time period covered by the Authorization has not yet expired. Except for Members who are transferred or discharged only for medical reasons or for Members' welfare, Facility shall not evict any Member residing in Facility at the time the notice of intent to terminate is given.
- 7.7 Approval by and Notice to Regulators. Facility acknowledges that this Contract and any amendments thereto are subject to the approval of DHCS. CalOptima and Facility shall notify DHCS of any amendments to or termination of this Contract. Notice shall be given by first-class

mail, postage prepaid to the attention of the DHCS contracting officer for the pertinent Program. Facility acknowledges and agrees that any amendments shall be consistent with requirements relating to submission to DHCS for approval.

## **ARTICLE 8 GRIEVANCES AND APPEALS**

- 8.1 Facility Grievances. CalOptima has established a fast and cost-effective complaint system for provider complaints, grievances, and appeals. Facility shall have access to this system for any issues arising under this Contract, as provided in CalOptima Policies related to the applicable Program. Facility shall resolve any complaints, grievances, appeals, or other disputes regarding any issues arising under through such system prior to proceeding to arbitration under Section 9.13.
- 8.2 Member Grievances and Appeals. Facility agrees to cooperate in the investigation of any Member grievances, complaints, and appeals and be bound by CalOptima's decisions and, if applicable, State and/or federal hearing decisions or any subsequent appeals.

## **ARTICLE 9 GENERAL PROVISIONS**

- 9.1 Assignment and Assumption. Facility may not assign this Contract either in whole or in part, without the prior written consent of CalOptima, which may be withheld in CalOptima's sole and absolute discretion. For purposes of this Section 9.1, assignment includes (a) the change of more than fifty percent (50%) of the ownership or equity interest in Facility (whether in a single transaction or in a series of transactions), (b) the change of more than fifty percent (50%) of the directors or trustees of Facility, (c) the merger, reorganization, or consolidation of Facility with another entity with respect to which Facility is not the surviving entity, and/or (d) a change in the management of Facility from management by persons appointed, elected or otherwise selected by the governing body of Facility (e.g., the Board of Directors) to a third-party management person, company, group, team or other entity.
- 9.1.1 If Facility intends to change ownership, Facility shall continue to abide by all terms and conditions of this Contract, and shall provide the following, along with its request for approval for assignment of this Contract to the new owners, at least sixty (60) days before the requested assignment:
- 9.1.1.1 Any and all documents governing the sale of Facility;
- 9.1.1.2 Transfer of title to all real estate and/or documents assigning any leasehold interests of Facility; and,
- 9.1.1.3 Filings with the state and federal government providing notice of the sale or transfer.
- 9.1.1.4 Other documentation as may be required by CalOptima.
- 9.2 Documents Constituting Contract. This Contract, including its attachments, addenda, exhibits, and amendments and all CalOptima Policies applicable to Covered Services (and any amendments thereto), constitutes the entire agreement between the Parties and supersedes and terminates any

previous agreements between the Parties. All prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Contract not expressly set forth herein shall be of no further force, effect, or legal consequence after the Effective Date.

- 9.3 Amendments. CalOptima reserves the right to modify or terminate this Contract at any time when modifications or terminations are (a) mandated by changes in 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 (“**Regulatory Change**”). CalOptima shall notify Facility in writing of such Regulatory Changes immediately and in accordance with applicable federal and/or State requirements, and, if CalOptima modifies the Contract, Facility shall comply with the new Regulatory Change requirements within thirty (30) days of the effective date of the Regulatory Change, unless otherwise instructed by DHCS. Notwithstanding a Regulatory Change, any other amendment of a term to this Contract must be in writing and executed by the Parties unless otherwise permitted or required by Laws.
- 9.4 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 an act of war, and excluding labor disputes. A Party invoking this clause shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. If the force majeure event continues for a period of ten (10) days, the Party unaffected by the force majeure event may terminate this Contract upon notice to the other Party.
- 9.5 Governing Law and Venue. This Contract shall be governed by and construed in accordance with all laws of the State, federal laws, and regulations applicable to the Programs and all contractual obligations of CalOptima. Subject to the restrictions in Section 9.13, Facility 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 proceeding shall be brought in the Central District Court of California.
- 9.6 Independent Contractor Relationship. Facility and any Agents, Subcontractors, and/or employees of Facility in performance of this Contract shall act in an independent capacity and not as officers, employees, or agents of CalOptima. Facility’s relationship with CalOptima in the performance of this Contract is that of an independent contractor. Facility’s personnel performing services under this Contract shall be at all times under Facility’s exclusive direction and control and shall be employees and/or Agents of Facility. Facility 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, 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. Any failure of a Party to insist upon strict compliance with any provision of this Contract shall not be deemed a waiver of such provision or any other provision of this Contract. To be effective, a waiver must be in writing and signed and dated by the Parties.
- 9.9 Notices. Any notice required under 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  
Attn: Director of Contracting  
505 City Parkway West  
Orange, CA 92868

If to Facility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 9.10 Prohibited Interests. Facility covenants that, for the Term, no director, member, officer, or employee of CalOptima during his/her tenure has any personal interest, direct or indirect, in this Contract or the proceeds thereof.
- 9.11 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.
- 9.12 Severability. If any provision of this Contract is rendered invalid or unenforceable by Laws 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 as though the invalid or unenforceable parts had not been included herein.
- 9.13 Dispute Resolution.
- 9.13.1 Meet and Confer. For any dispute not subject to or resolved by the provider appeals process, 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 9.13.2.
- 9.13.2 Arbitration. If the Parties are unable to resolve any dispute arising out of or relating to this Contract under Section 9.13.1, 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.

- 9.13.3 Exclusive Remedy. With the exception of any dispute that under Laws may not be settled through arbitration, arbitration under Section 9.13.2 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.
- 9.13.4 Limitations Period. Facility acknowledges that Government Code § 911.2 requires a claim against a government entity to be brought no later than one (1) year after the accrual of the cause of action. As such, the Parties agree that arbitration under Section 9.13.2 must be initiated within one (1) year of the earlier of the date the dispute arose, was discovered, or should have been discovered with reasonable diligence; otherwise, the dispute will be deemed waived, and the complaining Party shall be barred from initiating arbitration or other proceedings related to the dispute, including any civil action in state or federal court. For disputes related to Claims, the one (1)-year limitations period under this Section 9.13.4 shall begin to run as of the final Claim denial date under CalOptima’s provider appeals system. If Facility fails to participate in any portion of CalOptima’s provider appeals system for a disputed Claim, as described in Section 8.1, Facility waives its right to arbitrate that claim. The deadline to file arbitration shall not be subject to waiver, tolling, alteration, or modification of any kind or for any reason other than fraud.
- 9.13.5 Waiver. By agreeing to binding arbitration as set forth in Section 9.13.2, 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.

- 9.14 Interpretation. Each Party has had the opportunity to have counsel of its choice examine the provisions of this Contract, and no implication shall be drawn against any Party by virtue of the drafting of this Contract.
- 9.15 Without Limitation. The words “include”, “includes”, and “including” are not words of limitation and shall be deemed to be followed by the phrase “without limitation”.
- 9.16 Recitals and Exhibits. The recitals, attachments, exhibits, and/or addenda set forth in this Contract are made a part of the Contract by this reference.

## **ARTICLE 10 EXECUTION**

- 10.1 This Contract 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. Subject to the State and the United States providing funding during the Term and for the purposes with respect to which it is entered into, execution of Government Contracts, and the approval of this Contract by Regulators, this Contract shall become effective as of the Effective Date.

IN WITNESS WHEREOF, the Parties have executed this Contract:

Facility :

CalOptima:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Yunkyung Kim  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Chief Operating Officer  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**COVERED SERVICES**

**ARTICLE 1**  
**PROGRAMS**

- 1.1 Product Participation. Facility will participate in the following Program:

|       |          |
|-------|----------|
| [Y/N] | Medi-Cal |
|-------|----------|

**ARTICLE 2**  
**SERVICES**

- 2.1. Definitions. As used in this Attachment A, the capitalized words or phrases not otherwise defined in this Contract shall have the meanings set forth as follows:

- 2.1.1 **“Per Diem Services”** is defined as follows:

2.1.1.1 For ICF/DD Home-Nursing, the services described in 22 Code of California Regulations (“**CCR**”) §§ 76345 through 76355;

2.1.1.2 For ICF/DD-Habilitative, the services described in 22 CCR §§ 76853 through 76906; and

2.1.1.3 For ICF/DD Facility, the services described in 22 CCR §§ 76301 through 76413 and 22 CCR section 51165.

- 2.1.2 **“Facility”** means Facility operating an Intermediate Care Facility/Developmentally Disabled (“**ICF/DD**”) facility and may include the following types: (i) ICF/DD-Habilitative as defined in HSC § 1250(e); (ii) ICF/DD-Nursing as defined in HSC § 1250(h); and (iii) ICF/DD as defined in HSC § 1250(g). This does not include ICF/DD-Continuous Nursing Care Program.

- 2.1.3 **“Excluded Covered Services”** means services that Facility may provide which are not included in the Per Diem Services, but that are otherwise Covered Services.

- 2.1.4 **“Regional Center”** means one of 21 community-based centers that coordinate services, provide comprehensive assessments, determine eligibility for services, is responsible for the development and oversight of Member’s individual program plan, and offer ongoing case management services for individuals with developmental disabilities.

- 2.2. Covered Services. Facility will furnish Medically Necessary Per Diem Services as Authorized by CalOptima.

- 2.3. Training.

- 2.3.1 CalOptima will provide outreach, education, and support to Facility to understand how to submit Clean Claims and to meet Clean Claims requirements. CalOptima will provide education and training to Facility on CalOptima's billing/Claims processes, including electronic claims submissions, appeals processes, benefits coordination, and balance billing prohibitions. Facility agrees to participate in the outreach and education provided by CalOptima.
- 2.3.2 CalOptima will identify an individual or set of individuals to serve as a Long-Term Services and Supports ("**LTSS Liaison**") for Facility. The LTSS Liaison will provide support to Facility both in a provider representative role and to support care transitions, as needed.
- 2.4. Leave of Absence and Bed Holds.
  - 2.4.1 CalOptima will cover a leave of absence ("**LOA**") that Facility provides in accordance with the requirements of 22 CCR § 51535 and that is authorized by an attending physician as stipulated in the Medi-Cal Provider Manual. CalOptima will approve up to seventy-three (73) LOA days per calendar year.
  - 2.4.2 CalOptima will cover a bed hold when the Member transfers from Facility to any acute care hospital setting, post-acute care setting such as a skilled nursing facility, and then required to return to an ICF/DD provider when that member was admitted by an attending physician in accordance with the requirements of 22 CCR § 51535.1. Facility must maintain a bed hold for seven (7) days per hospitalization while receiving payment from CalOptima.
  - 2.4.3 Facility shall notify the Member or the Member's authorized representative in writing of the Member's right to exercise their right to a bed hold. Facility shall not expel a Member from the Facility's facility if a Member expresses an interest in seeking services from a different ICF/DD provider.
  - 2.4.4 Facility shall ensure that Facility staff are training on LOA and bed hold requirements, including knowledge of required documentation including an individualized program plan for LOA and medical need with an attending physician signature for bed holds.
- 2.5. Service Authorizations. CalOptima's Long Term Care Authorization Unit is responsible for all determinations of approval or denial of a Member's admission to and/or continued residency in the Facility using DHCS Form HS 231. In making this determination, CalOptima will utilize the determination and recommendation from the coordinating Regional Center and attending physician. As part of such review CalOptima shall certify the Medical Necessity of institutional care, as defined in Title 22 of the CCR: (i) ICF/DD-Nursing (22 CCR § 51343.2); (ii) ICF/DD-Habilitative (22 CCR § 51343.1; and (iii) ICF/DD (22 CCR § 51343), and as stated in the DHCS Long Term Care Provider Manual and Manual of Criteria for Medi-Cal Authorization.
- 2.6. Service Authorization Timeline.
  - 2.6.1 Pursuant to 22 CCR §§ 51334, 51342 and as applicable, 22 CCR §§ 51343.1 and 51343.2, CalOptima requires an initial LTC treatment Authorization request for each ICF/DD

Facility admission. Facility shall submit the DHCS Certification for Special Treatment Program Services form HS 231 to CalOptima with any initial or re-Authorization requests. CalOptima will accept the DHCS Certification for Special Treatment Program Services form HS 231 as evidence of the Regional Center's determination that the member meets the appropriate ICF-DD level of care.

- 2.6.2 An initial Authorization may be granted for periods up to two (2) years from the date of admission. CalOptima reserves the right, in its sole and absolute discretion, to initiate review of the need for the continued level of care and to reauthorize the services more frequently. An approved initial Authorization is required prior to transfer of Members between ICF/DD providers.
- 2.6.3 A request for re-Authorization must be received by CalOptima on or before the first working day following the expiration of a current Authorization. CalOptima and Facility are required to follow the Medi-Cal Provider Manual and the Medi-Cal Treatment Authorization Request for LTC: 20-1 Form. Pursuant to 22 CCR §§ 51334(b), 51343(b), and as applicable, 22 CCR §§ 51343.1(b) and 51343.2(b), when the request is received by CalOptima later than the first working day after the previously Authorized period has expired, one day of Authorization shall be denied for each day the re-Authorization request is late. Reauthorizations may be granted for up to six (6) months.
- 2.6.4 CalOptima shall inform Facility of CalOptima's Authorization protocols, including:
  - 2.6.4.1 Making the Authorization request process and timeframes easily understandable and readily available; and
  - 2.6.4.2 Developing clear, specific, and available CalOptima escalation contacts for Facility and and/or Members to escalate concerns when there are delays in pending Authorizations, including providing the LTSS Liaison contact.
- 2.7. Suitability Assessment. Prior to undergoing a change of ownership, Facility shall (i) notify CalOptima and (ii) obtain preapproval or assessment of suitability from the California Department of Public Health.

