



Policy: DD.2012
Title: **Member Notification of Change in Location or Availability of Providers or Covered Services**
Department: Customer Service
Section: Not Applicable

CEO Approval: /s/ Michael Hunn 12/16/2024

Effective Date: 11/01/2011

Revised Date: 12/01/2024

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

I. PURPOSE

This policy defines the process by which CalOptima Health, or a Health Network, shall notify a Member of any change in location or availability of providers or Covered Services.

II. POLICY

- A. CalOptima Health or a Health Network shall ensure that Members are notified in a timely manner of any changes in the availability of Network Providers or location of Covered Services, as described in this Policy, resulting from, but not limited to:
1. Changes in the hours, days, or location at which Covered Services are available; or
 2. Termination, or non-renewal of a CalOptima Health or Health Network Provider's contract with CalOptima Health.
 3. State or federal government suspension, or exclusion from participation in the Medicaid or Medicare program. Suspension or exclusion may occur when an individual or entity is:
 - a. Convicted of a felony;
 - b. Convicted of a misdemeanor involving fraud, abuse of the Medi-Cal program or any patient, or otherwise substantially related to the qualification, functions, or duties of a provider of service;
 - c. Suspended from the Medicare or Medicaid programs for any reason; or
 - d. Lost or surrendered a license, certificate, or approval to provide care.
- B. CalOptima Health shall be responsible for notifying Members enrolled in CalOptima Community Network and CalOptima Direct.
- C. Health Networks shall be responsible for notifying Members enrolled with the respective Health Network, as described in this Policy.

- D. CalOptima Health or a Health Network shall provide written notice to all impacted Members informing them of the contract termination either thirty (30) calendar days prior to the effective date of the contract termination or fifteen (15) calendar days after receipt or issuance of the termination, whichever is later, unless directed by DHCS.
- E. If CalOptima Health or a Health Network is notified of a contract termination less than thirty (30) calendar days prior to the effective date of termination, CalOptima Health or a Health Network shall immediately notify all impacted Members of the termination.
- F. For the California Department of Public Health (CDPH) Initiated Facility Decertification and Suspensions, CalOptima Health shall work with the facility to ensure that Members continue to receive Medically Necessary Covered Services and Member notices shall include the information outlined in Section III.D. of this Policy.
 - 1. If the facility is residential and remains open, Members shall have at least thirty (30) days post-notice to transition to a new facility, with the following exceptions:
 - a. The safety of a Member in a facility (e.g., skilled nursing facility (SNF)) is endangered;
 - b. The health of a Member in a facility is endangered;
 - c. A Member's health improves sufficiently so that the Member no longer requires the services provided by the facility;
 - d. A Member's urgent medical needs require an immediate transfer or discharge;
 - e. A Member has not resided in a facility for thirty (30) days or more;
 - f. A Member, their guardian, conservator, or Authorized Representative has requested a transition to another facility; or
 - g. A facility closes or is no longer operational.
- G. In the event of a natural disaster or emergency, CalOptima Health or a Health Network shall notify Members of any changes in the availability or location of Covered Services, as soon as possible, and within fourteen (14) calendar days of the change.
- H. In the case of unforeseen circumstances, (i.e., if CalOptima Health or a Health Network receives inadequate notice of a change in the Network Provider contract status and is unable to notify Members in writing at least thirty (30) calendar days prior to the effective date of the termination), CalOptima Health or a Health Network shall notify Members of the change within fifteen (15) calendar days after receipt or issuance of the termination notice to each Member who received his or her primary care from, or was seen on a regular basis by, the terminated Network Provider.
- I. Member notices shall include the information as outlined in Sections III.C. and III.D of this Policy.
- J. If a contract is successfully renegotiated with a CalOptima Health Network Provider before the effective date of the contract termination, and Member notices were already mailed, CalOptima Health shall mail another notice to inform Members that the contract is not being terminated. CalOptima Health may submit a template notice for DHCS approval and must include information as described in Section III.E. of this Policy.

