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| Policy: | FF.2007 |
| Title: | Reporting of Potential Third Party Tort Liability |
| Department: | Claims Administration |
| Section: | Not Applicable |
| CEO Approval: | /s/ Michael Hunn 08/22/2024 |
| Effective Date: | 01/01/2009 |
| Revised Date: | 08/01/2024 |
| Applicable to: | <input checked="" type="checkbox"/> Medi-Cal <input type="checkbox"/> OneCare <input type="checkbox"/> PACE <input type="checkbox"/> Administrative |

I. PURPOSE

This policy establishes CalOptima Health's and a subcontracted Provider's responsibility for identifying and reporting potential Third Party Tort Liability (TPTL).

II. POLICY

- A. CalOptima Health shall identify and report an instance or case in which it believes an action by a Medi-Cal Member involving casualty insurance, tort, or Workers' Compensation liability of a third party could result in a Member's recovery of funds to which the Department of Health Care Services (DHCS) has lien rights.
- B. CalOptima Health and its delegated, or sub-contracted, Providers shall make no claim for recovery of the value of Covered Services rendered to a Medi-Cal Member in an instance or case where an action by a Member involving casualty insurance, tort, or Workers' Compensation liability of a third party could result in a Medi-Cal Member's recovery of funds to which DHCS has lien rights.
- C. CalOptima Health shall provide service information or copies of paid invoices or claims for Covered Services to a Medi-Cal Member, upon request by DHCS and in accordance with this Policy.
- D. If CalOptima Health receives a request from an attorney, insurer, or Member for a copy of a bill, CalOptima Health shall refer the request to the DHCS TPTL Branch with the required information as described in this Policy.
- E. CalOptima Health shall delegate a custodian of records to facilitate DHCS declaration requests and serve as liaison between DHCS and CalOptima Health, sub-contractors and/or Health Networks. The primary and secondary contacts will be designated custodians for purpose of TPTL declarations. Declarations are sworn statements by individuals with direct knowledge of an issue or topic that may be used as evidence in litigation and the custodian is the individual who attested to the submitted information.
- F. A Health Network and its subcontracting Providers shall submit TPTL information to CalOptima Health in accordance with this Policy.

III. PROCEDURE

A. Reporting of Potential Third Party Tort Liability (TPTL)

1. If CalOptima Health suspects a potential tort liability action and has insurance or attorney information, CalOptima Health must notify DHCS using the online forms on the Personal Injury Program site within (10) days of discovering that a Member has initiated the action.
2. If CalOptima Health receives a request from an attorney, insurer, or Member for a copy of a claim or bill, or otherwise suspects a potential TPTL action and has insurance and/or attorney information, CalOptima Health shall refer such request to the DHCS TPTL Branch within ten (10) calendar days of the request. The referral shall include the name, address, and telephone number of the requesting party, and the information specified in Section III.D. of this Policy.
3. CalOptima Health shall send a report to DHCS within thirty (30) calendar days of receipt of a request from DHCS "Out" folder for service information or a copy of a paid invoice or claim for Covered Services to a Medi-Cal Member. The standardized DHCS Excel template (Attachment A) report shall include the information set forth in Section III.D. of this Policy, which shall include subcontractor, Health Networks, all MCP partners, and out-of-plan Provider data.
4. CalOptima Health's Claims Department shall, in conjunction with Office of Compliance Department, have a tracking system to monitor incoming requests to ensure thirty (30) day reporting requirement is met.
5. DHCS will email CalOptima Health to request contact information for the designated individual; and must respond within five (5) business days upon receipt of the email to TPLManagedCare@dhcs.ca.gov. DHCS will process contact designation requests and create login credentials for each designated individual, with two assigned folders – "In and Out."
6. CalOptima Health shall upload requested service information and requested copies of paid invoices/claim to the "In" folder.
 - a. Individual Member files containing service information must be compiled within one .zip file prior to uploading to the "In" folder and must adhere to the following naming convention:
 - i. PLAN NAME-MM-DD-YYYY-File #: the portion of the name in the MM-DD-YYYY format corresponds to the date the .zip file is uploaded to the "In" folder. File # corresponds to the sequence of the .zip file uploaded in a given month.
 - b. Individual member files submitted within the .zip file using the standardized DHCS Excel template must contain the requested service and utilization information and must adhere to the following naming convention:
 - i. MEMBER CIN_MEMBER LAST NAME_MEMBER FIRST NAME: Member Client Index Number (CIN) and Member name corresponds with the Member's CIN and name provided on the original request from DHCS.
 - c. Copies of paid invoices and claims must be combined into a separate .zip file for each Member and must adhere to the following naming convention:

- i. MEMBER CIN_MEMBER LAST NAME_MEMBER FIRST NAME_PAID-
INVOICES: Member CIN and Member name corresponds with the Member's CIN and name provided on the original request from DHCS.
7. CalOptima Health shall use the following electronic mailbox to communicate regarding service information and copies of paid invoices/claims file submission; and submit questions or comments related to the preparation and submission of reports, as well as issues related to accessing the SFTP folders: TPLManagedCare@dhcs.ca.gov.
8. CalOptima Health shall utilize Microsoft Edge and Google Chrome browsers to download new TPTL reports, and upload completed TPTL reports.
9. CalOptima Health shall have a procedure in place to ensure proper naming and submission format.
10. CalOptima Health's custodian of records shall provide the signed declaration that includes, but is not limited to, the following information when DHCS makes a declaration request as set forth in Section II.E. of this Policy:
 - a. Managed care delivery model;
 - b. Claims processing system in place to receive, process, and pay claims for services rendered to its Members;
 - c. The date DHCS requested service utilization and copies of invoice/claim detailing the health care services paid on behalf of the Member;
 - d. The exact amount of Medi-Cal service paid on behalf of the Member;
 - e. Explanation of how the services are paid to the providers;
 - f. Description of the declarant's title, duties performed, and years of experience working at or CalOptima; and
 - g. True and correct copies of service information and copies of paid invoice/claim identifying the services paid for the Medi-Cal program and any supporting documentation requested by DHCS via email when requested.
11. Upon the receipt of a "Copies of Paid Invoices / Claims" request from DHCS, CalOptima Health shall send an email to the DHCS requestor to acknowledge receipt of the request.
12. CalOptima Health's custodian of record shall consult CalOptima Health's legal counsel to ensure proper review and approval of the declaration is appropriate before submitting the requested declaration to DHCS within the timeframe specified by DHCS for each requested declaration.
13. CalOptima Health's custodian of records shall submit the signed declaration using DHCS approved declaration template via email with each request to TPLManagedCare@dhcs.ca.gov or to the DHCS representative that requested the declaration. The declarant must also mail a hard copy of the signed declaration request and supporting documentation to the address provided by DHCS in its declaration request.

14. CalOptima Health's Claims Department shall notify the Office of Compliance Department to ensure any primary and secondary custodian changes are report to DHCS within thirty (30) days.
 15. CalOptima Health shall submit reports regarding potential TPTL via online form on the personal injury program site
(https://www.dhcs.ca.gov/services/Pages/TPLRD_PI_OnlineForms.aspx).
- B. CalOptima Health's subcontracted Providers, including delegated Health Networks, fee-for-service Providers, and other Providers, shall identify and report potential TPTL information to CalOptima Health, in accordance with this section.
1. A subcontracted Provider shall notify CalOptima Health's Claims Department within five (5) calendar days of becoming aware of an instance, or case, of potential TPTL relative to Covered Services provided to a Medi-Cal Member. A subcontracted Provider shall submit a report regarding potential TPTL to:

ATTN: Claims Department
CalOptima Health
505 City Parkway West
Orange CA 92868
 2. If a subcontracted Provider receives a request from an attorney, insurer, or Member for a copy of a claim or bill, the Provider shall refer such request to CalOptima Health's Claims Department within five (5) calendar days of receipt of the request. The referral shall include the name, address, and telephone number of the requesting party, and the information set forth in Section III.D. of this Policy.
 3. Within twenty (20) calendar days of receipt of a request from CalOptima Health and/or DHCS for service information, or a copy of a paid invoice or claim for Covered Services to a Medi-Cal Member, a subcontracted Provider shall forward a report containing the information specified in Section III.D. of this Policy to the CalOptima Health Claims Department, including any information received from the delegated Health Network's subcontractors.
- C. CalOptima Health shall submit requested utilization information using only the standardized DHCS Excel template (Attachment A) and must compile all service and utilization information for services given to the Member in one excel file.
1. CalOptima Health or sub-contracted Providers shall include information on the "no services" tab with the standardized DHCS Excel template if it did not provide any services to the Member.
 2. CalOptima Health or a sub-contracted Provider's custodian of records, or a designee with knowledge of the submitted information, must electronically sign and comply with attestation included in the standardized DHCS Excel template.
- D. A report regarding potential TPTL shall include the following information, when available:
1. Name of the MCP/Health Network;
 2. Member name;