### **ARTICLE 3 GENERAL PROVIDER RESPONSIBILITIES**

- 3.1 Health Education and Prevention. Facility shall provide Members with health education during office visits in accordance with CalOptima Policies. Facility shall also refer Members to CalOptima's health education referral line for classes provided to Members.
- 3.2 Coordination of Care. Facility shall coordinate the provision of Covered Services to Members by counseling Members and their families regarding Member's needs, monitoring progress of Members' care, and coordinating utilization of services with Member's PCP.
- 3.3 Treatment Options. Facility shall discuss treatment options with Members, including the option of foregoing treatment, in a culturally competent manner. Facility shall ensure that Members with disabilities have access to effective communication methods when making care decisions and shall allow Members the opportunity to refuse treatment and express preferences for future treatment.

- 3.4 COD-Administrative Members. Facility shall also provide services to COD-Administrative Members under this Contract. The scope of such services shall be defined in CalOptima Policies, as well as Article 2 of this Attachment A. In the event of a conflict between CalOptima Policies and this Article 3, CalOptima Policies shall control with respect to COD-Administrative Members.
- 3.5 Model of Care. Facility shall comply with CalOptima's model of care, as specified for the Program.
- 3.6 Personal Care Coordinator. Facility shall cooperate with CalOptima's personal care coordinator ("PCC") in accordance with CalOptima's PCC program, policies, and guidance.
- 3.7 Interdisciplinary Care. Facility shall participate with CalOptima's Interdisciplinary Care Team and contribute to the individualized care plan for each Member in accordance with CalOptima Policies and Program.

## **ATTACHMENT B**

### **COMPENSATION**

1. Upon submission of a Clean Claim, CalOptima shall pay Facility pursuant to CalOptima Policies and Laws, and Facility shall accept as payment in full from CalOptima for services provided under this Contract the amounts set forth in this Attachment B.
2. Payment.
  - 2.1 Medi-Cal Program.
    - 2.1.1 ICF/DD Per Diem Rates and Directed Payment. CalOptima will pay provider in accordance with APL 23-023, or any superseding APL. For Per Diem Services provided to Members, CalOptima shall reimburse Facility at percent \_\_\_\_\_ (\_\_\_%) of the prevailing DHCS published fee-for-service per diem rates applicable to Facility. Excluded Covered Services are not subject to the per diem rates. Facility shall accept the applicable prevailing per diem rates as published by DHCS as payment in full in accordance with the Medi-Cal Provider Manual.
    - 2.1.2 Retroactive Rate Payments. If, as a result of retroactive adjustments to the Medi-Cal fee-for-service per diem rates by DHCS, additional amounts are owed in accordance with APL 23-023, or a superseding APL, CalOptima will make such retroactive adjustments in a timely manner.
    - 2.1.3 Leave of Absence Rate. CalOptima shall reimburse Facility at \_\_\_\_\_ percent (\_\_\_%) of the prevailing DHCS published fee-for-service per diem rates applicable to Facility.
    - 2.1.4 Bed Holds. CalOptima shall reimburse Facility at \_\_\_\_\_ percent (\_\_\_%) of the prevailing DHCS published fee-for-service per diem rates applicable to Facility.
3. Payment Procedures.
  - 3.1 Health Network. If a Health Network is financially responsible under its contract with CalOptima for the services Facility rendered to a Member, Facility shall look solely to Health Network for payment for those services, and CalOptima and Member shall not be liable to Facility for those services.
  - 3.2 Claims Submission. Facility shall submit to CalOptima an accurate, complete, descriptive, and timely Claim that includes the Member's name and identification number, description of services, and date(s) of service. In accordance with CalOptima Policies, Facility shall submit all Claims electronically or by mail to CalOptima at Attention: Accounting Department, 505 City Parkway West, Orange, CA 92868.
    - 3.2.1 Submission Timeframe. Facility must submit any Claim within the end of six (6) calendar months of the rendered service. For example, if a service is rendered on April 15th, the Facility should submit the Claim before October 31st of the same year to avoid payment reduction or denial. Per the DHCS Claim Submission and Timeliness Overview in the Medi-Cal Provider Manual, Claims not submitted

within the six (6)-month time period will be reduced to seventy-five percent (75%) reimbursement of the Claim if submitted in months seven (7) to nine (9) and to fifty percent (50%) of the Claim if submitted in months ten (10) to twelve (12). Claims received after twelve (12) months of the date of service will be denied.

- 3.3 Electronic Claims. If Facility chooses to electronically submit Claims, Facility must complete CalOptima's process for electronic claims submission. If Facility chooses to receive payment electronically, Facility must complete an Electronic Fund Transfer Authorization Form.
- 3.3.1 If Facility is unable to submit Claims to CalOptima electronically, Facility must submit an UB04 invoice form to CalOptima with a minimum set of data elements as defined by DHCS and as referenced in the DHCS Billing and Invoicing Guide necessary for CalOptima to convert the invoice to an encounter for submission to DHCS.
- 3.4 Claims Appeals. Facility may submit an appeal of a denied Claim within ninety (90) calendar days of notice of denial. Failure to submit the appeal within ninety (90) days will result in the appeal being denied. CalOptima will acknowledge receipt of the appeal within fifteen (15) calendar days and will make a decision within forty-five (45) days of receipt. If CalOptima cannot make a decision within thirty (30) days, CalOptima can defer to review for an additional thirty (30) calendar days.
- 3.5 Payment Codes and Modifiers. As applicable, Facility shall utilize current payment codes and modifiers for Medi-Cal when billing CalOptima. CPT or HCPC codes not contained in the Medi-Cal fee schedule at the time of service are not reimbursable.
- 3.6 Claims Requiring Additional Justification. 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 Facility for additional justification, and these charges will be handled on a case-by-case basis.
- 3.7 Prompt Payment. CalOptima will pay Facility for Per Diem Services provided to Members when Claims are submitted in accordance with this Contract and CalOptima Policies and when CalOptima Authorized the Member's admission or continued residency. In accordance with the DHCS Contract, CalOptima shall pay at least ninety percent (90%) of Clean Claims within thirty (30) calendar days of receipt, and ninety nine percent (99%) of all Clean Claims within ninety (90) days. CalOptima will make commercially reasonable efforts to pay Claims and invoices in the same frequency in which they are received, whether received in electronic or paper format.
- 3.8 Claims Deficiencies. CalOptima shall deny payment for any Claim that fails to meet requirements set forth in CalOptima Policies and Laws for Claims processing, and CalOptima shall notify Facility of any denial pursuant to CalOptima Policies and Laws.
- 3.9 Rate Changes. Notwithstanding the rates established by this Attachment B, rates paid to Facility may be adjusted by CalOptima during the Contract period to reflect implementation of State or federal Laws, changes in the State budget, the State Contract or

DHCS policy, changes in Covered Services and/or by CalOptima Board actions. CalOptima shall provide notice thereof to Facility as soon as practicable. Facility further acknowledges CalOptima's obligation to reimburse Facility is subject to approval by Regulators and subject to future budgetary authorization and appropriation by the California Legislature.

**ATTACHMENT C**  
**MEDI-CAL REGULATORY REQUIREMENTS**

The following additional terms and conditions contained in the following regulatory addenda apply to items and services furnished to Members under the Products listed in Attachment A. If these terms conflict with those elsewhere in the Contract, the terms from the applicable addendum in this Attachment C shall control with respect to the Product at issue.

1. Definitions.

- 1.1 **“Health Equity”** means the reduction or elimination of health disparities, health inequities, or other disparities in health that adversely affect vulnerable populations.
- 1.2 **“HSC”** means the California Health & Safety Code.
- 1.3 **“Quality Improvement and Health Equity Transformation Program”** or **“QIHETP”** means the systematic and continuous activities to monitor, evaluate, and improve upon the Health Equity and health care delivered to Members in accordance with the standards set forth in Laws, Government Program Requirements.

2. Compliance with Laws. This Contract shall be governed by and construed in accordance with all Laws governing the DHCS Contract, including the Knox Keene Act, Health and Safety Code §§ 1340 *et seq.*, unless otherwise excluded under the DHCS Contract; 28 CCR §§ 1300.43 *et seq.*; W&I Code §§ 14000 and 14200 *et seq.*; and 22 CCR §§ 53800 *et seq.*, 53900 *et seq.* Facility will comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program, including all applicable requirements specified in the DHCS Contract, Laws, sub-regulatory guidance, and DHCS All Plan Letters (“**APLs**”) and policy letters, and CalOptima Policies. Facility shall comply with all monitoring requirements in the DHCS Contract and any other monitoring requests by DHCS and CalOptima. [DHCS Contract, Exhibit A, Attachment III, § 3.1.6, subsections A.4, A.5, A.11, B.7, B.8, and B.11]

3. Provider Data. As applicable, Facility will submit to CalOptima complete, accurate, reasonable, and timely provider data, Program Data, Template Data, and any other reports or data as needed by CalOptima to meet its reporting requirements to DHCS. Facility shall submit all provider data to CalOptima in the form, format, and timeframe requested by CalOptima. Facility will make corrections to provider data as requested by CalOptima. Facility data shall include all data required under the Contract – including reports and provider rosters. For purposes of this section (1) **“Program Data”** means data that includes but is not limited to: grievance data, appeals data, medical exemption request denial reports and other continuity of care data, out-of-network request data, and PCP assignment data as of the last calendar day of the reporting month; and (2) **“Template Data”** means data reports submitted to DHCS by CalOptima, which includes data of Member populations, health care benefit categories, or program initiatives. [DHCS Contract, Exhibit A, Attachment III, §§ 2.1.4, 2.1.5, 2.1.6, 3.1.6 subsection A.6 and B.10]

4. Encounter Data As applicable, Facility will submit to CalOptima complete, accurate, reasonable, and timely Encounter Data needed by CalOptima in order to meet its reporting requirements to DHCS in compliance with applicable DHCS APLs, including APL 14-020 and any superseding or amendment APLs. All Encounter Data shall be submitted to CalOptima no later than ninety (90)

days from the Date of Service in the form and format as designated by CalOptima. Facility will cooperate as requested by CalOptima if corrections to Encounter Data are required for CalOptima to comply with reporting requirements to DHCS. [DHCS Contract, Exhibit A, Attachment III, §§ 2.1.2, 3.1.6, subsections A.6 and B.10]

5. Additional Subcontracting Requirements. If Facility is allowed to subcontract services under this Contract and does so subcontract, then Facility shall, upon request, provide copies of such Subcontracts to CalOptima and/or DHCS.
  - 5.1 Subcontracts for Provision of Covered Services. Facility shall maintain copies of all contracts it enters into related to ordering, referring, or rendering Covered Services under the Contract. Facility will ensure that such contracts are in writing. [DHCS Contract, Exhibit A, Attachment III, § 3.1.6, subsection A.7]
  - 5.2 Subcontracts. Facility shall require all Subcontracts that relate to the provision of Covered Services be in writing and include all applicable provisions of the Contract and this Medical Program Addendum, including:
    - 5.2.1 The 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.
    - 5.2.2 As applicable, Section 2, Compliance with Laws; Section 3, Provider Data; Section 4, Encounter Data; Section 5, Subcontractor Requirement; Section 6, Records Retention; Section 7, Access to Books and Records; Section 8, Records Related to Litigation; Section 9, Transfer; Section 10, Unsatisfactory Performance; Section 11, Hold Harmless; Section 12, Prohibition on Member Claims and Member Billing; Section 13, Prospective Requirements; Section 14, Network Provider Training; Section 15, Language Assistance; Section 16, Fraud, Waste, and Abuse; Section 17, Provider Identified Overpayment; Reporting; Section 18, Health Care Provider's Bill of Rights; Section 19, Provider Grievances; Section 20, Effective Dates; Section 21, Assignment and Sub-delegation; Section 22, Quality Improvement & Utilization Management; Section 23, Emergency Services and Post Stabilization Delegation; Section 24, Amendment and Termination; Section 25, Delegated Activities; and Section 26, Utilization Data.
    - 5.2.3 An agreement that Subcontractors shall notify Facility of any investigations into Subcontractor's professional conduct, or any suspension of or comment on a Subcontractor's professional licensure, whether temporary or permanent.
    - 5.2.4 An agreement requiring Subcontractor to sign a Declaration of Confidentiality pursuant to Section 6.5.3, 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.
6. Records Retention. Facility and Subcontractors shall maintain and retain all books and records of all items and services provided to Members, including Encounter Data, in accordance with good

business practices and generally accepted accounting principles for a term of at least ten (10) years from the final date of the DHCS Contract, or from the date of completion of any audit, whichever is later. Records involving matters that are the subject of litigation shall be retained for a period of not less than ten (10) years following the termination of litigation. Facility's books and records shall be maintained within, or be otherwise accessible within the State and pursuant to Health & Safety Code § 1381(b). 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 agency immediate and direct access and inspection of all such records at the time of any onsite audit or review.