- K. CalOptima Health or a Health Network shall notify Members in writing of any changes in the availability or location of Covered Services, providers, or any other changes in information, at least thirty (30) calendar days prior to the effective date of such changes, unless otherwise specified in this Policy.
1. CalOptima Health shall obtain approval from DHCS prior to making any substantial change in the availability or location of Covered Services, including, but not limited to, any proposal to reduce or change the hours, days, or location at which the services are available in accordance with CalOptima Health Policy GG.1652: DHCS Notification of Change in the Availability or Location of Covered Services.
 2. CalOptima Health may use a template notice previously approved by DHCS if no changes were made. If CalOptima Health makes a change to a DHCS-approved template, or does not have an approved template on file, the notice must be submitted to DHCS for review and approval prior to mailing to Members.
- L. For Network Provider terminations affecting two thousand (2,000) or more Members, or if there are Members who cannot be reassigned to a PCP within required time and/or distance standards as described in CalOptima Health Policy GG.1600: Access and Availability Standards, CalOptima Health shall submit the written Member notice as well as a narrative or transition plan of how CalOptima Health shall intend to provide Covered Services to affected Members at least sixty (60) calendar days prior to the expected date of termination to DHCS for review and approval in accordance with this policy and CalOptima Health Policy GG.1652: DHCS Notification of Change in the Availability or Location of Covered Services.
- M. For Network Provider terminations affecting fewer than two thousand (2,000) Members, CalOptima Health can reassign all affected Members to a Network Provider, as applicable, within required time as distance standards as described in CalOptima Health Policy GG.1600: Access and Availability Standards, CalOptima Health may send the written Member notification that was previously reviewed and approved by DHCS.
- N. A Health Network shall notify CalOptima Health of a change in the availability or location of Covered Services; a termination of a Network Provider, including but may not be limited to, PCP, Community Health Center, contracted Health Network, IPA, medical group or hospital contract; or any other changes in information, in accordance with this Policy and CalOptima Health Policies EE.1101: Additions, Changes, and Terminations to CalOptima Health Provider Information, CalOptima Health Provider Directory, and Web-based Directory and GG.1652: DHCS Notification of Change in the Availability or Location of Covered Services.
1. For Network Provider, including but may not be limited to, PCP, Community Health Center, IPA or medical group terminations, a Health Network must submit the written Member notices to the CalOptima Health, Health Network Relations Department at least ninety (90) calendar days in advance of the intended date of distribution to Members, unless the notice is for PCP and Community Clinic terminations as described in Section II.K. of this Policy and is already approved by DHCS;
 2. For contracted hospital terminations, a Health Network must submit the written Member notices to the CalOptima Health, Health Network Relations Department at least sixty (60) calendar days prior to the expected date of termination; and
 3. If a written Member notice has not been approved by DHCS, CalOptima Health shall obtain approval prior to its release to Members.

- O. DHCS will notify CalOptima Health of any Medi-Cal providers that have been suspended, terminated, or decertified from participating in the Medi-Cal program. CalOptima Health or a Health Network shall take action pursuant to Section III.F of this Policy.
 - 1. In the case of an immediate closure by the California Department of Public Health (CDPH), CDPH is responsible for the transition of affected Members. CalOptima Health or a Health Network shall track the transition of these Members and coordinate care, as needed.
- P. CalOptima Health may modify the notification period identified in this Policy if it deems it to be in the best interest of the Member, CalOptima Health, or a Health Network.
- Q. CalOptima Health or a Health Network shall ensure continuity of care during Network Provider terminations, or in the event the Member is required to change Health Networks, due to a Health Network participation status in the CalOptima Health Medi-Cal program in accordance with CalOptima Health Policy GG.1304: Continuity of Care During Health Network or Provider Termination.

III. PROCEDURE

A. Health Network Notification to CalOptima Health

- 1. A Health Network shall notify the CalOptima Health, Provider Relations Department of a change in the availability or location of Covered Services, or a termination of a Network Provider and/or Subcontractor.
- 2. A Health Network shall submit written Member notices to the CalOptima Health, Health Network Relations Department for review prior to distribution to Members in accordance with Section II.O. of this Policy.
 - a. The CalOptima Health, Health Network Relations Department shall submit written Member notices to the CalOptima Health Regulatory Affairs & Compliance Department for submission to DHCS prior to distribution to Members. Upon receipt of the response from DHCS, the CalOptima Health Regulatory Affairs & Compliance Department shall notify the CalOptima Health, Health Network Relations Department.
 - b. A Health Network shall be responsible for notifying Members pursuant to the specified timelines detailed in this policy. A Health Network shall notify the CalOptima Health, Health Network Relations Department of the date of the mailings and the number of Members receiving the written notification.
- 3. A Health Network may use the CalOptima Health Template for Notification of a PCP Change to notify Members of a PCP or Community Health Center change without prior CalOptima Health approval if fewer than two thousand (2,000) Members are affected in accordance with Section II.L. of this Policy.
- 4. A Health Network shall submit a narrative or transition plan to the CalOptima Health, Health Network Relations Department detailing how the Health Network intends to continue to provide Covered Services to affected Members. This narrative or transition plan shall be submitted to DHCS by CalOptima Health in accordance with CalOptima Health Policy GG.1652: DHCS Notification of Change in the Availability or Location of Covered Services.

