

Policy: EE.1144

Title: **Memorandum of Understanding** 

(MOU) Requirements for CalOptima Health and Third-

**Party Entities** 

Department: Contracting
Section: Not Applicable

CEO Approval: /s/ Michael Hunn 02/27/2025

Effective Date: 01/01/2024 Revised Date: 02/01/2025

☑ OneCare☑ PACE

☐ Administrative

## I. PURPOSE

To establish the Memorandum of Understanding (MOU) requirements for CalOptima Health and Third-Party Entities as defined by the CalOptima Health Contract with the Department of Health Care Services (DHCS) for Medi-Cal, and All Plan Letter (APL) 23-029: Memorandum of Understanding Requirements for Medi-Cal Managed Care Plans and Third-Party Entities.

#### II. POLICY

- A. CalOptima Health shall establish MOUs with Third-Party Entities to ensure Member care is coordinated, and Members have access to resources to support Whole-Person Care.
- B. CalOptima Health shall establish MOUs that:
  - 1. Clarify roles and responsibilities by department for coordination of the delivery of care and services to Members:
  - 2. Establish agreed upon processes for collaboration between all impacted parties;
  - 3. Streamline the Referral processes, and the exchange of information necessary to facilitate Care Coordination; and
  - 4. Outline partnerships between CalOptima Health and Third-Party Entities.
- C. CalOptima Health's Internal Audit Department shall maintain documentation of Internal Oversight activities as described in CalOptima Health Policy HH.4002: CalOptima Health Internal Oversight.
- D. CalOptima Health shall use either the Base MOU or Bespoke MOU Template, as described below in Section III of this Policy, and in accordance with DHCS APL 23-029: Memorandum of Understanding Requirements for Medi-Cal Managed Care Plans and Third-Party Entities.

E. CalOptima Heath shall make a good faith effort to execute MOUs with the following organizations as outlined below:

| MOUs Effective January 1, 2024       |  |  |
|--------------------------------------|--|--|
| Third-Party Entity                   | MOU Program(s)   |  |
| County Behavioral Health Departments | Specialty Mental Health Services                           |  |
| County Behavioral Health Departments | Substance Use Disorder Services - Drug Medi-Cal            |  |
|                                      | Organized Delivery System (DMC-ODS)                        |  |
| Local Health Departments             | Including, without limitation:                             |  |
|                                      | <ul> <li>California Children's Services (CCS)*,</li> </ul> |  |
|                                      | Maternal, Child, and Adolescent Health                     |  |
|                                      | (MCAH),  |  |
|                                      | Tuberculosis Direct Observed Therapy                       |  |
| WIC Local Agencies or Non-Profit     | Women, Infant and Children                                 |  |
| Entities                             |  |  |
| Regional Center                      | Includes Behavioral Health Treatment (BHT),                |  |
|                                      | Intermediate Care Facilities, Developmentally              |  |
|                                      | Disabled (ICF-DD), Early Intervention Services and         |  |
|                                      | Lanterman Developmental Disability Act provisions          |  |
| Local Government Agency              | In-Home Supportive Services (IHSS)                         |  |
| Local Government Agency              | County Social Services programs and Child Welfare          |  |

<sup>\*</sup>MCPs participating in the Whole Child Model (WCM) Program should not utilize the California Children's Services Exhibit F of the LHD MOU and instead should utilize the WCM MOU.

The WCM MOU can be found at the California Children's Services Whole Child Model website.

| MOUs Effective July 1, 2024          |   |  |
|--------------------------------------|---|--|
| Third-Party Entity                   | Program/Services                                  |  |
| Local Government Agency              | County-Based Targeted Case Management (TCM)       |  |
| County Behavioral Health Departments | Substance Use Disorder Treatment Services in Drug |  |
|                                      | Medi-Cal State Plan Counties                      |  |

|                            | MOUs Effective January 1, 2025 |
|----------------------------|--------------------------------|
| First 5 County Commissions |                                |

| MOUs Effective January 1, 2026   |
|--|
| Local Education Agencies (LEA)   |
| LGA/California Department of Corrections and Rehabilitation, County Jails, and Youth |
| Correctional Facilities  |

- F. CalOptima Health shall ensure that all Subcontractors, Downstream Subcontractors, and Providers comply with all applicable provisions outlined in DHCS APL 23-029: Memorandum of Understanding Requirements for Medi-Cal Managed Care Plans and Third-Party Entities.
- G. CalOptima Health shall commit to resolving conflicts that arise between MOU parties within a reasonable timeframe.