This provision shall survive the expiration or termination of this Contract. [DHCS Contract, Exhibit A, Attachment III, §§ 1.3.4.D, 3.1.6 subsections A.9 and B.14; Health & Safety Code § 1381; 28 CCR 1300.81]

7. Access to Books and Records. Facility agrees, and shall ensure its Subcontractors agree in Subcontracts, to make all of its premises, facilities, equipment, books, records, contracts, computer and other electronic systems pertaining directly or indirectly to the goods and services furnished under the terms of the Contract available for the purpose of an audit, inspection, evaluation, examination or copying at any time (a) in accordance with inspections and audits as directed by CalOptima, Regulators, the Department of Justice (“**DOJ**”), Office of Attorney General Division of Medi-Cal Fraud and Elder Abuse (“**DMFEA**”), DHCS’s External Quality Review Organization contractor, and any other State or federal entity and their duly authorized designees statutorily entitled to have oversight responsibilities over CalOptima and/or Facility and its Subcontractors, (b) at all reasonable times at Facility’s and Subcontractor’s respective places of business or at such other mutually agreeable location in the State, and (c) in a form maintained in accordance with the general standards applicable to such book or record keeping. Facility and Subcontractors shall provide access to all security areas and facilities and cooperate and assist State representatives in the performance of their duties. If DHCS, CMS, DMFEA, or DOJ or any other authorized State or federal agency, determines there is a credible allegation of fraud, CalOptima reserves the right to suspend or terminate Facility from participation in the Medi-Cal program; immediately suspend payments to Facility; seek recovery of payments made to Facility or any Subcontractor; impose other sanctions provided under the DHCS Contract, and conduct additional monitoring.

Facility and Subcontractors shall cooperate in the audit process by signing any consent forms or documents required by but not limited to: DHCS, DMHC, the DOJ, Attorney General, Federal Bureau of Investigation, Bureau of Medi-Cal Fraud, and/or CalOptima to release any records or documentation Facility may possess in order to verify Facility’s records.

This provision shall survive the expiration or termination of this Contract and Subcontractors. [DHCS Contract, Exhibit A, Attachment III, § 1.3.4.D, § 3.1.6 subsections, (A)(8) and (B)(13); Exhibit E, § 1.22(B); APL 19-001, Attachment A; APL 17-001]

8. Records Related to Recovery for Litigation. Upon request by CalOptima, Facility 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 Facility’s or its Subcontractors’ possession, relating to threatened or pending litigation by or against CalOptima or DHCS. If Facility asserts that any requested documents are covered by a privilege, Facility 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. Facility agrees to promptly provide CalOptima with copies of any documents provided to any party in any litigation by or against CalOptima or DHCS. Facility acknowledges that time may be of the essence in responding to such requests. Facility shall use all reasonable efforts to immediately notify CalOptima of any subpoenas, document production requests, or requests for records received by Facility or its Subcontractors related to this Contract or Subcontracts. Facility further agrees to timely gather, preserve, and provide to DHCS any records in Facility's or its Subcontractor's possession. [DHCS Contract, Exhibit A, Attachment III, § 3.1.6, subsections A.10 and B.15; Exhibit E, § 1.27]

9. Transfer. Facility agrees and will require its Subcontractors to assist CalOptima in the transfer of care if in the event of: (i) termination of the DHCS Contract for any reason in accordance to the terms of the DHCS Contract; (ii) termination of this Contract for any reason; or (iii) a Subcontract terminates for any reason. Such assistance will include making available to CalOptima and DHCS copies of each Member's medical records and files and any other pertinent information necessary to provide affected Members with case management and continuity of care. Such records will be made available at no cost to CalOptima, DHCS, or Members. [DHCS Contract, Exhibit A, Attachment III, § 3.1.6 subsections A.11 and B.16; Exhibit E, § 1.17 subsection B]
10. Unsatisfactory Performance. Facility agrees that the Contract or Facility's participation in the Medi-Cal program will be terminated, or subject to other remedies, if DHCS or CalOptima determine that Facility has not performed satisfactorily. [DHCS Contract, Exhibit A, Attachment III, § 3.1.6 subsection A.12]
11. Hold Harmless. Facility agrees to hold harmless both the State and Members if CalOptima cannot or will not pay for Covered Services ordered, referred, or rendered by Facility pursuant to this Contract. [DHCS Contract, Exhibit A, Attachment III, § 3.1.6, subsections A.13 and B.18]
12. Prohibition on Member Claims and Member Billing. Facility will not bill or otherwise collect reimbursement from a Member for any services provided under this Contract. [DHCS Contract, Exhibit A, Attachment III, § 3.1.6, subsection A.14, 3.3.6]
13. Prospective Requirements. CalOptima will inform Facility of prospective requirements added by the State, federal law, or DHCS to the DHCS Contract that would impact Facility's obligations before the requirement becomes effective. Facility agrees to comply with the new requirements within thirty (30) calendar days of the effective date, unless otherwise instructed by DHCS. [DHCS Contract, Exhibit A, Attachment III, § 3.1.6, subsections A.15, B.22, and B.23]
14. Network Provider Training. Facility shall participate in training required by CalOptima in order for CalOptima to comply with the DHCS Contract. Such provider training may include, utilization management training, quality of care for children (early periodic screening, diagnosis and testing) training, Member's rights, and advanced directives. Training will also include training on cultural competency and linguistic programs as outlined in this section. [DHCS Contract, Exhibit A, Attachment III, §§ 2.3.F, 3.2.5, 5.1.1, 6.3.C]
  - 14.1 Diversity, Health Equity, Cultural Competency, and Sensitivity Training. Facility shall ensure that annual diversity, Health Equity, cultural competency, and sensitivity training is provided for employees and staff at key points of contact, pursuant to the DHCS Contract.

[DHCS Contract, Exhibit A, Attachment III, § 3.1.6, subsections A.16 and B.24; 5.2.11 subsection C]

- 14.2 Cultural/Linguistic Training Programs. Facility shall participate in and comply with any applicable performance standards, policies, procedures, and programs established from time to time by CalOptima and federal and State agencies and provided or made available to Facility with respect to cultural and linguistic services, including attending training programs and collecting and furnishing cultural and linguistic data to CalOptima and federal and State agencies. [DHCS Contract, Exhibit A, Attachment III, § 5.2.11]
- 14.3 Discharge Planning and Transitional Care Training. Facility will educate its discharge planning staff on the services, supplies, medications, and durable medical equipment requiring prior Authorization and CalOptima's policies regarding discharge planning and transitional care services, as applicable. [DHCS Contract, Exhibit A, Attachment III, § 4.3.11, subsections A.6 and A.7]
15. Language Assistance. Facility shall comply with language assistance standards developed pursuant to Health & Safety Code § 1367.04. Facility agrees to arrange for the provision of interpreter services for Members. [DHCS Contract, Exhibit A, Attachment III, § 3.1.6, subsections A.17 and B.25]
16. Fraud, Waste, and Abuse Reporting. Facility shall report suspected fraud, waste, or abuse to CalOptima in accordance with the Contract. Facility agrees to provide to CalOptima all information reasonably requested by CalOptima in order for CalOptima to comply with fraud, waste, or abuse investigation and reporting requirements. In the course of a fraud, waste, or abuse investigation, CalOptima may share with Facility information that DHCS has disclosed to CalOptima ("**FWA Confidential Data**"). Facility acknowledges and agrees to maintain FWA Confidential Data confidentially. [DHCS Contract, Exhibit A, Attachment III, §§ 3.1.6 subsections A.18 and B.26, 1.3.2 subsection D]
17. Provider Identified Overpayments. In addition to Overpayment requirements under the Contract, Facility shall report in writing to CalOptima when it has received an Overpayment, identify the reason for the Overpayment, and promptly return the Overpayment to CalOptima as outlined within sixty (60) days of the date Facility identified the Overpayment. [DHCS Contract, Exhibit A, Attachment III, §§ 1.3.6, 3.1.6 subsections A.19 and B.27]
18. Health Care Providers' Bill of Rights. Notwithstanding anything in this Contract to the contrary, Facility shall be entitled to the protections of the Health Care Providers' Bill of Rights in Health and Safety Code § 1375.7 in the administration of this Contract. [DHCS Contract, Exhibit A, Attachment III, § 3.1.6, subsection A.20]
19. Provider Grievances. Facility has the right to submit a dispute or grievance through CalOptima's formal process to resolve provider disputes and grievances pursuant to HSC §1367(h)(1). CalOptima's process to resolve Facility disputes or grievances are set forth in this Contract and the CalOptima Policies. [DHCS Contract, Exhibit A, Attachment III, § 3.1.6, subsection A.20, 3.2.2 subsection B]

20. Effective Dates. This Contract and its amendments will become effective only as set forth in the DHCS Contract, which requires filing and approval by DHCS of template contracts and amendments. [DHCS Contract, Exhibit A, Attachment III, §§ 3.1.2, 3.1.6 subsection B.4]
21. Assignment and Sub-delegation. Facility agrees that any assignment or delegation of this Contract to a Subcontractor shall be void unless prior written approval is obtained from CalOptima and DHCS. Facility further agrees that assignment or delegation by a Subcontractor is void unless prior written approval is obtained from DHCS. CalOptima or DHCS may withhold consent at their sole and absolute discretion. [DHCS Contract, Exhibit A, Attachment III, § 3.1.6 subsections B.5 and B.6; APL 19-001, Attachment A, Requirement 14]
22. Quality Improvement & Utilization Management. Facility agrees to cooperate and participate in CalOptima's QMI program including participating in QI Program, UM Program, QIHETP, and population needs assessments. [DHCS Contract, Exhibit A, Attachment III, §§ 2.2.4, 3.1.6 subsection B.19]
23. Emergency Services and Post Stabilization Delegation. Responsibility for coverage and payment of Emergency Services and post stabilization care services have not been delegated to Facility under the Contract. [DHCS Contract, Exhibit A, Attachment III, § 3.1.6 subsection B.9]
24. Amendment and Termination. Facility agrees to notify DHCS if this Contract or an agreement with a Subcontractor is amended or terminated for any reason. For purposes of this section, notice is considered given when the notice is properly addressed and deposited in the United States Postal Service as first-class registered mail, postage attached. [DHCS Contract, Exhibit A, Attachment III, § 3.1.6 subsection B.17; APL 19-001, Attachment A, Requirement 13]
25. Delegated Activities. If Facility is specifically delegated by CalOptima, delegated activities and reporting requirements will be further set forth in a separate attachment or addendum to this Contract. Facility agrees to the revocation of the delegated activities and/or obligations, and/or any other specific remedies in instances where DHCS or CalOptima determine that Facility has not performed satisfactorily. [DHCS Contract, Exhibit A, Attachment III, §§ 3.1.1, 3.1.6 subsection B.20; APL 19-001, Attachment A, Requirement 22]
26. Utilization Data. If and to the extent that Facility is responsible for the coordination of care for Members, CalOptima shall share with Facility, in accordance with the appropriate Declaration of Confidentiality signed by Facility and filed with DHCS, any utilization data that DHCS has provided to CalOptima, and Facility shall receive the utilization data provided by CalOptima and use solely for the purpose of Member care coordination. [DHCS Contract, Exhibit A, Attachment III, § 3.1.6, subsection B.21; APL 19-001, Attachment A, Requirement 23]
27. Medical Decisions. Facility will ensure that fiscal and administrative management considerations do not influence medical decisions or any course of treatment in the provision of Covered Services by Facility or Subcontractors. [DHCS Contract, Exhibit A, Attachment III, § 1.1.5]
28. Capacity, Licensure, and Enrollment. Facility and its Subcontractors shall furnish to Medi-Cal Members those Medically Necessary Covered Services that Facility and Subcontractor is Authorized to provide under this Contract, consistent with the scope of Facility's and/or Subcontractor's license, certification, and/or accreditation and in accordance with professionally

recognized standards. Facility and its Subcontractors agree to comply with required provider screening, enrollment, and credentialing and recredentialing requirements. Facility warrants that it has and shall maintain through the Term adequate staff to comply with its obligations under the Contract and will require. [DHCS Contract, Exhibit A, Attachment III, § 1.3.3]

29. Medi-Cal Enrollment. If Facility is of a provider type that is not able to enroll in Medi-Cal through the DHCS, Facility 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 22 CCR § 51000.35.
30. Prohibition Against Payment to Excluded Providers. Facility agrees that CalOptima is prohibited from contracting with individuals excluded from participation in state or federal programs and agrees that CalOptima shall not pay Facility if Facility is excluded from state or federal programs, as outlined in Section 2.25 of the Contract. Facility further agrees to not contract with or make payments to Subcontractors excluded from state or federal programs. [DHCS Contract, Exhibit A, Attachment III, §§ 1.3.4, 3.3.18]
31. Ownership Disclosure Statement. Prior to commencing services under this Contract, Facility shall provide CalOptima with the disclosures required by 42 CFR §§ 438.608(c)(2), 438.602(c), and 455.105 in accordance with Section 2.10 of the Contract. Facility will promptly notify CalOptima of any change in the required disclosures. [DHCS Contract, Exhibit A, Attachment III, § 1.3.5; Exhibit E, § 1.11, subsection A.5]
32. Performance Improvement Projects. Facility and Subcontractors shall comply with all applicable performance standards and participate in performance improvement projects (“**PIPs**”), including any collaborative PIP workgroups, as may be directed by CMS, DHCS, or CalOptima. [DHCS Contract, Exhibit A, Attachment III, § 2.2.9]
33. No Punitive Action. CalOptima will not take punitive action against Facility if Facility requests an expedited resolution or supports a provider or Member appeal. CalOptima will not prohibit, or otherwise restrict, a health care professional acting within the lawful scope of practice, from advising or advocating on behalf of a Member for the Member’s health status, medical care, or treatment options, including any alternative treatment that may be self-administered, for any information the Member needs in order to decide among all relevant treatment options, for the risks, benefits, and consequences of treatment or non-treatment, for the Member’s right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions. [DHCS Contract, Exhibit A, Attachment III, §§ 3.2.7, 4.6.5.A]
34. Claims Processing. CalOptima will process claims in accordance with the DHCS Contract, HSC §§ 1371 through 1371.36 and their implementing regulations, and as outlined in the CalOptima Policies. [DHCS Contract, Exhibit A, Attachment III, § 3.3.5]
35. Cost Avoidance/Other Health Coverage. Facility acknowledges that Medi-Cal is a payor of last resort except for services in which Medi-Cal is required to be the primary payer. Accordingly, CalOptima shall not pay claims for services provided to a Member who has third-party coverage without proof that Facility has first exhausted all sources of other payments. Facility shall not refuse to provide Covered Services to Members when other health coverage is indicated in the Member’s