- B. The CalOptima Health Contracting Department or Provider Relations Department shall notify CalOptima Health Customer Service Department of a change in the availability or location of Covered Services for CalOptima Community Network and CalOptima Direct Members, in accordance with this Policy.
1. The CalOptima Health Customer Service Department shall submit written Member notices to the CalOptima Health Regulatory Affairs & Compliance Department for submission to DHCS prior to distribution to Members in accordance with this Policy. Upon receipt of the response from DHCS, the CalOptima Health Regulatory Affairs & Compliance Department shall notify the CalOptima Health Customer Service Department.
 2. The CalOptima Health Case Management, Long Term Services and Supports (LTSS) or Health Network Relations Departments shall submit the narrative description or transition plan of how CalOptima Health or a Health Network shall intend to provide Covered Services to affected Members in accordance with CalOptima Health Policy GG.1652: DHCS Notification of Change in the Availability or Location of Covered Services.
- C. Member notification for termination of a Network Provider, including a PCP, Community Health Center, Health Network, IPA, medical group, or hospital:
1. CalOptima Health's or the Health Network's written notice to Members shall include, at a minimum, the following:
 - a. Effective date of the contract termination;
 - b. A description of how the contract termination will impact the Member's access to Covered Services, if applicable;
 - c. Name of the terminating/terminated Network Provider/Subcontractor;
 - d. Name of the new Network Provider/Subcontractor that the Member is being assigned to, if applicable;
 - e. Member rights information on how to request a new provider if the Member elects to change from the provider CalOptima Health or Health Network reassigned them to;
 - f. If applicable, the name of another hospital the Member will be assigned to or can access in the service area;
 - g. All language required by Health and Safety Code (HSC) Section 1373.65, including the Member's Continuity of Care (COC) rights to the terminating/terminated Network Provider/Subcontractor, unless the Network Provider/Subcontractor has been excluded from participating in the Medi-Cal Program; and
 - h. Language providing the Member with CalOptima Health or Health Network Customer Services telephone number and the toll-free telephone number of DHCS' Office of the Ombudsman.
 2. CalOptima Health's Customer Service Department, with the assistance of other operational departments, as needed, will assist the Member in selecting a new PCP or provider, upon request.

- D. Upon discovery of a Long-Term Care (LTC) Facility decertification or suspension, CalOptima Health shall terminate its contract with the facility, and provide notice to all impacted Members within five (5) calendar days of receiving notification of the closure or effective date of the termination, and at a minimum must include the following information:
1. Effective date of the contract termination;
 2. The name of the LTC Facility;
 3. The reason for the decertification;
 4. A description of how the decertification will impact the Member's access to covered services;
 5. All language required by HSC Section 1373.65;
 6. Language providing the member with CalOptima Health's Member Services telephone number and the toll-free telephone number of DHCS' Office of the Ombudsman for questions or concerns;
 7. A description of how the CalOptima Health will maintain the ability to provide covered services to impacted Members; and
 8. The date the member notice will be mailed.
- E. Member notification for successfully renegotiated contracts with a Network Provider/Subcontractor prior to the effective date of contract termination where Member notices were already mailed out.
1. CalOptima Health's or a Health Network's written notice to affected Members shall include, at a minimum, the following information:
 - a. An explanation that an agreement has been reached with the Network Provider/Subcontractor;
 - b. An explanation of the Member's option to remain with, or change his or her PCP or Health Network;
 - c. Language providing the Member the Customer Service telephone number and the toll-free number of the DHCS Office of the Ombudsman; and
 - d. All language required by HSC Section 1373.65.
- F. CalOptima Health shall take action pursuant to CalOptima Health Policy GG.1652: DHCS Notification of Change in the Availability or Location of Covered Services, in response to the discovery or final notice from DHCS of a provider suspension, termination, or decertification.