#### III. PROCEDURE

- A. DHCS MOU Template (Base Template) and Program Specific MOU (Bespoke Template):
  - 1. Each MOU shall include, at minimum, general provisions listed in the Base Template pursuant to the DHCS contract.
  - 2. The executed Base and or Bespoke Template shall include the following provisions:
    - Services listed within the MOU which describe the services that must be coordinated for Members who reside in the Third-Party Entities jurisdiction or who receive the Third-Party Entities' services;
    - b. Description of the roles and responsibilities for each entity and designates liaisons to coordinate with each other and ensure compliance with MOU requirements;
    - c. Training and education;
    - d. Referral requirements that outline the Referral pathway and process to ensure both parties understand how to make a Referral to one another's services to assist Members with obtaining services;
    - e. Description of policies and procedures of Care Coordination between both parties, including but not limited to:
      - i. Addressing barriers to Care Coordination;
      - ii. Ensuring ongoing monitoring; and
      - iii. Improving Care Coordination, the process to remove potential barriers to services and ensure documented processes are implemented and monitored for their effectiveness.
    - f. Quarterly meetings in accordance with Section III.F. of this Policy, and DHCS APL 23-029: Memorandum of Understanding Requirements for Medi-Cal Managed Care Plans and Third-Party Entities;
    - g. Quality Improvement MOU-specific policies to ensure ongoing oversight and improvement of MOU requirements;
    - h. Data sharing in accordance with CalOptima Health Policy HH.3023: Information Sharing;
    - i. A dispute resolution provision that describes the policies and procedures for resolving disputes between parties and for engaging DHCS;
    - j. Disaster and Emergency Preparedness, and
    - k. General requirements that include posting executed MOUs on CalOptima Health's public-facing website, annually reviewing the MOU for necessary updates, and that MOUs cannot be delegated except as permitted by the CalOptima Health Contract with the Department of Health Care Services (DHCS) for Medi-Cal.
  - 3. DHCS Program-Specific Bespoke MOU Provisions

- a. Bespoke MOUs build on the above referenced Base MOU and are tailored to the unique relationships and specific needs at the local level that exist between CalOptima Health and the Third-Party Entity.
- b. Bespoke Templates include tailored provisions for the following programs:
  - i. Specialty Mental Health Services (SMHS);
  - ii. Substance Use Disorder (SUD) Services;
  - iii. SUD Services in DMC State Plan Counties;
  - iv. Local Health Departments, including program-specific exhibits for Maternal, Child, and Adolescence Health (MCAH), Tuberculosis Direct Observed Therapy, and Non-Contracted Services:
  - v. Women, Infants, and Children (WIC);
  - vi. Regional Centers;
  - vii. In-Home Supportive Services (IHSS);
  - viii. County Social Services programs and Child Welfare; and
  - ix. County-Based Targeted Case Management (TCM).
- 4. Base Templates and Bespoke Templates cannot be altered to remove any required provisions. However, parties may agree to consolidate MOUs and include additional provisions or language that add to increased collaboration and communication and reduce administrative burden between parties.
- B. MOU Compliance and Oversight Requirements
  - CalOptima Health's Director of Medi-Cal Compliance, as a designee of their compliance
    officer, is ultimately responsible for the MOU compliance and must ensure deficiencies in
    MOU compliance are addressed in accordance with CalOptima Health's compliance program
    policies.
  - CalOptima Health's Responsible Person named in each MOU shall serve as a liaison between CalOptima Health and the Third-Party Entity to ensure MOU requirements are implemented. CalOptima Health will provide applicable reports to DHCS via the MCOD-MCP Submission Portal.
  - 3. CalOptima Health's MCP Liaison on behalf of the Responsible Person shall:
    - a. Conduct regular meetings with Third-Party Entities at least on a quarterly basis, to address policy and practical concerns;
    - b. Ensure appropriate leadership involvement in implementation and oversight of the MOU engagements;