3. Member's date of birth;
4. Fourteen (14) digit Member Medi-Cal beneficiary identification (ID) number;
5. Member's date of death (if applicable);
6. Contractor's name (CalOptima);
7. Date of Injury;
8. Claim Control Number;
9. Claim Line Number;
10. Claim Type;
11. Dates of Service;
12. Provider name(s);
13. National Provider Identifier (NPI);
14. Diagnosis code(s) and description of illness or injury;
15. Drug label name;
16. Amount subcontractor or out-of-plan Provider billed, if applicable;
17. Amount Other Health Coverage (OHC) paid to CalOptima Health, or a subcontractor, if applicable;
18. Amounts and dates of claims CalOptima Health, a subcontractor, or out-of-plan Provider paid, if applicable (If the service is capitated, "0" should be entered here);
19. Procedure code(s) and description of services rendered;
20. Reasonable Value of Services – For services that are capitated or otherwise not paid on a per service basis, such services shall be valued at the amount paid to Network Providers or Out-of-Network Providers for similar services; and
21. Date of denial and reason for denial of any claims related to the illness, or injury, if applicable.

IV. ATTACHMENT(S)

- A. Standardized DHCS Excel Template (Attachment A)

V. REFERENCE(S)

- A. CalOptima Health Contract with the Department of Health Care Services (DHCS) for Medi-Cal
- B. Department of Health Care Services (DHCS) All Plan Letter (APL) 21-007: Third Party Tort Liability Reporting Requirements (Supersedes APLs 01-002, 11-012 and 17-021)

VI. REGULATORY AGENCY APPROVAL(S)

| Date | Regulatory Agency | Response |
|-------------|---|-----------------------|
| 11/04/2021 | Department of Health Care Services (DHCS) | Approved as Submitted |

VII. BOARD ACTION(S)

None to Date

VIII. REVISION HISTORY

| Action | Date | Policy | Policy Title | Program(s) |
|---------------|-------------|---------------|---|-------------------|
| Effective | 01/01/2009 | FF.2007 | Reporting of Potential Third Party Liability | Medi-Cal |
| Revised | 03/01/2012 | FF.2007 | Reporting of Potential Third Party Liability | Medi-Cal |
| Revised | 11/01/2016 | FF.2007 | Reporting of Potential Third Party Liability | Medi-Cal |
| Revised | 12/01/2017 | FF.2007 | Reporting of Potential Third Party Liability | Medi-Cal |
| Revised | 05/01/2019 | FF.2007 | Reporting of Potential Third Party Liability | Medi-Cal |
| Revised | 08/01/2020 | FF.2007 | Reporting of Potential Third Party Liability | Medi-Cal |
| Revised | 08/01/2021 | FF.2007 | Reporting of Potential Third Party Liability | Medi-Cal |
| Revised | 02/01/2023 | FF.2007 | Reporting of Potential Third Party Liability | Medi-Cal |
| Revised | 08/01/2024 | FF.2007 | Reporting of Potential Third Party Tort Liability | Medi-Cal |

IX. GLOSSARY

| Term | Definition |
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| Covered Services | <p>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.</p> <p>Covered Services do not include:</p> <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 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; 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 |

| Term | Definition |
|---|---|
| | <p>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);</p> <p>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);</p> <p>11. Pediatric Day Health Care, except for Contractors providing Whole Child Model (WCM) services;</p> <p>12. State Supported Services;</p> <p>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;</p> <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> |
| 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), and other health related programs as provided by statute and/or regulation. |
| 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. |
| 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 | 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. |
| Third Party Tort Liability (TPTL) | For the purposes of this policy, refers to the legal obligation of third parties (any individual, entity, or program) to pay part or all of the expenditures for services furnished under the CalOptima Health program. |