Policy:	DD.2002
Title:	**Cultural and Linguistic Services**
Department:	Customer Service
Section:	Not Applicable
CEO Approval:	*/s/ Michael Hunn 02/06/2025*
Effective Date:	10/01/1998
Revised Date:	12/31/2024
Applicable to:	☒ Medi-Cal ☒ OneCare ☐ PACE ☐ Administrative

I. PURPOSE

This policy defines CalOptima Health's Cultural and Linguistic (C&L) program and describes the processes in place to continually monitor, improve and evaluate C&L services that support the delivery of Covered Services to CalOptima Health Members.

II. POLICY

A. CalOptima Health and its Health Networks shall provide culturally and linguistically appropriate services to Members. CalOptima Health and its Health Networks shall:

1. Recruit bilingual employees for appropriate positions whenever possible, and enhance employees' bilingual skills and cultural sensitivity through employee development programs, as needed;

2. Provide, at no cost to the Member, twenty-four (24) hour access to Qualified Interpreter services with Qualified Interpreter/translator at Key Points of Contact;

3. Provide translated Member Information, including a full and immediate translation of informational written materials in CalOptima Health's Threshold Languages at no cost to the Member using a Qualified Interpreter/translator to the following language groups within CalOptima Health's service areas:

   a. Threshold Standard Language: A population group of eligible Members residing in the CalOptima Health's service area who indicate their primary language as a language other than English, and that meet a numeric threshold of three-thousand (3,000) or five percent (5%) of the eligible beneficiary population, whichever is lower; and

   b. Concentration Standard Language: A population group of eligible beneficiaries residing in the CalOptima Health's service area who indicate their primary language as a language other than English and who meet the concentration standards of one-thousand (1,000) in a single ZIP code or one-thousand five-hundred (1,500) in two (2) contiguous ZIP codes.

4. Provide oral interpretation for non-threshold languages upon request or as needed, by a Qualified Interpreter/translator, and information and materials to meet the needs of Members with sensory and hearing impairments.

5. Adhere to the Centers for Medicare & Medicaid Services (CMS) and the Department of Health Care Services (DHCS) requirements for determining a language threshold; and

6. Refer Members to culturally and linguistically appropriate community services, as needed.

B. CalOptima Health's Member Advisory Committee (MAC) shall provide information and recommendations with respect to CalOptima Health's C&L Services in accordance with CalOptima Health Policy AA.1219a: Member Advisory Committee and shall collaborate with the CalOptima Health Provider Advisory Committee (PAC) with regard to C&L Services on an ad hoc basis in accordance with CalOptima Health Policy AA.1219b: Provider Advisory Committee.

C. CalOptima Health and its Health Networks shall comply with applicable Federal and State civil rights laws, including, but not limited to, Title VI of the Civil Rights Act of 1964, Title 42 United States Code (USC), Section 2000d, and shall not discriminate on the basis 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 California Penal Code, Section 422.56.

1. CalOptima Health and its Health Networks shall post notices of non-discrimination, in at least twelve (12)-point font, in accordance with requirements set forth by CMS and DHCS.

2. CalOptima Health and its Health Networks shall include a notice of non-discrimination on written Member-informing materials, and in all informational notices targeted to Members, potential enrollees, and the public, in accordance with requirements set forth by CMS and DHCS.

D. CalOptima Health shall monitor Member Grievances, report Grievances related to C&L Services in accordance with CalOptima Health Policies HH.1102: Member Grievances and HH.1104: Complaints of Discrimination.

III. PROCEDURE

A. CalOptima Health shall review and update its C&L Services programs to align with the Population Needs Assessment (PNA) and shall ensure its Network Providers, Subcontractors, Downstream Subcontractors cultural and Health Equity linguistic services programs also align with the PNA.

B. C&L Services Work Plan

1. CalOptima Health shall develop a C&L Services Work Plan to provide appropriate services to meet the needs of Members and shall designate the C&L manager, who has expertise in C&L Services to be responsible for planning, managing, and evaluating activities conducted under the C&L Services Work Plan and shall oversee C&L staff as specified in Attachment A of this Policy. The C&L Services Work Plan shall be reviewed annually and updated as needed.