- Report on CalOptima Health compliance with the MOU to CalOptima Health's Director of Medi-Cal Compliance, as a designee of their compliance officer, no less frequently than quarterly; and
- d. Ensure applicable training and education MOU provisions are conducted annually, at a minimum, with Third-Party Entities, Subcontractors, Downstream Subcontractors, and/or Network Providers.
- 4. CalOptima Health must notify DHCS of any changes to the Responsible Person as soon as practicable, but no later than five (5) Working Days of the change.
- 5. If DHCS requests a review of any existing executed MOU, CalOptima Health shall submit the requested MOU within ten (10) business days of receipt of DHCS's request.
- 6. CalOptima Health shall submit to DHCS all executed MOUs with Third-Party Entity(s) and county programs required by DHCS.

### C. Dispute Resolution

- 1. CalOptima Health shall work collaboratively with Third-Party Entity(s) to establish dispute resolution processes as required in the Base Template. This includes resolving issues related to coverage, payment of services or other concerns related to administered services to Members.
- 2. If a failure to resolve a dispute according to the processes and timeframes in the MOU should occur, CalOptima Health shall submit a written "Request for Resolution" to DHCS, and the Third-Party may submit the dispute to their relevant State oversight department. If CalOptima Health submits the Request for Resolution, it must:
  - a. Be signed by CalOptima Health's Chief Executive Officer (CEO) or the CEO's designee;
  - b. Include a summary of the disputed issue(s) and a statement of the desired remedies, including any disputed services that have been or are expected to be delivered to a Member;
  - c. Include a history of the attempts to resolve the issue(s) with the Third-Party Entity;
  - d. Include justification for the desired remedy;
  - e. Include any additional documentation relevant to resolve the disputed issue(s), if applicable;
  - f. Be submitted to DHCS via secure e-mail to <a href="mailto:CCSProgram@dhcs.ca.gov">CCSProgram@dhcs.ca.gov</a> for disputes between CalOptima Health and the County CCS Program; and
  - g. Be submitted to DHCS via secure email to MCPMOUS@dhcs.ca.gov excluding disputes from the County CCS Program.
- 3. Pending resolution of any dispute, CalOptima Health and applicable Third-Party Entities shall continue without delay to carry out their responsibilities under the MOU, including providing Members with access to services under the MOU, unless the MOU is terminated.
- D. CalOptima Health shall ensure that all applicable Third-Party Entities comply with all provisions of their respective MOUs.
- E. Training and Education

- 1. CalOptima Health shall provide education for Members and Providers regarding access to Covered Services and the Third-Party Entity services.
- 2. Within sixty (60) days of the MOU effective date, and annually thereafter, Third Party Entities shall receive MOU service requirement training from CalOptima Health.

## F. Quarterly meetings

- 1. CalOptima Health and Third-Party Entity(s) shall meet at least quarterly to address Care Coordination, Quality Improvement (QI) activities, QI outcomes, systemic and case-specific concerns, and communication. Quarterly meetings are not intended for public participation and may be held virtually.
  - a. Each meeting will hold an opportunity to discuss and address care coordination and MOU-related issues directly with county executives when applicable.
- 2. Appropriate representatives from both parties to the MOU, who are knowledgeable of the topics to be discussed, must:
  - a. Be present; and
  - b. Include at least one individual that directly interacts with the member population being served.
- 3. Within thirty (30) Working Days after each quarterly meeting, CalOptima Health shall post the date and time that the meeting occurred on the CalOptima Health website. As applicable, CalOptima Health shall distribute to meeting participants a summary of any follow-up action items, changes to processes, or corrective actions that are necessary to fulfill CalOptima Health's obligations under the Contract with the Department of Health Care Services (DHCS) for Medi-Cal.
- 4. CalOptima Health shall support engagement with local partners by inviting the appropriate person(s) from the Third-Party Entity(s) in advance to quarterly meetings. Subcontractors and Downstream Subcontractors shall be permitted to participate in these meetings, as appropriate.
- 5. CalOptima Health shall demonstrate a good faith effort to meet the Quarterly Reporting requirements of DHCS APL 23-029: Memorandum of Understanding Requirements for Medi-Cal Managed Care Plans and Third-Party Entities.