Medi-Cal eligibility record. Facility shall review the Member's eligibility record for third-party coverage, and if the Member has third-party coverage, Facility must notify the Member to seek the service from the third-party coverage. [DHCS Contract, Exhibit E, §1.25, subsection F]

36. Public Record. Notwithstanding any other term of the Contract, this Contract and all information received in accordance with the DHCS Contract will be public record on file with DHCS, except as specially provided by Laws. DHCS ensures the confidentiality of information and contractual provisions filed with DHCS to the extent the information and provisions are specifically exempted by Laws. [DHCS Contract, Exhibit A, Attachment III, § 3.1.12]
37. Member Rights. Facility and Subcontractors will not retaliate or take any adverse action against a Member for exercising the Member's rights under the DHCS Contract. [DHCS Contract, Exhibit A, Attachment III, § 5.1.1, subsection A.1.r]
38. Medical Records. All medical records shall be maintained in accordance with CalOptima Policies. Facility shall ensure that an individual is delegated the responsibility of securing and maintaining medical records at each Subcontractor site. [DHCS Contract, Exhibit A, Attachment III, § 5.1.14 subsection G.2]
39. Timely Access/Standards of Accessibility. Facility and Subcontractors will comply with applicable standards of accessibility and timely access requirements as outlined in the Contract and in CalOptima Policies. Facility and Subcontractors will comply with CalOptima's procedures for monitoring Facility's and Subcontractor's compliance with this section. [DHCS Contract, Exhibit A, Attachment III, § 5.2.5]
40. Minor Consent Services. Facility and its Subcontractors are prohibited from disclosing, and agree to not disclose, any information related to minor consent services without the express consent of the minor Member. Facility and its Subcontractors will comply with CalOptima's requirements for services to minor Members as outlined in the CalOptima Policies. [DHCS Contract, Exhibit A, Attachment III, § 5.2.8, subsection D]
41. Emergency Preparedness Requirements. Facility agrees to cooperate with and comply with CalOptima's Emergency requirements, policies and procedures, and training to ensure continuity of care for Members during an Emergency. For purposes of this section, "**Emergency**" means unforeseen circumstances that require immediate action or assistance to alleviate or prevent harm or damage caused by a public health crises, natural and man-made hazards, or disasters. Facility will (i) annually submit to CalOptima evidence of adherence to CMS Emergency Preparedness Final Rule 81 Fed. Reg. 63859; (ii) advise CalOptima as part of Facility's Emergency plan; and (iii) notify CalOptima within twenty-four (24) hours of an Emergency if Facility closes down, is unable to meet the demands of a medical surge, or is otherwise affected by an Emergency. [DHCS Contract, Exhibit A, Attachment III, §§ 6.1, 6.3.C]
42. State's Right to Monitor. Facility and Subcontractors shall comply with all monitoring provisions of this Contract, the DHCS Contract, and any monitoring requests by CalOptima and Regulators. Without limiting the foregoing, CalOptima and authorized State and federal agencies will have the right to monitor, inspect, or otherwise evaluate all aspects of Facility's operation for compliance with the provisions of this Contract and Laws. Such monitoring, inspection, or evaluation activities will include inspection and auditing of Facility, Subcontractor, and Facility's and Subcontractors'

facilities, management systems and procedures, and books and records, at any time, pursuant to 42 CFR § 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 Facility. Access will be undertaken in such a manner as to not unduly delay the work of the Facility and/or the Subcontractor(s). [DHCS Contract, Exhibit D(f) § 8; Exhibit E, § 1.22, subsection B]

43. Laboratory Testing. Facility agrees that if any performance under this Contract includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 USC § 263a and the regulations thereto. [DHCS Contract, Exhibit D(f), § 18]
44. Third Party Tort Liability. Facility and Subcontractors 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, worker's compensation, class action claims or casualty liability insurance awards, and uninsured motorist coverage. Facility 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 that may result in casualty insurance payments, tort liability, Workers' Compensation award, class action claims, or estate recovery that could result in recovery by the CalOptima Member of funds to which DHCS has lien rights under Welfare and Institutions Code Article 3.5 (commencing with Section 14124.70), Part 3, Division 9. [DHCS Contract, Exhibit E, §§ 1.25 and 1.26]
45. 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. Facility's proposal to reduce or change the hours, days, or location at which the services are available shall be given to CalOptima at least seventy-five (75) days prior to the proposed effective date. [Exhibit A, Attachment III, § 5.2.9]
46. Confidentiality of Medi-Cal Members.
  - 46.1 Facility and its Subcontractors shall have policies and procedures in place to guard against unlawful disclosure of protected health information, personally identifying information, and any other Member confidential information in accordance with 45 CFR Parts 160 and 164, Civil Code §§ 1798 *et seq.* Facility and its Subcontractors shall obtain prior written authorization from the Member in order to disclose such information unless exempted by 22 CCR § 51009. [DHCS Contract, Exhibit A, Attachment III, § 5.1.1.B]
  - 46.2 In accordance with 42 CFR § 431.300 *et seq.*, as well as Welfare & Institutions Code § 14100.2 and regulations adopted thereunder, Facility and its employees, agents, and Subcontractors shall protect from unauthorized disclosure the names and other identifying information, records, data, and data elements concerning persons either receiving services pursuant to this Contract, or persons whose names or identifying information become available or are disclosed to Facility, its employees, and/or agents as a result of services performed under this Contract, except for statistical information not identifying any such persons. Facility and its employees, agents, and Subcontractors shall not use or 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.

46.2.1 Facility and its employees, agents, and Subcontractors shall promptly transmit to CalOptima all requests for disclosure of such identifying information not emanating from the Member. Facility may release medical records in accordance with Laws pertaining to the release of this type of information. Facility is not required to report requests for medical records made in accordance with Laws.

46.2.2 With respect to any identifiable information concerning a Member under this Contract that is obtained by Facility or its Subcontractors, Facility will, at the termination or expiration of this Contract, return all such information to CalOptima or maintain such information according to written procedures sent to Facility by CalOptima for this purpose.

46.2.3 For purposes of this Section 46.2, identity shall include the name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

[DHCS Contract, Exhibit D(f) § 14; Exhibit E, § 1.23]

47. Debarment Certification. By signing this Contract, Facility agrees to comply with applicable federal suspension and debarment regulations, including 2 CFR 180 and 2 CFR 376.

47.1 By signing this Contract, Facility certifies to the best of its knowledge and belief, that it and its principals:

47.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

47.1.2 Have not within a three (3)-year period preceding this Contract been convicted of or had a civil judgment rendered against them for: (i) 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; (ii) a violation of federal or State antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

47.1.3 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 Section 47.1.2, above;

47.1.4 Have not within a three (3)-year period preceding the Effective Date had one or more public transactions (federal, state, or local) terminated for cause or default;

- 47.1.5 Have not, within a three (3)-year period preceding this Contract, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376;
- 47.1.6 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 Part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
- 47.1.7 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.
- 47.2 If Facility is unable to certify to any of the statements in this Section 47, Facility shall submit an explanation to CalOptima prior to the Effective Date and then immediately upon any change in the certifications above during the Term.
- 47.3 The terms and definitions in this Section 47 not otherwise defined in the Contract have the meanings set out in 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
- 47.4 If Facility knowingly violates this certification, in addition to other remedies available to the federal government, CalOptima may terminate this Contract for cause.

[DHCS Contract, Exhibit (D)(f) § 20]

- 48. DHCS Directions. If required by DHCS, Facility and its Subcontractors shall cease specified services for Members, which may include referrals, assignment of beneficiaries, and reporting, until further notice from DHCS. [DHCS Contract, Exhibit (D)(f) § 32]

- 49. Lobbying Restrictions and Disclosure Certification.

- 49.1 This Section 49 is applicable to federally funded contracts in excess of \$100,000 per 31 USC § 1352. If this Section 49 is applicable to the Contract, Facility shall comply with the requirements in this Section 49, as well as complete the disclosure forms in Attachment E prior to the Effective Date.

- 49.2 Certification and Disclosure Requirements.

- 49.2.1 If this Contract is subject to 31 USC § 1352 and exceeds \$100,000 at any tier, Facility shall file the certification and disclosure forms in Attachment E prior to the Effective Date.

- 49.2.2 Facility shall file a disclosure (in the form set forth in Attachment E, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if Facility has made or has agreed to make any payment using non-appropriated 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 that would be prohibited under Section 49.3 if paid for with appropriated funds.

- 49.2.3 Facility 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 Facility under Section 49.2.2. An event that materially affects the accuracy of the information reported includes:
- 49.2.3.1 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;
  - 49.2.3.2 A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - 49.2.3.3 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.
- 49.2.4 Each Subcontractor who requests or receives from Facility or Subcontractor a contract, subcontract, grant, or subgrant exceeding \$100,000 at any tier under this Contract shall file a certification, and a disclosure form, if required, to the next tier above that Subcontractor.
- 49.2.5 All disclosure forms (but not certifications) completed under this Section 49.2 and Attachment E shall be forwarded from tier to tier until received by CalOptima. CalOptima shall forward all disclosure forms to DHCS program contract manager.
- 49.3 Prohibition. 31 USC § 1352 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.

[DHCS Contract, Exhibit (D)(f) § 35]

50. Air or Water Pollution Requirements. Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with this section unless said agreement is exempt by Laws. If applicable, Facility agrees to comply with all standards, orders, or requirements issued under the Clean Air Act (42 USC §§ 7401 *et seq.*), as amended, and the Clean Water Act (33 USC §§ 1251 *et seq.*), as amended. [DHCS Contract, Exhibit (D)(f) § 12]
51. Domestic Partners. Pursuant to HSC § 1261, if Facility is licensed pursuant to HSC § 1250, Facility agrees to permit a Member to be visited by a Member's domestic partner, the children of the Member's domestic partner, and the domestic partner of the Member's parent or child. [HSC § 1261]

52. Financial Viability. If Facility accepts financial risk for the provision of Covered Services, Facility will comply with CalOptima's system, Laws, and the DHCS Contract's requirements to evaluate and monitor Facility's financial viability. [DHCS Contract, Exhibit A, Attachment III, § 3.1.7]

**ATTACHMENT D**  
**MEDI-CAL DISCLOSURE FORM**

**@@Provider Name@@**

---

Name of Facility

The undersigned hereby certifies that the following information regarding **@@Provider Name@@** (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  
}}

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## **ATTACHMENT E**

### **LOBBYING CERTIFICATION FORMS**

#### **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.

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Name of Contractor

---

Printed Name of Person Signing for Contractor

---

Contract / Grant Number

---

Signature of Person Signing for Contractor

---

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

## CERTIFICATION REGARDING LOBBYING Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046  
(See reverse for public burden disclosure)

|   |   |   |
|---|---|---|
| 1. Type of Federal Action:<br><br><div style="text-align: center;">contract</div> <div style="text-align: center;">grant</div>  | 2. Status of Federal Action:<br><br><div style="text-align: center;">bid/offer/applica<br/>tion initial</div> | 3. Report Type:<br><br><div style="text-align: center;">initial filing</div> <div style="text-align: center;">material change</div> |
| 4. Name and Address of Reporting Entity:<br><br>Congressional District, If known:   |   | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:   |
| 6. Federal Department/Agency:   |   | Federal Program Name/Description:   |
| 8. Federal Action Number, if known:   | 9. Award Amount, if known:  |   |
| 10. a. Name and Address of Lobbying Entity<br>(If individual, last name, first name, MI):   | b. Name and Address of Lobbying Entity<br>(If individual, last name, first name, MI):                         |   |
| Amount of Payment (check all that apply):   | 13. Type of Payment all that apply): (check   |   |
| Form of Payment (check all that apply):   | <div style="text-align: center;">a. retainer</div> <div style="text-align: center;">b. one-time fee</div>     |   |
| Value   |   |   |
| 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:  |   |   |
| 15. Continuation Sheet(s) SF-LLL-A Attached:      Yes      No   |   |   |
| 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 |   | Signature:  |
|   |   | Print Name:   |
|   |   | Title:  |
|   |   | Telephone No.:      Date:   |
| <b>Federal Use Only</b>   |   | Authorized for Local  |

## 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 1<sup>st</sup> 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. |
|---|

**DATE:** August 18, 2023

ALL PLAN LETTER 23-023

**TO:** ALL MEDI-CAL MANAGED CARE PLANS

**SUBJECT:** INTERMEDIATE CARE FACILITIES FOR INDIVIDUALS WITH  
DEVELOPMENTAL DISABILITIES -- LONG TERM CARE BENEFIT  
STANDARDIZATION AND TRANSITION OF MEMBERS TO MANAGED  
CARE

**PURPOSE:**

The purpose of this All Plan Letter (APL) is to provide requirements to all Medi-Cal managed care plans (MCPs) for the Long-Term Care (LTC) Intermediate Care Facility/Home for Individuals with Developmental Disabilities<sup>1,2</sup> services provisions of the California Advancing and Innovating Medi-Cal (CalAIM) benefit standardization initiative.<sup>3,4</sup> This APL contains requirements related to Intermediate Care Facilities for the Developmentally Disabled (ICF/DD) Homes, Intermediate Care Facilities for the Developmentally Disabled-Habilitative (ICF/DD-H) Homes, and Intermediate Care Facilities for the Developmentally Disabled-Nursing (ICF/DD-N) Homes.