IV. ATTACHMENT(S)

- A. Plan/HN PCP Change Template
- B. Plan/HN Specialist Change Template
- C. Precluded Provider Template
- D. Change of location Template
- E. LTC Facility Closure Template

F. CBAS Center Closure Template

V. REFERENCE(S)

- A. CalOptima Health Contract with Department of Health Care Services (DHCS)
- B. CalOptima Health Policy AA.1220: Member Billing
- C. CalOptima Health Policy DD.2008: Health Network and CalOptima Community Network Selection Process
- D. CalOptima Health Policy EE.1101: Additions, Changes, and Terminations to CalOptima Health Provider Information, CalOptima Health Provider Directory, and Web-based Directory
- E. CalOptima Health Policy GG.1304: Continuity of Care During Health Network or Provider Termination
- F. CalOptima Health Policy GG.1600: Access and Availability Standards
- G. CalOptima Health Policy GG.1607: Monitoring Adverse Actions
- H. CalOptima Health Policy GG.1652: DHCS Notification of Change in the Availability or Location of Covered Services
- I. Department of Health Care Services All Plan Letter (APL) 21-003: Medi-Cal Network and Subcontractor Terminations (Supersedes APL 16-001)
- J. Health and Safety Code, § 1373.65
- K. National Committee of Quality Assurance Standard (NCQA) 2017 – Net 5: Continued Access to Care, Element A: Notification of Termination
- L. Title 22, California Code of Regulations (CCR), §§ 53885 and 53922.5
- M. Title 28, California Code of Regulations (CCR), § 1300.67(1)(3)
- N. Title 42, Code of Federal Regulations (CFR), §§ 438.10(f)(1), and 438.10(g)(4)
- O. Welfare and Institutions Code, §§ 14043.6 and 14123

VI. REGULATORY AGENCY APPROVAL(S)

Date	Regulatory Agency	Response
02/04/2014	Department of Health Care Services (DHCS)	Approved as Submitted
04/28/2015	Department of Health Care Services (DHCS)	Approved as Submitted
07/26/2021	Department of Health Care Services (DHCS)	Approved as Submitted
12/06/2023	Department of Health Care Services (DHCS)	File and Use

VII. BOARD ACTION(S)

None to Date

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	11/01/2011	DD.2012	Member Notification of Change in the Availability or Location of Covered Services	Medi-Cal
Revised	01/01/2013	DD.2012	Member Notification of Change in the Availability or Location of Covered Services	Medi-Cal
Revised	04/01/2015	DD.2012	Member Notification of Change in the Availability or Location of Covered Services	Medi-Cal
Revised	03/01/2016	DD.2012	Member Notification of Change in the Availability or Location of Covered Services	Medi-Cal
Revised	03/01/2018	DD.2012	Member Notification of Change in the Availability or Location of Covered Services	Medi-Cal

Action	Date	Policy	Policy Title	Program(s)
Revised	02/01/2019	DD.2012	Member Notification of Change in the Availability or Location of Covered Services	Medi-Cal
Revised	02/01/2020	DD.2012	Member Notification of Change in the Availability or Location of Covered Services	Medi-Cal
Revised	12/01/2021	DD.2012	Member Notification of Change in the Availability or Location of Covered Services	Medi-Cal
Revised	09/01/2022	DD.2012	Member Notification of Change in the Availability or Location of Covered Services	Medi-Cal
Revised	11/01/2023	DD.2012	Member Notification of Change in Location or Availability of Providers or Covered Services	Medi-Cal
Revised	12/01/2024	DD.2012	Member Notification of Change in Location or Availability of Providers or Covered Services	Medi-Cal

IX. GLOSSARY

Term	Definition
Authorized Representative	Any individual appointed in writing by a competent Member or Potential Member, to act in place or on behalf of the Member or Potential Member for purposes of assisting or representing the Member or Potential Member with Grievances and Appeals, State Fair Hearings, Independent Medical Reviews and in any other capacity, as specified by the Member or Potential Member.
CalOptima Health Direct (COHD)	A direct health care program operated by CalOptima Health that includes both COHD- Administrative (COHD-A) and CalOptima Health Community Network (CHCN) and provides services to members who meet certain eligibility criteria as described in Policy DD.2006: Enrollment in/Eligibility with CalOptima Health Direct.
Community Health Center	Also known as Community Clinic—a health center that meets all of the following criteria: <ol style="list-style-type: none"> 1. Recognized by the Department of Public Health as a licensed Community Clinic or is a Federally Qualified Health Center (FQHC) or FQHC Look-Alike; 2. Affiliated with a health network; and 3. Ability to function as a Primary Care Provider (PCP).
Continuity of Care	Services provided to a Member rendered by an out-of-network provider with whom the Member has <u>pre-existing provider relationship</u> .
Contracted Hospital	A hospital that has entered into a CalOptima Health Hospital Services Contract to provide: <ol style="list-style-type: none"> 1. Hospital Services to CalOptima Health Direct Members for which CalOptima Health is financially responsible; and 2. Covered Services to Members Enrolled in a Shared Risk Group for which CalOptima Health is financially responsible in accordance with the Division of Financial Responsibility (DOFR).
Covered Services	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, the contract with DHCS for Medi-Cal, and DHCS 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 style="list-style-type: none"> 1. Home and Community-Based Services (HCBS) program as specified in the DHCS contract for Medi-Cal 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