## G. Monitoring and Reporting

- 1. CalOptima Health must review MOU(s) annually and submit to DHCS Managed Care Operations Division (MCOD) Contract Manager an annual report that includes updates from:
  - a. Quarterly Meetings; and
  - b. Results of the annual MOU review.
- 2. CalOptima Health must publish the MOU(s) on the CalOptima Health website the following:
  - a. The MOU's within thirty (30) calendar days of MOU execution; and

- b. The annual report on DHCS report due date.
- 3. The annual MOU report must include the following elements:
  - a. List of all attendees, including CalOptima Health's Responsible Person(s), leadership, and county executives;
  - b. All Care Coordination and Referral concerns discussed;
  - c. Strengths, barriers, and plans to improve effective collaboration between CalOptima Health and Third-Party Entities;
  - d. All disputes and resulting outcomes;
  - e. Strategies to address duplication of services;
  - f. Member engagement challenges and successes;
  - g. Evidence of CalOptima Health's annual review of MOUs, to include a summary of the review process and outcomes, and any resulting amendments to the MOU or policies and procedures; and
  - h. Copies of any MOUs modified or renewed.
- 3. CalOptima Health shall report to DHCS, updates from each regularly held MOU meeting in a manner and frequency specified by DHCS.
- 4. To the extent CalOptima Health does not execute an MOU within the timeframe required by the DHCS Contract and relevant APLs, CalOptima Health must submit quarterly reports to their DHCS Contract Manager documenting CalOptima Health's continuing good faith efforts to execute the MOU, until such time as the MOU is executed.
  - a. Documentation of good faith efforts to execute the MOU must include a justification for why the MOU has not been executed.

## IV. ATTACHMENT(S)

Not Applicable

## V. REFERENCE(S)

- A. CalOptima Health Contract with the Department of Health Care Services (DHCS) for Medi-Cal
- B. CalOptima Health Policy HH.3023: Information Sharing
- C. CalOptima Health Policy HH.4002: CalOptima Health Internal Oversight
- D. Department of Health Care Services (DHCS) CalAIM: Population Health Management (PHM) Policy Guide, April 2023
- E. Department of Health Care Services (DHCS) Memoranda of Understanding Between Medi-Cal Managed Care Plans and Third Party Entities
- F. Department of Health Care Services (DHCS) All Plan Letter (APL) 23-029: Memorandum of Understanding Requirements for Medi-Cal Managed Care Plans and Third-Party Entities (Revised 01/08/2025)
- G. Department of Health Care Services (DHCS) All Plan Letter (APL) 24-015 California Children's Services (CCS) Whole Child Model (WCM) Program (Supersedes APL 23-034)

# VI. REGULATORY AGENCY APPROVAL(S)

| Date       | Regulatory Agency                         | Response              |
|------------|---|-----------------------|
| 02/07/2024 | Department of Health Care Services (DHCS) | Approved as Submitted |
| 02/21/2025 | Department of Health Care Services (DHCS) | Approved as Submitted |

# VII. BOARD ACTION(S)

| Date       | Meeting  |
|------------|--|
| 05/02/2024 | Regular Meeting of the CalOptima Health Board of Directors |

## VIII. REVISION HISTORY

| Action    | Date       | Policy  | Policy Title  | Program(s)          |
|-----------|------------|---------|---|---------------------|
| Effective | 01/01/2024 | EE.1144 | Memorandum of Understanding (MOU) Requirements for CalOptima Health and Third- Party Entities | Medi-Cal<br>OneCare |
| Revised   | 12/01/2024 | EE.1144 | Memorandum of Understanding (MOU) Requirements for CalOptima Health and Third- Party Entities | Medi-Cal<br>OneCare |
| Revised   | 02/01/2025 | EE.1144 | Memorandum of Understanding (MOU) Requirements for CalOptima Health and Third- Party Entities | Medi-Cal<br>OneCare |