“Facility” and “Home” are interchangeable terms for an ICF/DD Facility and can include the following types: (1) ICF/DD-H as defined in Health and Safety Code (H&S) section 1250(e); (2) ICF/DD-N as defined in H&S section 1250(h); and (3) ICF/DD as defined in H&S section 1250(g).

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<sup>1</sup> Throughout this document, the term “developmentally disabled” is used to match current California Code of Regulations (CCR) language. The CCR is searchable at <https://govt.westlaw.com/calregs/Search/Index?Template=Find>. However, it is acknowledged that this terminology is not person-centered and does not align with more contemporary language such as “people with intellectual and other developmental disabilities.”

<sup>2</sup> Welfare and Institutions Code (W&I) section 4512 defines developmental disability to be inclusive of intellectual disability and disabling conditions found to be closely related to intellectual disability or which require similar treatment. State law is searchable at: <https://leginfo.legislature.ca.gov/faces/home.xhtml>

<sup>3</sup> Further information about CalAIM can be found at: <https://www.dhcs.ca.gov/CalAIM>.

<sup>4</sup> For more information on the CalAIM LTC Carve-In Transition, see the CalAIM ICF/DD LTC Carve-In page on DHCS’ website at: <https://www.dhcs.ca.gov/provgovpart/Pages/Long-Term-Care-Carve-In-Transition.aspx>.

Note: This does not include ICF/DD-Continuous Nursing Care Program.<sup>5</sup>

The ICF/DD Home living arrangement is a Medi-Cal Covered Service offered to individuals with intellectual and developmental disabilities who are eligible for services and supports through the Regional Center service system.<sup>6</sup>

This includes ICF/DD 60+ bed facilities, ICF/DD 1-59 bed facilities, ICF/DD-H 7-15 bed Homes, ICF/DD-H 4-6 bed Homes, ICF/DD-N 7-15 bed Homes, and ICF/DD-N 4-6 bed Homes. Throughout this document, the term ICF/DD Home is used to generally refer to these facilities and homes unless otherwise specified.

### **BACKGROUND:**

The Medi-Cal program provides services through both a Fee-For-Service (FFS) and managed care delivery system. While Medi-Cal managed care is available statewide, the covered benefits presently vary among counties depending on the county-specific MCP model.

CalAIM seeks to move Medi-Cal to a more consistent and seamless system by reducing complexity and increasing flexibility through benefit standardization. To further these goals, the Department of Health Care Services (DHCS) is implementing benefit standardization – also termed a “carve-in” – of the ICF/DD Home benefit statewide.<sup>7</sup>

Currently, only County Organized Health System (COHS) MCPs cover ICF/DD benefits under the institutional LTC services benefit. At present, Members receiving ICF/DD services in non-COHS counties are served through Medi-Cal FFS. Pursuant to Medi-Cal’s benefit standardization policy, beginning January 1, 2024, Members who reside in an ICF/DD Home will remain enrolled in managed care, instead of being disenrolled from the MCP and transferred to FFS Medi-Cal. Members who are residing in an ICF/DD Home will be transferred from FFS Medi-Cal to Medi-Cal managed care.<sup>8</sup>

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<sup>5</sup> See the CalAIM ICF/DD LTC Carve-In page on DHCS’ website, at: <https://www.dhcs.ca.gov/provgovpart/Pages/Intermediate-Care-Facility-for-Developmentally-Disabled-ICF-DD-Long-Term-Care-Carve-In.aspx>

<sup>6</sup> The Department of Developmental Services (DDS) provides a list of Regional Centers and contact information, available at: <https://www.dds.ca.gov/rc/listings/>.

<sup>7</sup> See Attachment 1 of APL 21-015, or any superseding APL, for more detailed information on Mandatory Managed Care Enrollment. APLs and their associated attachments are searchable at: <https://www.dhcs.ca.gov/formsandpubs/Pages/AllPlanLetters.aspx>

<sup>8</sup> Certain populations are exempted from mandatory managed care enrollment. Please see APL 21-015 for more information.

## 1. Member Rights Through the Lanterman Act<sup>9</sup>

The Lanterman Developmental Disabilities Services Act (Lanterman Act) provides an entitlement to services and supports for individuals with intellectual and developmental disabilities and their families.<sup>10</sup> It mandates comprehensive services and supports to enable people to live more independent, productive, and fulfilled lives. Regional Centers, as administered by the Department of Developmental Services (DDS), are governed by the Lanterman Act.

The Lanterman Act outlines (1) The rights of individuals with developmental disabilities and their families, (2) How the Regional Centers and service Providers can assist these individuals, (3) What services and supports individuals and family members can obtain, (4) How to continuously engage with the Individualized Program Plan (IPP) to get needed services, as well as (5) Additional important information, including information regarding individual rights. California's Regional Center delivery system established under the Lanterman Act provides lifelong services and supports to assist those served to lead the most independent and productive lives in their chosen communities. There are 21 Regional Centers throughout the state.<sup>11</sup>

Required functions of the Regional Center system include intake, assessment, eligibility determination, person-centered planning, case management, and the purchase of necessary services and supports for eligible individuals. Regional Centers develop, purchase, and coordinate the services in each person's IPP.

Individuals' service and support choices are a primary focus of person-centered planning under the Lanterman Act. Specifically, the Lanterman Act states:

Services and supports should be available to enable persons with developmental disabilities to approximate the pattern of everyday living available to people without disabilities of the same age. Members of services and supports, and where appropriate, their parents, legal guardian, or conservator, should be empowered to make choices in all life areas. These include promoting opportunities for individuals with developmental disabilities to be integrated into the mainstream of life in their home communities, including supported living and other appropriate community living arrangements. In

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<sup>9</sup> See the Lanterman Act and Related Laws, available at: [https://www.dds.ca.gov/wp-content/uploads/2023/02/Lanterman\\_2023\\_Pub.pdf](https://www.dds.ca.gov/wp-content/uploads/2023/02/Lanterman_2023_Pub.pdf)

<sup>10</sup> The Lanterman Act and Related Laws.

<sup>11</sup> DDS provides a list of Regional Centers and contact information, available at: <https://www.dds.ca.gov/rc/listings/>

providing these services, members and their families, when appropriate, should participate in decisions affecting their own lives, including, but not limited to, where and with whom they live, their relationships with people in their community, the way in which they spend their time, including education, employment, and leisure, the pursuit of their own personal future, and program planning and implementation.<sup>12</sup>

Regional Centers develop an IPP for each individual with intellectual and/or developmental disabilities, based on the individual's person-centered goals and needs.<sup>13</sup> An IPP serves as a contract between the Regional Center and an individual, and identifies (1) all services and supports the individual needs and is entitled to receive, and (2) whether the Regional Center will provide, supervise, or pay for the services, or another agency will. The IPP includes all services and supports the individual needs, even if a service will be provided by another source, such as Medi-Cal.<sup>14</sup> The IPP process centers on the individual, and if appropriate, the individual's parents, legal guardian or conservator, or authorized representative. The individual may choose whomever they wish to take part in their IPP meeting. The IPP is an ongoing process that is updated regularly, and through the life cycle of the individual.

The Lanterman Act is very specific and detailed as to Regional Centers' responsibilities and the development and implementation of the IPP. The services identified in the individuals' IPPs go beyond those covered by Medi-Cal and MCPs. To the extent that MCPs provide some of the same or similar services to those provided by Regional Centers, the MCP services do not duplicate or supplant Regional Centers' duties under the Lanterman Act. Regional Centers are required to comply with the provisions of the Lanterman Act, regardless of whether similar services are also provided by MCPs.<sup>15</sup>

An Individual Service Plan (ISP) also is developed by the ICF/DD Home's interdisciplinary professional staff/team, and includes participation of the individual, direct care staff, and should include all relevant staff of other agencies involved in serving the individual.<sup>16</sup> The ISP implements the requirements of the Regional

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<sup>12</sup> See page 48 of the Lanterman Act and Related Laws, at: [https://www.dds.ca.gov/wp-content/uploads/2023/02/Lanterman\\_2023\\_Pub.pdf](https://www.dds.ca.gov/wp-content/uploads/2023/02/Lanterman_2023_Pub.pdf)

<sup>13</sup> W&I section 4646.

<sup>14</sup> W&I section 4646.5.

<sup>15</sup> A list of services commonly provided by Regional Centers can be found at: [https://www.dds.ca.gov/wp-content/uploads/2019/03/RC\\_ServicesDescriptionsEnglish\\_20190304.pdf](https://www.dds.ca.gov/wp-content/uploads/2019/03/RC_ServicesDescriptionsEnglish_20190304.pdf)

<sup>16</sup> Information on the Client Assessment can be found in 22 CCR section 76859.

Center's IPP and is based on a detailed individual developmental assessment which includes disabilities, developmental strengths, and the individual's needs. It includes active treatment goals. The ISP is completed 30 days following a transition to an ICF/DD Home.

## 2. Benefit Eligibility

To be eligible for Regional Center services, an individual must have a developmental disability that originates before 18 years of age, continues, or can be expected to continue, indefinitely, and constitutes a substantial disability for that individual. As defined by the director of DDS, in consultation with the Superintendent of Public Instruction, this term includes intellectual disability, cerebral palsy, epilepsy, and autism. This term also includes disabling conditions found to be closely related to intellectual disability or to require treatment similar to that required for individuals with an intellectual disability but shall not include other handicapping conditions that are solely physical in nature.<sup>17</sup>

## 3. MCP Readiness

DHCS will ensure MCP readiness before the transition of these populations into managed care. Readiness includes, but is not limited to, requiring MCPs – including COHS MCPs – to submit data and information to DHCS to confirm there is an adequate Network in place to meet anticipated utilization for their Members. Additionally, a deliverables matrix has been provided to MCPs with all plan readiness requirements.

### **POLICY:**

Effective January 1, 2024, DHCS will require Non-Dual and Dual LTC Members (including those with Medi-Cal Share of Cost coverage) to enroll in an MCP and receive their LTC ICF/DD Home benefit through their MCP. Enrollment into an MCP does not change a Member's relationship with their Regional Center. Access to Regional Center services and to the current IPP process will remain the same.

## **I. Benefits Requirements**

### 1. ICF/DD Home Services Benefit Requirements

Effective January 1, 2024, MCPs must provide all Medically Necessary Covered Services for Members residing in or obtaining care in an ICF/DD Home, including home

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<sup>17</sup> W&I section 4512(a).

services, professional services, ancillary services, and transportation services. MCPs must also provide the appropriate level of care coordination, as outlined in this APL and in adherence to requirements in the MCP Contract and DHCS' Population Health Management (PHM) Policy Guide.<sup>18</sup>

MCPs in all counties must authorize and cover Medically Necessary ICF/DD Home services, consistent with definitions in the Medi-Cal Provider Manual.<sup>19</sup> All MCPs must ensure Members in need of ICF/DD Home services, as determined through the IPP and Regional Center authorization, are authorized using the Certification for Special Treatment Program Services form HS 231.<sup>20</sup> MCPs must receive a copy of the Certification for Special Treatment Program Services form HS 231 as a prerequisite to providing coverage of ICF/DD Home services.

## 2. Included and Excluded Services for ICF/DD Homes

The list of services that are included and excluded from the ICF/DD, ICF/DD-H, and ICF/DD-N Homes' per diem are established in 22 California Code of Regulations (CCR) sections 76345 through 76355 (for ICF/DD-N); 22 CCR sections 76853 through 76906 (for ICF/DD-H); and 22 CCR sections 76301 through 76413 and 22 CCR section 51165 (for ICF/DD) and listed in Attachment A.

MCPs must coordinate benefits with other health care coverage (OHC) programs or entitlements in accordance with APL 22-027, Cost Avoidance and Post-Payment Recovery for Other Health Coverage, or any superseding APL. Such coordination of benefits must include recognizing OHC as primary and the Medi-Cal program as the payer of last resort by exercising cost avoidance and conducting post-payment recovery for the reasonable value of the services if the OHC is identified retroactively, if the Member has an OHC indicator of A, or if the service is required to be "pay and chase."<sup>21, 22</sup>

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<sup>18</sup> See the PHM Policy Guide, available at: <https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf>

<sup>19</sup> See the Medi-Cal Provider Manual, at: <https://mcweb.apps.prd.cammis.medi-cal.ca.gov/publications/manual?community=long-term-care>.

<sup>20</sup> Form HS 231 is available at: [https://filessysdev.medi-cal.ca.gov/pubsdoco/forms/hs\\_231.pdf](https://filessysdev.medi-cal.ca.gov/pubsdoco/forms/hs_231.pdf)

<sup>21</sup> A "pay and chase" arrangement is when Medi-Cal pays for the Member's services and then seeks reimbursement from the Member's OHC.

<sup>22</sup> The existence of OHC must not be a barrier to accessing ICF/DD services.

Members may still utilize their OHC after enrollment in the MCP. OHC providers do not have to be in the Member's MCP Network to continue providing services or billing the MCP for copays.<sup>23</sup>

If a Member has both Medicare and Medi-Cal coverage, there will be no changes to the Member's Medicare coverage as a result of the ICF/DD Homes benefit standardization. For Members who are dually Medicare and Medi-Cal covered, or who have OHC, the MCP must coordinate care and address coverage needs, regardless of payer source.

Medicare does not cover LTC ICF/DD Home benefits. LTC ICF/DD Home benefits are exclusively covered by Medi-Cal. ICF/DD Homes are not enrolled in Medicare, and do not bill Medicare for LTC ICF/DD Home benefits they provide. Members may, however, receive other benefits from Medicare in addition to the ICF/DD Home benefits that fall to the MCP to coordinate.

MCPs must ensure that Network Providers have appropriate training on benefits coordination, including balanced billing prohibitions.

As of January 1, 2024, transportation services will be coordinated between the MCP and ICF/DD Home.