2. CalOptima Health's C&L Manager shall annually present the C&L Work Plan to the MAC and PAC and shall request input and recommendations regarding C&L Services Work Plan.

C. Monitor, evaluate, and improve C&L services that support Covered Services for Members, including Members less than twenty-one (21) years of age:

1. Annual review and assessment of the cultural needs and preference study report to ensure sufficient practitioners for this age group;

2. Quarterly monitoring of the Qualified Interpreter services utilization reports;

3. Annual review of CalOptima Health's Member demographic and language preference;

4. Monitor Member Grievances related to C&L services;

5. Report C&L data, findings, and recommendations to Quality Improvement Health Equity Committee (QIHEC), MAC, and Member Experience Committees; and

6. Request the committee's; for discussion on improvement opportunities suggestions and recommendations, if any.

D. Employee Recruitment and Development

1. CalOptima Health and its Health Networks shall make best efforts to recruit qualified culturally, sensitive, and bilingual employees, especially for positions that require direct Member communication.

2. CalOptima Health and its Health Networks shall assess the language capability of an employee to determine the employee's proficiency level for an assignment that includes the use of bilingual skills.

3. CalOptima Health and its Health Networks shall enhance an employee's ability to communicate managed care and medical care terminology to Members in their preferred language through training and development programs.

4. CalOptima Health and its Health Networks shall provide comprehensive staff training to ensure a Member with a sensory impairment is assisted in accessing information, services, and benefits.

5. CalOptima Health and its Health Networks shall encourage employees to attend cultural sensitivity seminars and workshops offered by CalOptima Health, professional organizations, universities, or colleges in order to develop Cultural Competency, including, but not limited to:

    a. Developing attitudes that value and respect diversity;

    b. Enhancing knowledge and awareness of beliefs, behaviors, and preventive health practices;

    c. Acquiring skills to communicate with Members with diverse language needs, including sign language Qualified Interpreter/translator services;

    d. Developing the ability to address the health needs of diverse populations;

    e. Structural and institutional racism;

    f. Health Inequities and their impact on Members, staff, Network Providers, Subcontractors, and Downstream Subcontractors; and

    g. Information about the Health Inequities and identified cultural groups which includes but is not limited to the groups' beliefs about illness and health and need for gender affirming care.

E. CalOptima Health shall assess, identify, and report the linguistic capabilities of Qualified Interpreters, bilingual employees, and Contracted Providers by:

1. Providing verification that a multiple-step process is used in the recruitment and hiring process of Qualified Interpreters and bilingual employees.

    a. Such a process shall include technical qualification testing, bilingual, interpreting, and/or translation proficiency testing and background check.

2. Testing and continually training Qualified Interpreters, translators, bilingual employees, and Contracted Providers.

3. Annually, or upon request, providing training and certification verification of their Qualified Interpreters, translators, bilingual employees, and Contracted Providers.

F. CalOptima Health and its Health Networks shall provide language assistance services, free of charge, for Members who speak a language other than English and shall:

1. Include language taglines, compliant with requirements set forth by CMS and the DHCS, with Member-informing materials, such the Notice of Privacy Practices.

2. Include translation and oral interpretation and large print taglines no smaller than twenty (20)-point Arial font and explain how to request free language assistance services and auxiliary aids and services.

3. Ensure equal access to health care service for its Members and potential members without regard to a Member's proficiency in the English language. CalOptima Health will provide Qualified Interpreter services adequate to communicate the medical, social, and psychological issues of its Members, when necessary, in compliance with federal and state regulations. .

G. CalOptima Health and its Health Networks shall ensure Members, including Members less than twenty-one (21) years of age, receive information in Threshold Languages regarding a Member's right to file a Grievance. Grievance forms and procedures shall be readily available to Members in Threshold Languages, and in alternative formats, such as large print in at least twenty (20) point size Arial font, braille, audio, or accessible electronic format, such as a data CD or electronic file, upon request or as needed. Oral interpretation shall also be available to help the Member understand the information provided.

1. If a Member selects an electronic format, such as an audio or data CD or electronic file, the information may be provided unencrypted (i.e., not password protected), but only with the Member's informed consent.

2. If the Member request notices and information in an encrypted (i.e., password protected) electronic format, CalOptima Health and its Health Networks shall provide a password protected electronic format with unencrypted instructions on how the Member is to access the encrypted information.