# IX. GLOSSARY

| Term                                  | Definition   |
|---------------------------------------|--|
| All Plan Letter (APL)                 | A binding document that has been dated, numbered, and issued by DHCS   |
| , ,                                   | that provides clarification of CalOptima Health's contractual obligations,   |
|                                       | implementation instructions for CalOptima Health's contractual obligations   |
|                                       | due to changes in State and federal law or judicial decisions, and/or  |
|                                       | guidance with regulatory force and effect when DHCS interprets,  |
|                                       | implements, or makes specific relevant State statutes under its authority.   |
| Area Agencies on Aging                | A public or private non-profit agency, designated by the state to address the  |
|                                       | needs and concerns of all older persons at the regional and local levels.  |
| Base MOU Template                     | DHCS provided a template that outlines the minimum required provisions   |
|                                       | and requirements between CalOptima Health and a Third-Party Entity,  |
|                                       | including Services to be Covered, Party Obligations, Training & Education,   |
|                                       | Referrals, Care Coordination, Quarterly Meetings, Quality Improvement,   |
|                                       | Data Sharing and Confidentiality, Dispute Resolution, and other General  |
|                                       | Provisions.  |
| Bespoke MOU Template                  | DHCS provided template that outlines everything included in the Base   |
|                                       | MOU Template and includes tailored provisions for the following  |
|                                       | programs: Specialty Mental Health Services, Substance Use Disorders  |
|                                       | DMC-ODS, Local Health Department programs such as CCS, MCAH, TB  |
|                                       | and other non-contracted services, Women Infants & Children, Regional  |
|                                       | Centers, In-Home Support Services, and Social Services programs & Child  |
| California Conscience                 | Welfare and Target Case Management   |
| California Caregiver Resource Centers | Serve family caregivers who are providing support for someone affected by chronic and debilitating health conditions including dementia, Alzheimer's |
| Resource Centers                      | disease, cerebrovascular diseases (such as stroke or aneurysms),   |
|                                       | degenerative diseases such as Parkinson's, Huntington's and Multiple   |
|                                       | Sclerosis, or traumatic brain injury (TBI), among many others.   |
| California Children's                 | A State and county program providing Medically Necessary   |
| Services (CCS)                        | services to treat CCS-Eligible Conditions.   |
| California Department of              | Manages the State of California's prison system including. rehabilitation,   |
| Corrections and                       | community reintegration and restorative justice.   |
| Rehabilitation                        | · · · · · · · · · · · · · · · · · · ·  |
| Care Coordination                     | Medi-Cal: Care coordination involves deliberately organizing member care   |
|                                       | activities and sharing information among all of those involved with patient  |
|                                       | care. CalOptima Health's coordination of care delivery and services for  |
|                                       | Members, either within or across delivery systems including services the   |
|                                       | Member receives by CalOptima Health, any other managed care health   |
|                                       | plan; Fee-For-Service (FFS); Out-of-Network Providers; carve-out   |
|                                       | programs, such as pharmacy, Substance Use Disorder (SUD), mental   |
|                                       | health, and dental services; and community and social support Providers.   |
|                                       | Care Coordination services may be included in Basic Case Management,   |
|                                       | Complex Case Management, Enhanced Care Management (ECM), Person  |
|                                       | Centered Planning and Transitional Care Services.  |
|                                       | OneCare: The identification of a medical condition or services that are not  |
|                                       | covered by OneCare under whose authority CalOptima Health operates.  |
|                                       | Encompasses services included in Basic Case Management, Complex Case   |
|                                       | Management, Comprehensive Medical Case Management Services, Person   |
|                                       | Centered Planning and Discharge Planning and are included as part of a   |
|                                       | functioning Medical Home. A process used by a person or team to assist   |