MCPs will cover Non-Emergency Medical Transportation (NEMT) and Non-Medical Transportation (NMT) services as set forth in the MCP Contract and APL 22-008 unless otherwise covered.<sup>24</sup>

Day Program and related transportation (referenced in the ICF/DD State Plan Amendment (SPA)<sup>25</sup>) will continue to be provided by ICF/DD Homes and are not the responsibility of MCPs.

Consistent with guidance in APL 22-012, Governor's Executive Order N-01-19, Regarding Transitioning Medi-Cal Pharmacy Benefits from Managed Care to Medi-Cal Rx, or any superseding APL, the financial responsibility for prescription drugs is determined by the claim type on which they are billed. If certain drugs are dispensed by a pharmacy and billed on a pharmacy claim, they are carved out and paid by Medi-Cal

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<sup>23</sup> More information on mandatory managed care and OHC is available at:

<https://www.dhcs.ca.gov/services/Documents/MCQMD/OHC-and-MMCE-Fact-Sheet.pdf>.

<sup>24</sup> See APL 22-008, Non-Emergency Medical and Non-Medical Transportation Services and Related Travel Expenses, or any superseding APL for more information.

<sup>25</sup> SPA 11-020 is available at:

<https://www.dhcs.ca.gov/formsandpubs/laws/Documents/Recent%20Amendments%2011-020.pdf>.

Rx.<sup>26</sup> If the drugs are provided by the ICF/DD Home and billed on a medical or institutional claim, the MCP is responsible.

For MCPs newly covering ICF/DD Home services effective January 1, 2024, and for any MCPs that do not include prescription drugs in their contracted ICF/DD Home rates, financial responsibility for prescription drugs is determined by claim type, as discussed above, since the Medi-Cal FFS ICF/DD Home per diem rate does not include legend drugs (prescription drugs).<sup>27</sup> MCPs may choose to cover drugs not covered by Medi-Cal Rx, inclusive of over-the-counter drugs and other therapies otherwise not covered.

MCPs must comply with PHM requirements, as outlined in Part IX below, in the MCP Contract, and in the PHM Policy Guide,<sup>28</sup> which include the coordination of Medically Necessary drugs or medications on behalf of the Member.

## **II. Network Readiness Requirements**

DHCS issued ICF/DD Home Network readiness requirements guidance separately to the MCPs via email on May 31, 2023, in the document titled Intermediate Care Facility for Developmental Disabilities Network Readiness Requirements along with a reporting template.

Effective January 1, 2024, MCPs will be required to have and maintain an adequate Network consisting of ICF/DD Homes, ICF/DD-H Homes, and ICF/DD-N Homes licensed and certified by the California Department of Public Health (CDPH) and report their contracting status at the time of Network submission. MCPs with contracting efforts in progress or contracts not yet active can provide evidence of such efforts. The Network must include at minimum one (1) of each ICF/DD Home type within California, prioritizing ICF/DD Homes in the MCP's county when available. MCPs must assess Member utilization needs and use a data-driven approach to periodically monitor their Networks to ramp up Network adequacy (i.e., Out-of-Network requests, continuity of

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<sup>26</sup> More information on the coverage of Medi-Cal pharmacy services is available through the current Medi-Cal Rx scope at:

<https://www.dhcs.ca.gov/provgovpart/pharmacy/Documents/MediCal-Rx-Scope-V06-2-8-2022.pdf>.

<sup>27</sup> 22 CCR sections 51510 and 51511.

<sup>28</sup> See the PHM Policy Guide, available at: <https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf>

care, etc.). A list of approved and active ICF/DD Homes can be found on the CDPH website.<sup>29</sup>

MCPs must work to streamline credentialing and recredentialing processes for ICF/DD Homes using materials submitted by ICF/DD Homes to CDPH, DDS, and DHCS. DHCS will offer forthcoming detailed guidance in the Policy Guide document.

MCPs must also make every effort to assess the various provider types currently serving ICF/DD Home residents receiving Medi-Cal covered services and maintain an adequate Network with them. For example, an ICF/DD Home may currently be contracting with specialized occupational therapists who know how to provide services for individuals with intellectual and developmental disabilities and those providers may bill Medi-Cal directly on a FFS basis. Using this example, DHCS expects MCPs to make every effort to contract with the occupational therapists currently serving these Members to ensure care is not disrupted. If all efforts to contract with providers currently working with Members have been exhausted, then the MCP may offer the Member a choice of a Network Provider to transition services. MCPs must ensure that the Network Providers are equipped and appropriately trained to work with individuals with intellectual and developmental disabilities.

MCPs must ensure that timely access to the ICF/DD Home benefit is available within five to no more than 14 calendar days of receiving the authorization request from the ICF/DD Home, according to the county of residence, as outlined in Welfare and Institutions Code (W&I) section 14197.<sup>30</sup>

MCPs must ensure contracted ICF/DD Home Providers receive a preapproval or assessment of suitability from CDPH prior to the execution of a Network Provider Agreement for ICF/DD Home Providers undergoing a change of ownership. MCPs' Network Provider Agreements with ICF/DD Home Providers must have a clause stating ICF/DD Home Providers must notify the MCP whether it is undergoing a change of ownership so the ICF/DD Home can obtain preapproval or assessment of suitability from CDPH.

In accordance with APL 21-003, Medi-Cal Network Provider and Subcontractor Terminations, or any superseding APL, MCPs must comply with requirements relating to CDPH initiated facility de-certifications and licensure suspensions. To ensure

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<sup>29</sup> The list of approved and active ICF/DDs can be found on the CDPH's Cal Health Find Database, at:

<https://www.cdph.ca.gov/Programs/CHCQ/LCP/CalHealthFind/Pages/SearchResult.aspx>

<sup>30</sup> W&I section 14197.

Members' health and safety, MCPs must work with Regional Centers to coordinate care and if necessary, work jointly to transition Members appropriately.

### **III. Leave of Absence and Bed Hold Requirements**

MCPs must comply with regulations regarding leave of absence (LOA) and bed hold policies.<sup>31</sup> MCPs must cover the stay when Members transfer from an ICF/DD Home to any acute care hospital setting, a post-acute care setting such as a skilled nursing facility (SNF), or a rehabilitation facility, and then require a return to an ICF/DD Home.<sup>32</sup> According to these regulations, MCPs must include as a covered benefit any LOA or bed hold that an ICF/DD Home provides. MCPs must authorize up to 73 days per calendar year for a LOA. For a bed hold, MCPs must authorize up to a total of 7 days per hospitalization.

Under the LOA and bed hold policies, which are detailed in 22 CCR sections 51535 and 51535.1, MCPs must allow the Member to return to the same ICF/DD Home where the Member previously resided if it is the Member's preference. MCPs must ensure the ICF/DD Home notifies the Member or the Member's authorized representative in writing of the right to exercise the bed hold provision. If a Member does not wish to return to the same ICF/DD Home following a LOA or approved bed hold period, the MCP must provide care coordination and transition support, including working with the assigned Regional Center, in order to assist the Member to identify another ICF/DD Home within the MCP's Network that can serve the Member. The Regional Center will take the lead on discharge and transition planning if the Member wishes to transition to a Regional Center funded living situation with input from other stakeholder such as the hospital, the original ICF/DD Home, and the MCP. The MCP will take the lead on discharge and transition planning if the Member chooses to transition to a different Medi-Cal level of care.

The Regional Center service coordinator is the primary person interacting with the Member for the purpose of ensuring the Member receives the Regional Center funded services and supports identified in the IPP. They have lead administrative authority for facilitating living arrangements including ICF/DD Home arrangements. A Member's expression of interest in seeking services from a different ICF/DD Home must not result in expulsion from the previously serving ICF/DD Home.

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<sup>31</sup> See 22 CCR sections 51535 (Leave of Absence), 51535.1 (Bed Hold for Acute Hospitalization), and 76506 (Bed Hold).

<sup>32</sup> SNF and general acute care hospital are defined in H&S section 1250(a).

#### **IV. Continuity of Care Requirements: ICF/DD Home Living Arrangement**

ICF/DD Homes are a long-term home living setting, in which Members may spend months, years, or decades of life. It is not within the scope of MCPs to change these living arrangements unnecessarily. Continuity of care ensures that a Member's ICF/DD Home will not change for at least 12 months while MCPs work to bring the ICF/DD Homes into their Network. During the continuity of care period, MCPs must automatically provide 12 months of continuity of care for the ICF/DD Home placement of any Member residing in an ICF/DD Home who is mandatorily enrolled into an MCP after January 1, 2024.

Automatic continuity of care means that Members currently residing in an ICF/DD Home do not have to request continuity of care to continue to reside in the ICF/DD Home. Instead, MCPs must automatically initiate the continuity of care process prior to the Member's transition to the MCP. MCPs must determine if Members are eligible for automatic continuity of care before the transition by identifying the Member's ICF/DD Home residency and pre-existing relationship through historical utilization data or documentation provided by DHCS, such as Medi-Cal FFS utilization data, or by using information from the Member or Provider, if not otherwise available from DHCS. DHCS will provide beneficiary utilization and treatment authorization request (TAR) data to MCPs in November 2023.

While Members must meet Medical Necessity criteria for ICF/DD services, continuity of care must be automatically applied. Medical Necessity is determined by documentation reflecting current care needs and recipient's prognosis by the Regional Center. The HS 231<sup>33</sup>, DHCS 6013 A<sup>34</sup> and Treatment Authorization Request (TAR) form (LTC TAR 20-1)<sup>35</sup> are considered sufficient information to determine Medical Necessity; however, if documentation is lacking, the MCP must request additional supporting documents to substantiate Medical Necessity.

MCPs must allow Members to stay in the same ICF/DD Home under continuity of care if the Member chooses to continue living in the ICF/DD Home and all of the following apply:

- The ICF/DD Home is licensed by CDPH;
- The ICF/DD Home is enrolled as a Medi-Cal Provider;
- The MCP will pay the ICF/DD Home payment rates that meet

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<sup>33</sup> Form HS 231 is available at: [https://filessysdev.medi-cal.ca.gov/pubsdoco/forms/hs\\_231.pdf](https://filessysdev.medi-cal.ca.gov/pubsdoco/forms/hs_231.pdf)

<sup>34</sup> DHCS Form 6013 A is available at: [https://filessysdev.medi-cal.ca.gov/pubsdoco/forms/6013A\\_prolonged\\_care\\_assessment.pdf](https://filessysdev.medi-cal.ca.gov/pubsdoco/forms/6013A_prolonged_care_assessment.pdf)

<sup>35</sup> Treatment Authorization Request (TAR) form can be found at: <https://filessysdev.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/Part2/tarcompltc.pdf>

- state statutory requirements;<sup>36</sup> and
- The ICF/DD Home meets the MCP's applicable professional standards and has no disqualifying quality-of-care issues.<sup>37</sup>

Following their initial 12-month continuity of care period, Members or their authorized representatives may request an additional 12 months of continuity of care, pursuant to the process established by APL 23-022, Continuity of Care for Medi-Cal Beneficiaries Who Newly Enroll in Medi-Cal Managed Care from Medi-Cal Fee-for-Service, on or after January 1, 2023, or any superseding APL.

A Member residing in an ICF/DD Home who newly enrolls in an MCP on or after January 1, 2024, or their authorized representative, who wishes to request an additional 12 months of continuity of care must follow the process established by APL 23-022, or any superseding APL. MCPs must notify the Member, or their authorized representative, and furnish a copy of the notification to the ICF/DD Home in which the Member resides, of the Member's right to request continuity of care, consistent with APL 23-022, or any superseding APL.

Under continuity of care, Members may continue seeing their Out-of-Network Medi-Cal Provider if the Member, authorized representative, or Provider contacts the new MCP to make the request. MCPs must provide continuity of care for all Medically Necessary ICF/DD Home services for Members residing in an ICF/DD Home at the time of enrollment in an MCP including professional services, ancillary services, and transportation services not already provided in the ICF/DD Home per diem rate. MCPs must also provide the appropriate level of care coordination, as outlined in this APL and in adherence to contractual requirements.

Members may continue seeing their existing Out-of-Network Medi-Cal Provider for up to 12 months after enrollment when the following conditions are met:

- The Member has a pre-existing relationship with the Provider, defined as having seen the Provider for at least one non-emergency visit in the prior 12 months.
- The Provider meets the MCP's professional standards and has no disqualifying quality of care issues; and
- The Provider is willing to work with the MCP (i.e., agree on payment and/or rates).

A Member may not simply attest to a preexisting relationship and, instead, must provide actual documentation which may be provided by the ICF/DD Home, unless the MCP

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<sup>36</sup> W&I section 14184.201(c).

<sup>37</sup> W&I section 14182.17.

makes an attestation option available to the Member. A pre-existing relationship means the Member has resided in an ICF/DD Home at some point during the 12 months prior to the date of the Member's enrollment in the MCP.

MCPs must also allow Members to maintain current drug therapy, including non-formulary drugs, until the Member is evaluated or re-evaluated by a Network Provider. The claim type determines the financial responsibility for prescription drugs. Drugs dispensed by a pharmacy and billed on a pharmacy claim are carved out of the MCP Contract and will continue to be covered by Medi-Cal Rx; there will be no changes for these outpatient prescription drug benefits. However, in cases where drugs are furnished by a Provider (i.e., in a doctor's office or other clinical setting) and billed on a medical or institutional claim, the MCP is responsible. MCPs may choose to cover drugs not covered by Medi-Cal Rx, inclusive of over-the-counter drugs and other therapies otherwise not covered by Medi-Cal.