H. Member and Authorized Representative Alternative Format Selection (AFS) Information

1. CalOptima Health, its Health Networks, and Contracted Providers shall collect and store AFS information for Members and Authorized Representatives.

2. CalOptima Health, its Health Networks, and Contracted Providers must enter any new Member, and Authorized Representative AFS information at the time of the Member's request. Information can be entered:

    a. By calling the AFS Helpline; or

    b. Online through the AFS application system. CalOptima Health, its Health Networks, and Contracted Providers shall utilize the Alternative Format Application User Guide for DHCS All Plan Letter (APL) 22-002: Alternative Format Selection for Members with Visual Impairments for instructions regarding how to submit AFS data online via DHCS' AFS application system.

3. CalOptima Health, its Health Networks, and Contracted Providers must provide Member Information in their requested alternative formats.

4. CalOptima Health, its Health Networks, and Contracted Providers shall share Member AFS data with DHCS as specified in the Alternative Format Data Process Guide for DHCS All Plan Letter (APL) 22-002: Alternative Format Selection for Members with Visual Impairments.

5. CalOptima Health shall intake a weekly AFS file from DHCS' Alternative Format database.

    a. CalOptima Health shall share this data with its Health Networks, and Contracted Providers as appropriate.

    b. CalOptima Health, its Health Networks, and Contracted Providers must utilize the weekly DHCS AFS file data to provide Member documents in the requested alternative formats.

6. CalOptima Health, its Health Networks, and Contracted Providers may not deny, reduce, suspend, or terminate services or treatments without providing adequate notice within applicable legal timeframes. CalOptima Health, its Health Networks, and Contracted Providers shall calculate the deadline for a Member with visual impairment or other disabilities requiring the provision of written materials in alternative formats, to take action from the date of adequate notice.

I. Qualified Interpreter Services and Access for Members with Sensory Impairments

1. CalOptima Health and its Health Networks shall provide Members, including Members less than twenty-one (21) years of age with linguistic Qualified Interpreter services, American Sign Language z(ASL) Qualified Interpreter services, and information about Teletypewriter (TTY) or California Relay Service (CRS) to Members with hearing or speech impairments.

2. CalOptima Health and its Health Networks shall provide primary consideration to the individual's request of a particular auxiliary aid or service such as Members with visual, hearing and speech impairments, including Members less than twenty-one (21) years of age as necessary, to ensure effective communication regarding treatment, diagnosis, medical history, or health education.

3. CalOptima Health and its Health Networks shall also provide auxiliary aids and services to a Member's family member, friend, or associate, including Members less than twenty-one (21) years of age if required by the Americans with Disabilities Act (ADA). This includes if said individual is identified as the Member's Authorized Representative or is someone with whom it is appropriate for CalOptima Health or the Health Networks to communicate (such as a disabled spouse of a Member).

4. Interpretation can take place with an in-person Qualified Interpreter/translator through a telephonic Qualified Interpreter, or via internet or video remote interpreting (VRI) services.

    a. CalOptima Health and its Health Networks shall provide, at no cost to the Member, twenty-four (24)-hour access to Qualified Interpreter services at Key Points of Contact.

    b. A Member's timely access to care shall not be delayed due to any lack of Qualified Interpreter services.

    c. When providing interpretive services, CalOptima Health and its Health Networks, shall use Qualified Interpreter/translator to interpret for an individual with a disability, whether through a remote interpreting service or an on-site appearance.

    d. CalOptima Health shall educate Providers regarding the process to access no-cost Qualified Interpreter services for Members.

    e. CalOptima Health and its Health Networks shall provide notice of no cost Qualified Interpreter services through the CalOptima Health Member Handbook and other communications, including, but not limited to posters and flyers distributed at sites where Members receive Covered Services, Member newsletters and at Member orientation sessions.

    f. If a Member or Provider requests a Qualified Interpreter in a situation where Covered Services are needed, CalOptima Health or the Member's Health Network shall provide a Qualified Interpreter in time to adequately assist with all necessary care, including Urgent Care and Emergency Services.

    g. When possible, and appropriate, CalOptima Health and its Health Networks shall make all reasonable efforts to ensure assignment of the same face-to-face Qualified Interpreter to Members who require follow-up care.