| Term              | Definition  |  |
|-------------------|---|--|
| 101111            | Members in accessing Medicare and Medi-Cal Services, as well as social,   |  |
|                   | educational, and other support services, regardless of the funding source for   |  |
|                   | the services. It is characterized by advocacy, communication, and resource  |  |
|                   | management to promote quality, cost effectiveness, and positive outcomes.   |  |
| Continuum of Care | For the purposes of this policy, a regional or local planning body that   |  |
| Continuum of Cure | coordinates housing and services funding for homeless families and  |  |
|                   | individuals.  |  |
| Covered Services  | Medi-Cal: Those health care services, set forth in W&I sections 14000 et seq. and 14131 et seq., 22 CCR section 51301 et seq., 17 CCR section 6800 et seq., the Medi-Cal Provider Manual, the California Medicaid State Plan, the California Section 1115 Medicaid Demonstration Project, this Contract, and APLs that are made the responsibility of CalOptima Health pursuant to the California Section 1915(b) Medicaid Waiver authorizing the Medi-Cal managed care program or other federally approved managed care authorities maintained by DHCS.  |  |
|                   | Covered Services do not include:  |  |
|                   | <ol> <li>Home and Community-Based Services (HCBS) program as specified in Exhibit A, Attachment III, Subsections 4.3.15 (Services for Persons with Developmental Disabilities), 4.3.20 (Home and Community-Based Services Programs) regarding waiver programs, 4.3.21 (In-Home Supportive Services), and Department of Developmental Services (DDS) Administered Medicaid Home and Community-Based Services Waiver. HCBS programs do not include services that are available as an Early and Periodic Screening, Diagnosis and Treatment (EPSDT) service, as described in 22 CCR sections 51184, 51340 and 51340.1. EPSDT services are covered under this Contract, as specified in Exhibit A, Attachment III, Subsection 4.3.11 (Targeted Case Management Services), Subsection F4 regarding services for Members less than 21 years of age. CalOptima Health is financially responsible for the payment of all EPSDT services;</li> <li>California Children's Services (CCS) as specified in Exhibit A, Attachment III, Subsection 4.3.14 (California Children's Services), except for Contractors providing Whole Child Model (WCM) services;</li> <li>Specialty Mental Health Services as specified in Exhibit A, Attachment III, Subsection 4.3.12 (Mental Health Services);</li> <li>Alcohol and SUD treatment services, and outpatient heroin and other opioid detoxification, except for medications for addiction treatment as specified in Exhibit A, Attachment III, Subsection 5.3.7 (Services for All Members);</li> <li>Fabrication of optical lenses except as specified in Exhibit A, Attachment III, Subsection 5.3.7 (Services for All Members);</li> <li>Direct Observed Therapy for Treatment of Tuberculosis (TB) as specified in Exhibit A, Attachment III, Subsections 14131.10, 14132(h), 14132.22, 14132.23, and 14132.88, and EPSDT dental services as</li> </ol> |  |
|                   | described in 22 CCR section 51340.1(b). However, CalOptima Health is responsible for all Covered Services as specified in Exhibit A,  |  |
|                   | Attachment III, Subsection 4.3.17 (Dental) regarding dental services;   |  |
|                   | 8. Prayer or spiritual healing as specified in 22 CCR section 51312;  |  |

| Term   | Definition   |
|--|--|
|  | <ol> <li>Educationally Necessary Behavioral Health Services that are covered by a Local Education Agency (LEA) and provided pursuant to a Member's Individualized Education Plan (IEP) as set forth in Education Code section 56340 et seq., Individualized Family Service Plan (IFSP) as set forth in California Government Code (GC) section 95020, or Individualized Health and Support Plan (IHSP). However, CalOptima Health is responsible for all Medically Necessary Behavioral Health Services as specified in Exhibit A, Attachment III Subsection 4.3.16 (School-Based Services);</li> <li>Laboratory services provided under the State serum alpha-feto-proteintesting program administered by the Genetic Disease Branch of California Department of Public Health (CDPH);</li> <li>Pediatric Day Health Care, except for Contractors providing Whole Child Model (WCM) services;</li> <li>State Supported Services;</li> <li>Targeted Case Management (TCM) services as set forth in 42 USC section 1396n(g), W&amp;I sections 14132.48 and 14021.3, 22 CCR sections 51185 and 51351, and as described in Exhibit A, Attachment III, Subsection 4.3.11 (Targeted Case Management Services). However, if Members less than 21 years of age are not eligible for or accepted by a Regional Center (RC) or a local government health program for TCM services, CalOptima Health must ensure access to comparable services under the EPSDT benefit in accordance with APL 23-005;</li> <li>Childhood lead poisoning case management provided by county health departments;</li> <li>Non-medical services provided by Regional Centers (RC) to individuals with Developmental Disabilities, including but not limited to respite, out-of-home placement, and supportive living;</li> <li>End of life services as stated in Health and Safety Code (H&amp;S) section 443 et seq., and APL 16-006; and</li> <li>Prescribed and covered outpatient drugs, medical supplies, and enteral nutritional products when appropriately billed by a pharmacy on a pharmacy claim, in accordance with</li></ol> |
| Data Sharing and<br>Confidentiality          | The minimum data and information that the MCP must share with the Third-Party Entity to ensure the MOU requirements are met and describes the data and information that the Third-Party Entity may share with the MCP to improve care coordination and referral processes.   |
| Department of Health<br>Care Services (DHCS) | The single State department responsible for the administration of the Medi-Cal Program, California Children's Services (CCS), Genetically Handicapped Persons Program (GHPP), and other health related programs as provided by statute and/or regulation.  |
| 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 Resolution                           | The policies and procedures for resolving disputes between parties and the process for bringing the disputes to DHCS (and other departments as appropriate) when the parties are unable to resolve disputes between themselves.  |