Continuity of care also provides continued access to the following services but may require a switch to Network Providers: NEMT and NMT, Facility Services, Professional Services, Select Ancillary Services, and appropriate Level of Care Coordination. MCPs must make every effort to ensure continued access to care to providers that have experience and expertise in working with Members with developmental disabilities.

If a Member is unable to access continuity of care as requested, the MCP must provide the Member, or their authorized representative, with written notice of action of an adverse benefit determination in accordance with APL 21-011, Grievance and Appeals Requirements, Notice and "Your Rights" Templates, or any superseding APL.

MCPs must also comply with the requirements in H&S section 1373.96 and W&I section 14186.3(c)(4).

## **V. Continuity of Care Requirements: Medi-Cal Covered Services for ICF/DD Home Residents with Existing Treatment Authorizations**

Effective January 1, 2024, MCPs are responsible for TARs approved by DHCS, hereafter referred to as "authorization requests" for ICF/DD Home services provided under the ICF/DD Home per diem rate for the duration of the treatment authorization for existing authorization requests and for of up to two years for any new requests.<sup>38</sup>

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<sup>38</sup> See the Medi-Cal Provider Manual at: <https://mcweb.apps.prd.cammiis.medi-cal.ca.gov/publications/manual?community=long-term-care>

MCPs are responsible for all other approved authorization requests for services in an ICF/DD Home, exclusive of the ICF/DD Home per diem rate for a period of 90 days after enrollment in the MCP, or until the MCP is able to reassess the Member and authorize and connect the Member to Medically Necessary services.

Routine authorizations are subject to a turnaround time of five days.

Effective January 1, 2024, ICF/DD Homes will continue to submit the Certification for Special Treatment Program Services form HS 231 to the MCPs with any initial or reauthorization requests. MCPs must accept the Certification for Special Treatment Program Services form HS 231 as evidence of the Regional Center's determination that the Member meets the ICF/DD Home level of care.

MCPs and ICF/DD Homes are required to follow the Medi-Cal Provider Manual and statutory and regulatory requirements related to LTC services for ICF/DD Home services.<sup>39, 40, 41, 42</sup>

Whenever a reauthorization of ICF/DD-N Home services is being requested, the ICF/DD-N Home must submit a copy of the Member's ISP. ISP submissions are required as part of the periodic review of ICF/DD-N Homes.<sup>43</sup>

In instances where the Member is being discharged from or transferred out of an ICF/DD Home, the new ICF/DD Home must submit an updated authorization request that includes the changed dates of service.

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<sup>39</sup> The relevant Medi-Cal Provider Manuals are available at:

<https://mcweb.apps.prd.cammis.medi-cal.ca.gov/file/manual?fn=tar.pdf>; and <https://statics.teams.cdn.office.net/evergreen-assets/safelinks/1/atp-safelinks.html> and <https://statics.teams.cdn.office.net/evergreen-assets/safelinks/1/atp-safelinks.html>

<sup>40</sup> Required level of care forms can be found at: [https://filessysdev.medi-cal.ca.gov/pubsdoco/forms/6013A\\_prolonged\\_care\\_assessment.pdf](https://filessysdev.medi-cal.ca.gov/pubsdoco/forms/6013A_prolonged_care_assessment.pdf) and <https://filessysdev.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/Part2/tarcompltc.pdf>

<sup>41</sup> See 22 CCR sections 51510 (Payment for Services and Supplies—Nursing facility Level A services), 51510.1 (Payment for Services and Supplies-ICF DD), 51510.2 (Payment for Services and Supplies-ICF DD/H), 51510.3 (Payment for Services and Supplies-ICF DD/N), and 51526 (Incontinent Medical Supplies).

<sup>42</sup> W&I section 14131.10.

<sup>43</sup> See the Medi-Cal Provider Manual at: <https://mcweb.apps.prd.cammis.medi-cal.ca.gov/publications/manual?community=long-term-care>

## VI. ICF/DD Home Payment Rate

In accordance with W&I section 14184.201(c)(2), for contract periods from January 1, 2024, to December 31, 2025, inclusive, each MCP must reimburse a Network Provider furnishing ICF/DD Home services to a Member, and each Network Provider of ICF/DD Home services must accept, the payment amount the Network Provider would be paid for those services in the FFS delivery system, as defined by DHCS in the Medi-Cal State Plan and as authorized by W&I sections 14105.075(b) and 14184.102(d).

This reimbursement requirement is subject to the Centers for Medicare and Medicaid Services' (CMS) approval as a state-directed payment arrangement in accordance with 42 Code of Federal Regulations (CFR) section 438.6(c) and is subject to future budgetary authorization and appropriation by the California Legislature.<sup>44</sup>

MCPs in counties where ICF/DD Home services benefit coverage is newly transitioning from the Medi-Cal FFS delivery system to the Medi-Cal managed care delivery system on January 1, 2024,<sup>45</sup> must reimburse Network Providers of ICF/DD Home services for those services at **exactly** the Medi-Cal FFS per-diem rates applicable to that particular type of ICF/DD Home services Provider for dates of service from January 1, 2024, through December 31, 2025, in accordance with W&I section 14184.201(c)(2), this APL, and the terms of the CMS-approved directed payment preprint.<sup>46</sup>

MCPs in counties where ICF/DD Home services are already Medi-Cal managed care Covered Services prior to January 1, 2024, must reimburse Network Providers of ICF/DD Home services for those services at **no less than** the Medi-Cal FFS per-diem rates applicable to that particular type of ICF/DD Home services Provider for dates of service from January 1, 2024, through December 31, 2025, in accordance with W&I section 14184.201(c)(2), this APL, and the terms of the CMS-approved state directed payment preprint as applicable.<sup>47</sup>

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<sup>44</sup> The CFR is searchable at: <https://www.ecfr.gov/>

<sup>45</sup> This requirement applies to MCPs in the following 36 counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Imperial, Inyo, Kern, Kings, Los Angeles, Madera, Mariposa, Mono, Nevada, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, Santa Clara, Sierra, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, and Yuba.

<sup>46</sup> FFS per diem rates for ICF/DD, ICF/DD-H, and ICF/DD-N are available at: [https://www.dhcs.ca.gov/services/medi-cal/Pages/LTCRU.ICF\\_DD.aspx](https://www.dhcs.ca.gov/services/medi-cal/Pages/LTCRU.ICF_DD.aspx)

<sup>47</sup> This requirement applies to MCPs in the following 22 counties: Del Norte, Humboldt, Lake, Lassen, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Orange, San Luis Obispo, San Mateo, Santa Barbara, Santa Cruz, Shasta, Siskiyou, Solano, Sonoma, Trinity, Ventura, and Yolo.

These state-directed payment requirements only apply to inclusive per diem ICF/DD Home services as defined in 22 CCR sections 51510.1, 51510.2, and 51510.3, as applicable, and listed in Attachment A, starting on the first day of a Member's living arrangement. They do not apply to any other services provided to a Member living in an ICF/DD Home including, but not limited to, services outlined in 22 CCR section 51165(b), services provided by any Out-of-Network Provider, and any services that are not provided by a Network Provider of ICF/DD Home services at the per diem rate. Payments for such non-qualifying services, as well as payments that are not directly for ICF/DD Home services rendered such as Provider incentive and pay-for-performance payments, are not subject to the state-directed payment requirements.

## **VII. Payments Processes Including Timely Payment of Claims**

MCPs must provide a process for Network Providers to submit electronic claims and to receive payment electronically if a Network Provider requests electronic processing including, but not limited to, processing automatic crossover payments for Members who are dually eligible for Medicare and Medi-Cal. MCPs must allow an invoicing process with minimum necessary data elements for ICF/DD Homes unable to submit electronic claims. See Billing and Invoicing Guidance for agreed-upon data elements that MCPs and ICF/DD Homes must use for the invoicing process.<sup>48</sup>

MCPs must pay timely in accordance with the prompt payment standards within their MCP Contract. MCPs must pay claims, or any portion of any claim, as soon as practicable but no later than 30 days after receipt of the claim, and are subject to interest payments if failing to meet the standards.<sup>49</sup> MCPs must pay 90 percent of all clean claims from practitioners, who are in individual or group practice or who practice in shared health facilities, within 30 days of receipt, and 99 percent of all clean claims from such practitioners' claims, within 90 days of the date of receipt.<sup>50</sup> Please refer to APL 23-020, Requirements for Timely Payments of Claims, regarding requirements for MCPs related to timely payment of claims including Network Provider training requirements.

MCPs are highly encouraged to pay claims and invoices in the same frequency in which they are received, whether electronic or paper claims. If, as the result of retroactive adjustments to the Medi-Cal FFS per diem rates by DHCS, additional amounts are

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<sup>48</sup> Available at the DHCS CalAIM ICF/DD LTC Carve-In webpage.

<sup>49</sup> H&S section 1371.

<sup>50</sup> 42 CFR section 447.45(d)(2) and (d)(3)

owed in accordance with this APL to a Network Provider of ICF/DD Home services, then MCPs must make such adjustments in a timely manner.

MCPs must ensure that the Network Providers of ICF/DD Home services receive reimbursement in accordance with these requirements for all qualifying services regardless of any Subcontractor arrangements.

While these are the minimum requirements, MCPs are not precluded from advancing payments to ICF/DD Homes and reconciling to the paid amounts based on what the providers have appropriately billed, particularly at the start of the transition so that ICD/DD Homes can get accustomed to the MCPs' claims payment processes and MCPs can ensure timely payment and cash flow to ICF/DD Homes.

### **VIII. Population Health Management Requirements**

As required under the Lanterman Act, each Member living in an ICF/DD Home has a Regional Center service coordinator assigned to them. The service coordinator builds and sustains an ongoing relationship with the Member and their family through facilitation of the IPP process. Through this process, the service coordinator assists the Member and their family members in identifying needs and accessing services and resources, including from other agencies, including generic services when applicable. The Regional Center service coordinator is the primary person interacting with the Member and is the person ensuring the Member receives the services identified in the IPP.

Effective January 1, 2024, MCPs are required to coordinate and work with Regional Centers in the identification of services that will be provided to the Member by the MCP. The goal is to reduce any duplication of effort or work among the MCPs and Regional Centers, and to ensure MCPs are fully aware of the Member's needs and the services to be provided by the MCPs and Regional Centers. It is the Regional Centers' duty to ensure their members residing in ICF/DD Homes receive all services and supports identified in the IPPs. MCPs must inform the Regional Centers of which services will be provided by MCPs. A Memorandum of Understanding between Regional Centers and MCPs that includes coordination for Members living in ICF/DD Homes will support this effort.

Effective January 1, 2024, MCPs must implement a PHM Program ensuring all Medi-Cal managed care Members, including Members living in ICF/DD Homes, have access to a comprehensive set of services based on their needs and preferences across the continuum of care, including Basic Population Health Management (BPHM), transitional

care services (TCS), care management programs, and Community Supports, as appropriate and in coordination with the Regional Center.

BPHM applies an approach to care that ensures needed programs and services, including primary care Providers and specialists, are made available to each Member. In contrast to care management, which is focused on populations with significant or emerging needs, all MCP Members receive BPHM, regardless of their level of need.

As part of their PHM Program, MCPs must provide strengthened TCS that will be implemented in a phased approach. TCS for high-risk Members was instituted January 1, 2023.<sup>51</sup> As of January 1, 2024, TCS will be required for all Members, regardless of risk status. By January 1, 2024, MCPs must ensure that prior authorization determinations are rendered in a timely manner for **all Members** and have a process to track when **all Members** are admitted, discharged, or transferred from facilities, including ICF/DD Homes. The PHM Policy Guide notes that high risk individuals include individuals in all LTSS services, including LTC, as well as individuals that have a behavioral health diagnosis or a developmental disability.<sup>52</sup> TCS include assigning a single point of contact, referred to as a care manager, to assist Members throughout their transition and ensure all required services are complete. MCPs and their assigned care managers must ensure Member transitions to and from an ICF/DD Home are timely and do not delay or interrupt any Medically Necessary care.

Care management, beyond transitions, includes two programs: (1) Complex Care Management (CCM) and (2) Enhanced Care Management (ECM). If a Member is enrolled in either CCM or ECM, TCS must be provided by the Member's assigned care manager. MCPs must also continue to provide all elements of BPHM to Members enrolled in care management programs.

CCM is a service for managed care Members who need extra support to avoid adverse outcomes but who are not in the highest risk group. CCM provides both ongoing chronic care coordination and interventions for episodic, temporary needs with a goal of regaining optimum health or improved functional capability, in the right setting and in a cost-effective manner.

ECM is a whole-person, interdisciplinary approach to comprehensive care management for managed care Members who meet the Populations of Focus (POF) criteria. It is

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<sup>51</sup> Members receiving LTSS, including those in an institutional setting, are one of the groups considered to be "high risk". CMS classifies Intermediate Care Services as an institutional service.

<sup>52</sup> See the PHM Policy Guide, at: <https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf>

intended to address the clinical and non-clinical needs of high-cost, high-need Members through systematic coordination of services and it is community-based, interdisciplinary, high touch, and person-centered.

Members living in ICF/DD Homes are eligible for basic PHM, TCS, and TCM as applicable. While they are not currently eligible for ECM, if there are other individual care needs or concerns, their needs can be reviewed for consideration. If a Member will be transitioning out of an ICF/DD Home, the restriction of duplicative service is removed, and the Member must be assessed to determine need/eligibility for ECM services.

A Member can receive appropriate Community Supports if they are eligible for specific Community Supports and the MCP offers Community Supports. Community Supports are offered in place of State Plan benefits or settings. TCS are generally not duplicative of Community Supports but the MCP will be responsible for ensuring there is no duplication of services and/or payment.