    h. CalOptima Health and its Health Networks shall utilize a vendor for telephone Qualified Interpreter services for languages not spoken by bilingual employees, for Urgent Care and Emergency Services or as needed. CalOptima Health and its Health Networks are prohibited from using remote audio or VRI services that do not comply with federal quality standards, or relying on unqualified bilingual/multilingual staff, Qualified Interpreters, or translators.

    i. CalOptima Health and its Health Networks may schedule face-to-face Qualified Interpreter services, including ASL Qualified Interpreter services, through a contracted vendor.

    j. CalOptima Health and its Health Networks shall utilize the TTY, the CRS, or a comparable device or service available to assist Members with a hearing or speech impairment.

    k. CalOptima Health, its Health Networks, and Contracted Providers shall ensure that Members, and Authorized Representatives with disabilities are provided with reasonable accommodations to ensure effective communication, including auxiliary aids and services. to Members, including Members less than twenty-one (21) years of age and Authorized Representatives with disabilities, including alternative formats, upon request. CalOptima Health, its Health Networks must inform Members, and Authorized Representatives, who state that they have difficulty reading print communications on account of a disability of their right to receive auxiliary aids and services, including alternative formats.

i. Reasonable accommodations will depend on the need of the Member, and Authorized Representative and include, but are not limited to, individualized assistance, note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunication products and systems, text telephones (TTYs), videophones, captioned telephones, or equally effective telecommunications devices; videotext displays; accessible information and communication technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.

l. CalOptima Health and its Health Networks shall make informational or educational materials readily available to Members in accordance with Section III.F.

m. CalOptima Health shall inform Members of the availability of these materials through the Member Handbook/EOC booklet and other mechanisms, including, but not limited to, posters and flyers distributed at sites where Members receive Covered Services and at Member orientation sessions.

n. CalOptima Health and its Health Network shall enable Members to make a standing request to receive all informing material in a specified alternative format.

o. CalOptima Health and its Health Networks and Providers shall document a Member's language needs in the Member's file. Documentation in the Member's file shall include the Member's request or refusal of Qualified Interpreter services.

5. CalOptima Health and its Health Networks shall not require or suggest to a Member to use friends or family Members, particularly minors, as interpreters. A Member's friend or family Members may be used as interpreters if the following conditions are met:

a. The Member is advised that a Qualified Interpreter is available at no cost to the Member;

b. It is requested by the Member;

c. It will not compromise the effectiveness of service; and

d. It will not violate the Member's confidentiality.

e. In an emergency only, a minor child may be used as an interpreter if requested by the Member.

6. CalOptima Health and its Health Networks shall inform Members of their right to file a complaint if a Member fails to receive Qualified Interpreter services, in accordance with CalOptima Health Policies HH.1102: Member Grievance, HH.1103: Health Network Member Grievance and Appeal Process, and MA.9002: Enrollee Grievance Process.

J. Translation Services

1. CalOptima Health and its Health Networks shall provide, at no cost to the Member, including Members less than twenty-one (21) years of age translation of written informing documents in Threshold Languages or in sight translation (oral interpretation), upon request. and

concentration languages identified by DHCS. Written informing documents provide essential information regarding access and usage of Covered Services, and include, but are not limited to:

a. Member Handbook/EOC booklet;

b. Explanation of Benefits (EOB);

c. Summary of Benefits;

d. Member Consent forms;

e. Disclosure forms;

f. Routine and immediate translation of notices pertaining to a denial, limitation, termination, delay, or modification of benefits, and the right to file a Grievance or Appeal in accordance with Department of Health Care Services (DHCS) All Plan Letter (APL) 21-011: Grievance and Appeals Requirements, Notice and "Your Rights" Templates (Supersedes APL 17-006);

g. Provider listings or directories;

h. Marketing materials;

i. Notices advising limited-English-proficient persons of the availability of free language assistance;

j. Form letters;

k. Preventive health reminders; and

l. Member surveys and newsletters.

2. To ensure the quality of the translation, CalOptima Health and its Health Networks shall select Qualified Interpreter/translator when translating written content in paper or electronic form, have a reviewer for translated documents. As needed, the processes shall include having the translated documents translated back to English to ensure the accuracy of the translation.