| Term  | Definition   |
|---|--|
| Downstream Entity   | Any party that enters into a written arrangement acceptable to DHCS and/or CMS, with persons or entities involved with a CalOptima Health Program benefit, below the level of the arrangement between CalOptima Health and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.   |
| Drug Medi-Cal Organized<br>Delivery System<br>(DMC-ODS)                         | A program for the organized delivery of Substance Use Disorder (SUD) services to Medi-Cal-eligible individuals with SUD residing in a county that has elected to participate in the DMC-ODS. Critical elements of DMC ODS include providing a continuum of care modeled after the American Society of Addiction Medicine (ASAM) Criteria® for SUD treatment services, increased local control and accountability, greater administrative oversight, creation of utilization controls to improve care and efficient use of resources, evidence-based practices in substance use treatment, and increased coordination with other systems of care. |
| Enhanced Care<br>Management (ECM)   | A whole-person, interdisciplinary approach to care that addresses the clinical and non-clinical needs of high-need and/or high cost Members through systematic coordination of services and comprehensive care management that is community-based, interdisciplinary, high-touch, and person-centered. ECM is a Medi-Cal benefit.  |
| First 5 Program   | Comprehensive system of education, health services, childcare, and other crucial programs for parents, caregivers, and children ages zero (0) to five (5).   |
| Home and Community Based Services (HCBS) Indian Health Services/Tribal Entities | Home and Community- Based Services (HCBS) benefit is defined by the services listed in Title 42, Code of Federal Regulations, Section 440.182(c). Means an agency within the United States Department of Health and Human Services responsible for providing federal health services to American Indians and Alaska Natives. The IHS is the principal federal health care provider and health advocate for these populations and provides them with a comprehensive Indian health care delivery system.  |
| In-Home Support<br>Services (IHSS)  | Services provided to Members by a county in accordance with the requirements set forth in W&I Code sections 12300 et seq., 14132.95, 14132.952, and 14132.956.   |
| Local Education Agencies<br>(LEA)   | A school district, county office of education, charter school, community college district, California State University or University of California campus.   |
| Local Government<br>Agency (LGA)  | A local governmental entity including, but not limited to, a county child welfare agency, county probation department, county behavioral health department, county social services department, county public health department, school district, or county office of education.  |
| Managed Care Plan (MCP)  Maternal, Child and                                    | High quality, accessible, and cost-effective health care through managed care delivery systems such as CalOptima Health. MCP contracts for health care services through established networks of organized systems of care, which emphasize primary and preventive care.  Refers to health service provided to mothers (women in their childbearing   |
| Adolescent Health (MCAH) Medi-Cal   | age) and children.  California's Medicaid health care program. This program pays for a variety of medical services for children and adults with limited income and resources.  |