Term	Definition
	<p>sections 51184, 51340 and 51340.1. EPSDT services are covered under the DHCS contract for Medi-Cal, as specified in Exhibit A, Attachment III, Subsection 4.3.11 (Targeted Case Management Services), Subsection F4 regarding services for Members less than twenty-one (21) years of age. CalOptima Health is financially responsible for the payment of all EPSDT services;</p> <ol style="list-style-type: none"> 2. 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; 3. Specialty Mental Health Services as specified in Exhibit A, Attachment III, Subsection 4.3.12 (Mental Health Services); 4. 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 4.3.13 (Alcohol and Substance Use Disorder Treatment Services); 5. Fabrication of optical lenses except as specified in Exhibit A, Attachment III, Subsection 5.3.7 (Services for All Members); 6. Direct Observed Therapy for Treatment of Tuberculosis (TB) as specified in Exhibit A, Attachment III, Subsection 4.3.18 (Direct Observed Therapy for Treatment of Tuberculosis); 7. Dental services as specified in W&I sections 14131.10, 14132(h), 14132.22, 14132.23, and 14132.88, and EPSDT dental services as 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; 9. 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); 10. Laboratory services provided under the State serum alpha-feto-protein-testing program administered by the Genetic Disease Branch of California Department of Public Health (CDPH); 11. Pediatric Day Health Care, except for Contractors providing Whole Child Model (WCM) services; 12. State Supported Services; 13. Targeted Case Management (TCM) services as set forth in 42 USC section 1396n(g), W&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 twenty-one (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 DHCS APL 23-005;

Term	Definition
	<p>14. Childhood lead poisoning case management provided by county health departments;</p> <p>15. 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;</p> <p>16. End of life services as stated in Health and Safety Code (H&S) section 443 et seq., and DHCS APL 16-006; and</p> <p>17. Prescribed and covered outpatient drugs, medical supplies, and enteral nutritional products when appropriately billed by a pharmacy on a pharmacy claim, in accordance with DHCS APL 22-012.</p>
Health Network	For purposes of this policy, a Physician Hospital Consortium (PHC), physician group under a shared risk contract, health care service plan, such as a Health Maintenance Organization (HMO), medical group or independent physician associations (IPA) that contracts with CalOptima Health to provide covered services to members assigned to that health network who may also qualify as a subcontractor.
Long Term Care (LTC) Facility	For purposes of this policy, a Skilled Nursing Facility (SNF) for Nursing Facility Level A (NF-A) and Nursing Facility Level B (NF-B), Intermediate Care Facility/Developmentally Disabled, Intermediate Care Facility/Developmentally Disabled –Habilitative (ICF/DD-H), or Intermediate Care Facility/Developmentally Disabled-Nursing (ICF/DD-N).
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&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&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.</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, or the United States Social Security Administration, who is enrolled in the CalOptima Health program.
Network Provider	For purposes of this policy, a Provider that is contracted with CalOptima Health or a Health Network for the delivery of Medi-Cal Covered Services.
Primary Care Provider (PCP)	A person responsible for supervising, coordinating, and providing initial and Primary Care to Members; for initiating referrals; and, for maintaining the continuity of patient care. A Primary Care Provider may be a Primary Care Physician or Non-Physician Medical Practitioner.

Term	Definition
Subcontractor:	An individual or entity that has a Subcontractor Agreement with CalOptima Health or CalOptima Health's Subcontractor that relates directly or indirectly to the performance of CalOptima Health's obligations under contract with DHCS. A Network Provider is not a Subcontractor solely because it enters into a Network Provider Agreement.