3. To ensure non-English translations of documents meet the same standards as the English versions, translated documents shall conform to the same document standards as the English versions, which may include but is not limited to, reading level and font size.

4. CalOptima Health and its Health Networks shall provide translations of written informing documents at a reading level no higher than sixth (6^{th}) grade, or that is appropriate, as determined by other processes such as Field-Testing or the PNA, to the extent that compliance with the requirement does not conflict with regulatory agency directives or other legal requirements.

K. Linguistic Capability of Employees and Contracted Staff

1. CalOptima Health and its Health Networks shall assess and track the linguistic capability of its Qualified Interpreters or bilingual staff and contracted staff (clinical and non-clinical).

2. CalOptima Health and its Health Networks shall provide adequate training regarding its language assistance programs to all employees and contracted staff who have routine contact with LEP Members or potential Members and systematically address any identified gaps in the ability to address Members' C&L needs. Training must include instruction on:

    a. Policies and procedures for language assistance;

    b. How to work with LEP Members and potential Members;

    c. How to work effectively with Qualified Interpreters in person, telephone, through video and other media;

    d. Understanding the cultural and diversity of Members and Potential Members, and

    e. Sensitivity to cultural differences relevant to delivery of health care interpretation services.

L. Referral to Culturally and Linguistically Appropriate Services

1. CalOptima Health and its Health Networks shall develop working relationships with community-based organizations and shall refer a Member to culturally and linguistically appropriate community services, as needed.

M. Monitoring and Evaluation of C&L Services

1. A Health Network shall provide culturally and linguistically appropriate services to all Members, including Members less than 21 years of age pursuant to the CalOptima Health Contract for Health Care Services, as well as applicable state and federal regulations.

2. CalOptima Health shall delegate to a Health Network the responsibility for monitoring the language capability of Contracted Providers listed as speaking specific languages in the Provider Directory. At a minimum, a Health Network shall:

    a. Document whether it is the Provider or the office staff who has the language skill(s).

        i. This information must be updated at least annually.

    b. Develop procedures for assessing Qualified Interpreters' language proficiency.

3. CalOptima Health, in consultation with its Health Networks, shall establish C&L service standards. Using the C&L service standards, CalOptima Health shall monitor and evaluate a Health Network's provision of C&L Services, in accordance with CalOptima Health Policy GG.1619: Delegation Oversight as follows:

    a. Review the Health Network's C&L policies and procedures;

    b. Review the Health Network's translated written informing documents, such as Member Handbooks, denial letters, consent forms, newsletters, outreach flyers and brochures, complaints and Grievance forms, and health education materials;

    c. Review the Health Network's documentation of efforts to recruit and retain bilingual employees;

d. Review the Health Network's testing and training requirements for employees who utilize bilingual skills to assist Members;

e. Review the Health Network's process for monitoring the language capability of Contracted Providers listed as speaking specific languages in the Provider Directory;

f. Review the Health Network's training curriculum, schedules, and sign-in sheets to assess the training effort;

g. Review the Health Network's community resource list to evaluate Member referrals to culturally and linguistically appropriate services; and

h. Monitor Complaints related to C&L Services.

4. CalOptima Health shall monitor and evaluate Health Network's training and education of Providers and staff, regarding the process of accessing Qualified Interpreter services for Members. The Health Networks shall:

   a. Provide initial and continuous training and education to Contracted Providers and staff on the process to access Qualified Interpreter services for Members.

   b. Annually, or upon request, provide verification of initial and continuous training.

   c. CalOptima Health shall perform audit test calls to Health Networks to determine the process for accessing Qualified Interpreter services for Members and verifying that the process is appropriate for meeting Member's needs.

5. CalOptima Health shall conduct Member and staff surveys to ensure Member satisfaction with language services under the Culturally and Linguistically Appropriate Services (CLAS) program structure. CalOptima Health is required to complete the initial survey once during the prior year.