| Term                                  | Definition   |
|---------------------------------------|--|
| Term Medically Necessary              | Medi-Cal: 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 1396dI(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.  OneCare: Reasonable and necessary medical services to protect life, to |
|                                       | OneCare: Reasonable and necessary medical 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 includes Medi-Cal Services necessary to achieve age-appropriate growth and development, and attain, maintain, or regain functional capacity.   |
| Member                                | A beneficiary enrolled in a CalOptima Health program.  |
| Memorandum of                         | A formal written agreement between CalOptima Health and local  |
| Understanding (MOU)                   | government agencies, county programs, and third-party entities.  |
| Population Health<br>Management (PHM) | A service that collects and links Medi-Cal Member information from disparate sources and performs Risk Stratification and Segmentation (RSS) and Risk Tiering functions, conducts analytics and reporting, identifies gaps in care, performs other population health functions, and allows for multiparty data access and use in accordance with state and federal laws, regulations, and policies.  |
| Provider                              | Medi-Cal: Any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is licensed or certified to do so.  OneCare: 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) 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.  |
| Quality Improvement                   | Systematic and continuous actions that lead to measurable improvements in the way health care is delivered and outcomes for Members.   |

| Term                      | Definition   |
|---------------------------|--|
| Referral                  | The process of a Provider directing a Member to another Provider for care  |
|                           | and or services. A referral may or may not need to be authorized and the   |
|                           | Member may be redirected to another Provider from the original requested   |
| Dagional Contan           | Provider.  |
| Regional Center           | A non-profit, community-based entity that is contracted by Department of Developmental Services (DDS) and that develops, purchases, and manages      |
|                           | services for Members with developmental disabilities and their families  |
| Responsible Person        | Oversees CalOptima Health's compliance with the relevant MOU(s) in   |
|                           | accordance with Department of Health Care Services (DHCS) All Plan<br>Letter (APL) 23-029: Memorandum of Understanding Requirements for              |
|                           | Medi-Cal Managed Care Plans and Third-Party Entities and the relevant  |
|                           | provisions therein. Is well-versed with the MOU(s) provisions, has   |
|                           | developed relationships with the relevant Other Party, and is empowered to   |
|                           | meet compliance with the MOU(s).   |
| Specialty Mental Health   | Medi-Cal covered mental health service provided or arranged by county  |
| Services (SMHS)           | mental health plans for Members in their counties that need Medically  |
| G                         | Necessary specialty mental health services.  |
| State                     | The State of California.   |
| Subcontractor             | An individual or entity that has a Subcontractor Agreement with Contractor that relates directly or indirectly to the performance of Contractor's    |
|                           | obligations under this Contract. A Network Provider is not a Subcontractor   |
|                           | solely because it enters into a Network Provider Agreement.  |
| Targeted Case             | Services which assist Members within specified target groups to gain access  |
| Management (TCM)          | to needed medical, social, educational and other services, as set forth in 42  |
|                           | USC section 1396n(g). In prescribed circumstances, TCM is available as a   |
|                           | Medi-Cal benefit and a discrete service through State or local government  |
|                           | entities and their contractors.  |
| Third-Party Entity        | Local programs and services, including, but not limited to public health,  |
|                           | social services; child welfare departments; local education agencies, Indian Health Services, county behavioral health department, Continuum of Care |
|                           | programs; First 5 programs and providers; Regional Centers; Area   |
|                           | Agencies on Aging; Caregiver Resource Centers; Women, Infants and  |
|                           | Children (WIC) Supplemental Nutrition Programs; Home and Community-  |
|                           | Based Services (HCBS) waiver agencies, correctional health, and providers  |
|                           | to ensure Member care is coordinated and Members have access to  |
| m.i i b.                  | community-based resources in order to support Whole-Person Care.   |
| Tuberculosis Direct       | The observation of a person taking his/her prescribed medication for the   |
| Observed Therapy (TB DOT) | treatment of tuberculosis (TB) disease or TB infection. This requires a person who has received training in observing patients taking medications    |
| DO1)                      | prescribed for the treatment or prevention of TB disease.  |
| Whole-Person Care         | Overarching goals including coordination of health, behavioral health, and   |
|                           | social services. Comprehensive coordinated care for Medi-Cal beneficiaries   |
|                           | resulting in better health outcomes.   |
| Women, Infants and        | The special supplemental nutrition program for women, infants and  |
| Children (WIC)            | children authorized by section 17 of the Child Nutrition Act of 1966, 42   |
| Warking Do-               | U.S.C. 1786.   |
| Working Days              | Monday through Friday, except for state holidays as identified at the  |
|                           | California Department of Human Resources State Holidays page.  |