For more information about PHM, please refer to the DHCS PHM website<sup>53</sup>; the PHM Policy Guide<sup>54</sup>; APL 22-024, or any superseding APL; and the operative MCP Contract (as amended). For more information about ECM or Community Supports, please refer to the DHCS ECM and Community Supports webpage<sup>55</sup>; APL 21-012, or any superseding APL; APL 21-017, or any superseding APL; the Finalized ECM and Community Supports MCP Contract Template<sup>56</sup>; the ECM Policy Guide<sup>57</sup>; and the Community Supports Policy Guide.<sup>58</sup>

## **IX. Quality Monitoring and Reporting**

MCPs are responsible for monitoring quality and appropriateness of care provided to Members who reside at contracted ICF/DD Homes through the establishment of an

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<sup>53</sup> See the DHCS PHM Webpage, at:

<https://www.dhcs.ca.gov/CalAIM/Pages/PopulationHealthManagement.aspx>

<sup>54</sup> See the PHM Policy Guide, at: <https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Program-Guide-a11y.pdf>

<sup>55</sup> See the ECM and Community Supports Webpage, at:

<https://www.dhcs.ca.gov/Pages/ECMandILOS.aspx>

<sup>56</sup> See the ECM and Community Supports Template, at:

<https://www.dhcs.ca.gov/Documents/MCQMD/MCP-ECM-and-ILOS-Contract-Template-Provisions.pdf>

<sup>57</sup> See the ECM Policy Guide, at: <https://www.dhcs.ca.gov/Documents/MCQMD/ECM-Policy-Guide.pdf>

<sup>58</sup> See the Community Supports Policy Guide, at:

<https://www.dhcs.ca.gov/Documents/MCQMD/DHCS-Community-Supports-Policy-Guide.pdf>

ICF/DD Home's quality assurance program. MCPs should establish a mechanism to receive ICF/DD Homes' oversight and compliance findings and data from the California Department of Public Health (CDPH), as well as service delivery findings from the Regional Centers, through the MCPs' and Regional Centers' executed Memoranda of Understanding so that information can be included in the quality assurance program. Upon DHCS request, MCPs must submit quality assurance reports with outcome and trending data.

## **X. Policies and Procedures**

MCPs must update and submit their Policies and Procedures (P&Ps) to include all requirements in this APL to their Managed Care Operations Division (MCOD) Contract Manager. In addition, MCPs must submit any P&Ps required in any DHCS deliverables lists for LTC to their MCOD Contract Manager.

MCPs are further 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. These requirements must be communicated by each MCP to all Subcontractors and Network Providers. DHCS may impose Corrective Action Plans (CAP), as well as administrative and/or monetary sanctions for non-compliance. For additional information regarding administrative and monetary sanctions, see APL 23-012, and any superseding APLs on this topic. Any failure to meet the requirements of this APL may result in a CAP and subsequent sanctions.

## **XI. Long-Term Services and Supports Liaison**

MCPs must identify an individual, or set of individuals, (either MCP or Subcontractor staff) to serve as liaisons for the Long-Term Services and Supports (LTSS) Provider community.<sup>59</sup> The LTSS liaison is not required to be credentialed/licensed, but must have the ability to support the ICF/DD population's service needs. These staff must be trained by the MCP to identify and understand the full spectrum of Medi-Cal long-term institutional care, including payment and coverage rules. LTSS liaisons must serve as a single point of contact for service providers in both a Provider representative role and to support care transitions, as needed. LTSS liaisons must assist service providers in addressing claims and payment inquiries in a responsive manner and assist with care transitions among the LTSS Provider community to best support a Member's needs. LTSS liaisons do not have to be a clinical licensed professional but may be a non-licensed or paraprofessional. MCPs must identify these individuals and disseminate

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<sup>59</sup> The requirement for the LTSS liaison is also outlined in APL 23-004.

their contact information to their Network Providers. MCPs must notify Network Providers of changes to LTSS liaison assignment expeditiously in order to ensure coordination and services offered to Members.

## **XII. Additional Guidance**

### **ICF/DD Homes Provider Model Contract**

MCPs are required to incorporate the standard terms and conditions provided by DHCS, in addition to their own terms, to develop their contracts with ICF/DD Home Providers.<sup>60</sup> If the MCP's contract substantially deviates from these terms and conditions, MCPs are required to submit to DHCS for review and approval.

### **Billing and Invoicing Guidance**

MCPs should remit claims and invoices as they are received.

MCPs must allow ICF/DD Homes to submit invoices if the ICF/DD Home is unable to submit claims electronically. DHCS issued Billing and Invoicing Guidance that provides standard "minimum necessary" data elements MCPs will need to collect from ICF/DD Homes unable to submit ANSI ASC X12N 837P claims to MCPs.<sup>61</sup>

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

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<sup>60</sup> The standard term and conditions are located in the Model Contract, which will be posted on the ICF/DD Carve-In webpage, at: <https://www.dhcs.ca.gov/provgovpart/Pages/Intermediate-Care-Facility-for-Developmentally-Disabled-ICF-DD-Long-Term-Care-Carve-In.aspx>.

<sup>61</sup> The DHCS Billing and Invoicing Guidance will be posted on the ICF/DD Carve-In webpage, at: <https://www.dhcs.ca.gov/provgovpart/Pages/Intermediate-Care-Facility-for-Developmentally-Disabled-ICF-DD-Long-Term-Care-Carve-In.aspx>.

Attachment A

**LTC/DD Carve-In:  
Summary of Inclusive/Exclusive Services  
Attachment A**

Below is summary of services included in the per diem rate ICF/DD, ICF/DD- H, and ICF/DD-N, per state guidelines. These tables are not meant to be exhaustive. Please see sources for additional information.

**Summary of Services Included/Excluded in ICF/DD Carve-In Per Diem Rate**

| <b><u>Included</u> Services in ICF/DD Per Diem Rate</b>  |
|--|
| Summary: All services, equipment and supplies necessary for the administration of the treatment procedures listed in the patient care criteria   |
| Active treatment program, which includes aggressive, consistent implementation of a program of specialized and generic training, treatment, health services, and related services per 42 CFR section 483.440   |
| Case conference review of member's developmental needs   |
| Joint development of individual service plans  |
| In-service training of direct care staff and follow-up to ensure proper implementation of individual service plan  |
| Advising on the need for provision of various types of intervention or specialized equipment beyond the capabilities of the facility or staff  |
| Administrative services <sup>62</sup>  |
| Health support, food and nutritional and pharmaceutical services <sup>63</sup>   |
| Social services  |
| The provision of routine and emergency drugs and biologicals to its members. Drugs and biologicals may be obtained from community or contract pharmacists or the facility may maintain a licensed pharmacy   |
| Services usually required by persons with developmental disabilities. However, actual programs provided to members shall be based on the specific needs identified through member assessments. <ul style="list-style-type: none"><li>- Examples include sensory motor development, self-help skills training, and behavioral intervention programs</li></ul> |
| Transportation services when necessary for round trips to attending physicians <sup>64</sup>   |

<sup>62</sup> 22 CCR sections 76907-76931.

<sup>63</sup> 22 CCR sections 76817-76906.

<sup>64</sup> 22 CCR section 51343.1.

| <b><u>Included</u> Services in ICF/DD Per Diem Rate</b>   |
|---|
| Habilitation program which shall include recreation, education, and effective use of leisure time and socialization skills <sup>65</sup>        |
| Early and periodic screening and diagnosis and treatment (EPSDT) <sup>66</sup>  |
| Specific equipment and supplies necessary for the administration of the treatment procedures listed in the patient care criteria <sup>***</sup> |

<sup>\*\*\*</sup>Inclusive of only ICF/DD-N. "Specific equipment and supplies" refers to equipment and supplies that can be used by more than one person that are necessary to provide Level of Care for this type of facility. Equipment that is specific to an individual and cannot be used by others is excluded from per diem (i.e., custom wheelchair)

| <b><u>Excluded</u> Services in ICF/DD Per Diem Rate</b>  |
|--|
| Allied health services ordered by the attending physician  |
| Alternating pressure mattresses/pads with motor  |
| Atmospheric oxygen concentrators and enrichers and accessories (except as specified)   |
| Blood, plasma, and substitutes   |
| Dental services  |
| Durable medical equipment, including wheelchairs designed for one person, as specified in 22 CCR section 51321(g) and (h) (except as specified)                            |
| Incontinence supplies for beneficiaries ages 5 or more whose developmental deficits are such that bowel and bladder control cannot be attained (for ICF/DD-H and ICF/DD-N) |
| Insulin  |
| Intermittent positive pressure breathing equipment   |
| Intravenous trays, tubing and blood infusion sets  |
| Laboratory services (except as specified)  |
| Legend drugs   |
| Liquid oxygen system   |
| MacLaren or Pogon Buggy  |
| Medical supplies as specified in the list established by DHCS  |
| Nasal cannula  |

<sup>65</sup> 22 CCR section 51343.1(e).

<sup>66</sup> 22 CCR section 51340.

| <b><u>Excluded Services in ICF/DD Per Diem Rate</u></b>  |
|--|
| Osteogenesis stimulator device   |
| Oxygen (except emergency)  |
| Parts and labor for repairs of durable medical equipment if originally separately payable or owned by the beneficiary  |
| Physician services   |
| Portable aspirator   |
| Portable gas oxygen system and accessories   |
| Precontoured structures (VASCO-PASS, cut out foam)   |
| Prescribed prosthetic and orthotic devices for exclusive use of patient  |
| Reagent testing sets   |
| Therapeutic air/fluid support systems/beds   |
| Traction equipment and accessories   |
| Transportation for day and related transportation services <sup>67</sup>   |
| Variable height beds   |
| X-rays (except as specified)   |
| Not included in the payment rate nor in the Medi-Cal schedules of benefits are personal items such as cosmetics, tobacco products and accessories, dry cleaning, beauty shop services (other than shaves or shampoos performed by the facility staff as part of patient care and periodic hair trims) and television rental. |

All services and supplies billed separately are subject to the general provisions and benefit limitations set forth in 22 CCR sections 51303 and 51304.

**Sources:**

- [Medi-Cal Provider Manual, Rates: Facility Reimbursement – Miscellaneous Inclusive and Exclusive Items](#)
- [Medi-Cal Rx Scope](#)

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<sup>67</sup> For more information on Transportation Services, see DHCS' Transportation Services webpage at: <https://www.dhcs.ca.gov/services/medi-cal/Pages/Transportation.aspx> and APL 22-008: Non-Emergency Medical and Non-Medical Transportation Services and Related Travel Expenses, or any superseding APL.

**Additional Resources:**

- Medi-Cal State Plan: [Limitations on Attachment 3.1-B](#)
- Medi-Cal State Plan: [Attachment 4.19-D](#) Methods and Standards for Payment Rates - Skilled Nursing and Intermediate Care Facility Services
- [Frequently Asked Questions from ICF/DD Providers about the ICF/DD SPA – CA Department of Developmental Services](#)
- [April 1, 2011 Letter to ICF/DD, DD-H and DD-N Providers Regarding the State Plan Amendment \(ca.gov\)](#).  
ICF/DD State Plan Amendment (SPA) 07-004/[SPA 11-020](#).  
The Regional Center authorizes and pays for day and transportation services as reflected on the individual's IPP and bills the cost of those services to DDS, on behalf of the ICF/DD Home. DDS then pays the ICF/DD Home the supplemental payment.



## **Board of Directors Meeting November 2, 2023**

### **Regular Joint Meeting of the Member Advisory Committee and the Provider Advisory Committee**

#### **Report to the Board**

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The Member Advisory Committee (MAC), and the Provider Advisory Committee (PAC) held their regular joint meeting on October 12, 2023, to discuss topics of mutual interest.

Michael Hunn, Chief Executive Officer, provided an update on the on-going redetermination initiative being undertaken from the Orange County Social Services Agency (SSA). He noted that CalOptima Health continued to be consistent with messaging to the members and continued its outreach to cities and city council members. He also noted that it was anticipated that the redetermination effort would continue for another 10-12 months and that CalOptima Health's customer service representatives are working closely with SSA and are facilitating warm handoffs to SSA.

Yunkyung Kim, Chief Operating Officer, notified the committees that the Member Representative seat on the CalOptima Health Board was still open and that the Orange County Health Care Agency has extended the recruitment period for this seat until they receive additional applications for consideration. Ms. Kim asked the committee members to let anyone that meets the criteria know about the open seat. Ms. Kim also provided an update on changes to the Pay for Value (P4V) program and noted that CalOptima Health has met with its health networks to solicit their feedback.

Richard Pitts, D.O., Ph.D., Chief Medical Officer, provided the committee members with a handout, which lists CalOptima Health's medical directors, and provided a brief background on each of the medical directors' experience, and noted that their combined experience totaled close to 500 years.

Carlos Soto, Manager, Cultural and Linguistics, presented the annual Cultural and Linguistics report to the committee members. Mr. Soto highlighted CalOptima Health's staffs' ability to better serve members by providing translation services in the seven threshold languages and noted that arrangements could easily be made for any other languages to support the member.

Ladan Khamseh, Executive Director, Operations, presented an update on how Provider Disputes are handled and reviewed changes that will streamline the processes.

Michael Gomez, Executive Director, Network Operations, presented an update on the Kaiser Permanente (Kaiser) transition that will take place on January 1, 2024. He noted that in June 2023 Kaiser received a new-direct agreement with the California Department of Health Care Services, which

would allow for current CalOptima Health members receiving services through Kaiser as one of CalOptima Health's health networks, to be served directly through Kaiser. Mr. Gomez noted that due to this transition the CalOptima Health members currently served through Kaiser will begin receiving the required 60-day, and 30-day notices in November and December. Mr. Gomez also noted that there would be no change in services for the members, and CalOptima Health is working to ensure the transition is seamless.

The members of the MAC and PAC appreciate the opportunity to update the Board on their current activities.