IV. ATTACHMENT(S)

A. Cultural and Linguistic Services Program
B. Notice of Non-Discrimination and Language Tagline (Medi-Cal)
C. Notice of Non-Discrimination and Language Tagline (Medicare)

V. REFERENCE(S)

A. CalOptima Board Resolution 15-08-06-02
B. CalOptima Board Resolution 11-11-03
C. CalOptima Board Resolution 2-14-95
D. CalOptima Health Contract for Health Care Services
E. CalOptima Health Contract with Department of Health Care Services (DHCS) for Medi-Cal
F. Cultural and Linguistic Services Plan
G. CalOptima Health Member Handbook/Evidence of Coverage (EOC)
H. CalOptima Health Policy AA.1219a: Member Advisory Committee
I. CalOptima Health Policy AA.1219b: Provider Advisory Committee
J. CalOptima Health Policy GG.1619: Delegation Oversight
K. CalOptima Health Policy HH.1102: Member Grievance
L. CalOptima Health Policy HH.1103: Health Network Member Grievance and Appeal Process
M. CalOptima Health Policy HH.1104: Discrimination Grievances

N. CalOptima Health Policy MA.9002: Enrollee Grievance Process
O. Department of Health Care Services (DHCS) All Plan Letter (APL) 20-015: State Non-Discrimination and Language Assistance Requirements
P. Department of Health Care Services (DHCS) All Plan Letter (APL) 21-004: Standards for Determining Threshold Languages, Nondiscrimination Requirements, and Language Assistance Services (supersedes APL 17-011 and Policy Letters 99-003 and 99-004)(Revised 05/24/2023)
Q. Department of Health Care Services (DHCS) All Plan Letter (APL) 21-011: Grievance and Appeals Requirements, Notice and "Your Rights" Templates (Supersedes APL 17-006)(Revised 08/31/2022)
R. Department of Health Care Services (DHCS) All Plan Letter (APL) 22-002: Alternative Format Selection for Members with Visual Impairments
S. Department of Health Care Services (DHCS) All Plan Letter (APL) 23-021: Population Needs Assessment and Population Health Management Strategy (Supersedes APL 19-011)
T. National Committee for Quality Assurance Standard – Element A: QI Program Structure, Factor 8 Objectives for serving a culturally and linguistically diverse membership
U. Title 42, Code of Federal Regulations (CFR), §438.10(d)
V. Title 45, Code of Federal Regulations (CFR), §84.52
W. Title 22, Code of California Regulations, §§53876 and 53895

VI. REGULATORY AGENCY APPROVAL(S)

Date	Regulatory Agency	Response
02/24/2013	Department of Health Care Services (DHCS)	Approved as Submitted
04/01/2015	Department of Health Care Services (DHCS)	Approved as Submitted
02/29/2016	Department of Health Care Services (DHCS)	Approved as Submitted
09/10/2020	Department of Health Care Services (DHCS)	Approved as Submitted
12/13/2021	Department of Health Care Services (DHCS)	Approved as Submitted
07/06/2022	Department of Health Care Services (DHCS)	Approved as Submitted
11/23/2022	Department of Health Care Services (DHCS)	Approved as Submitted
06/15/2023	Department of Health Care Services (DHCS)	Approved as Submitted
12/12/2023	Department of Health Care Services (DHCS)	File and Use
01/29/2025	Department of Health Care Services (DHCS)	File and Use

VII. BOARD ACTION(S)

Date	Meeting
02/03/2022	Regular Meeting of the CalOptima Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	10/01/1998	DD.1107	Cultural and Linguistic Services	Medi-Cal
Revised	03/01/2000	DD.1107	Cultural and Linguistic Services	Medi-Cal
Revised	07/01/2000	DD.1107	Cultural and Linguistic Services	Medi-Cal
Effective	09/01/2004	DD.2002	Cultural and Linguistic Services	Medi-Cal
Revised	08/01/2008	DD.2002	Cultural and Linguistic Services	Medi-Cal
Revised	10/01/2011	DD.2002	Cultural and Linguistic Services	Medi-Cal
Revised	01/01/2013	DD.2002	Cultural and Linguistic Services	Medi-Cal

Action	Date	Policy	Policy Title	Program(s)
Revised	01/01/2014	DD.2002	Cultural and Linguistic Services	Medi-Cal
Revised	12/01/2014	DD.2002	Cultural and Linguistic Services	Medi-Cal
Revised	12/01/2015	DD.2002	Cultural and Linguistic Services	Medi-Cal
Revised	08/01/2016	DD.2002	Cultural and Linguistic Services	Medi-Cal
Revised	07/01/2017	DD.2002	Cultural and Linguistic Services	Medi-Cal
Revised	12/01/2017	DD.2002	Cultural and Linguistic Services	Medi-Cal
Revised	01/01/2019	DD.2002	Cultural and Linguistic Services	Medi-Cal
Revised	02/01/2020	DD.2002	Cultural and Linguistic Services	Medi-Cal
Revised	02/03/2022	DD.2002	Cultural and Linguistic Services	Medi-Cal
Revised	05/01/2022	DD.2002	Cultural and Linguistic Services	Medi-Cal
Revised	01/01/2023	DD.2002	Cultural and Linguistic Services	Medi-Cal
Revised	06/01/2023	DD.2002	Cultural and Linguistic Services	Medi-Cal
Revised	12/01/2023	DD.2002	Cultural and Linguistic Services	Medi-Cal OneCare
Revised	12/31/2024	DD.2002	Cultural and Linguistic Services	Medi-Cal OneCare

IX. GLOSSARY

Term	Definition
Americans with Disabilities Act (ADA)	The Americans with Disabilities Act (ADA) requires that services, programs, and activities provided by public entities must be accessible to individuals with disabilities, including visual impairment. (See 42 U.S.C. 12131 et seq). Medi-Cal managed care health plans (MCPs) are subject to the standards of Title II of the ADA, including standards for communicating effectively with individuals with disabilities to ensure they benefit equally from government programs.
Appeal	Medi-Cal: A review by CalOptima Health of an adverse benefit determination, which includes one of the following actions: 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; 2. A reduction, suspension, or termination of a previously authorized service; 3. A denial, in whole or in part, of payment for a service; 4. Failure to provide services in a timely manner; or 5. Failure to act within the timeframes provided in 42 CFR 438.408(b). OneCare: As defined at 42 CFR §422.561 and §423.560, the procedures that deal with the review of adverse initial determinations made by the plan on health care services or benefits under Part C or D the enrollee 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 enrollee) or on any amounts the enrollee must pay for a service or drug as defined in 42 CFR §422.566(b) and §423.566(b). These appeal procedures include a plan reconsideration or redetermination (also referred to as a level 1 appeal), a reconsideration by an independent review entity (IRE), adjudication by an Administrative Law Judge (ALJ) or attorney adjudicator, review by the Medicare Appeals Council (Council), and judicial review.
Authorized Representative	Medi-Cal: 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. OneCare: Has the meaning given to the term Personal Representative in section 164.502(g) of Title 45 of, Code of Federal Regulations. A person who has the authority under applicable law to make health care decisions on behalf of adults or emancipated minors, as well as parents, guardians or other persons acting in loco parentis who have the authority under applicable law to make health care decisions on behalf of unemancipated minors and as further described in CalOptima Health Policy HH.3009: Access by Member's Authorized Representative.

Term	Definition
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.
Contracted Provider	Medi-Cal: A Provider who is obligated by written contract to provide Covered Services to Members on behalf of CalOptima Health, its contracted Health Networks or Physician Groups. OneCare: 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.
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 of Medicare & Medicaid Services (CMS), Department of Health Care Services (DHCS), or designated representatives. First tier, downstream and related entities, 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 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, 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: 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);

Term	Definition
	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; 14. Childhood lead poisoning case management provided by county health departments; 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; 16. End of life services as stated in Health and Safety Code (H&S) section 443 et seq., and DHCS APL 16-006; and 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.

Term	Definition
	OneCare: Those medical services, equipment, or supplies that CalOptima Health is obligated to provide to Members under the Centers of Medicare & Medicaid Services (CMS) Contract.
Cultural and Linguistic Services	Services that promote equal access to health care services and are responsive to a Member's cultural and linguistic needs. These services include, but are not limited to: 1. Recruiting bilingual employees for appropriate positions whenever possible, and enhancing employees' bilingual skills and cultural sensitivity through employee development programs; 2. Providing twenty-four (24)-hour access to Interpreter services at Key Points of Contact for all Members; 3. Providing translations of informational materials in threshold languages, providing oral translation for other languages upon request or as needed, and providing information and materials to meet the needs of Members with sensory impairments; and 4. Referring Members to culturally and linguistically appropriate community services, as needed.
Cultural and Linguistic Services Work Plan	An annual work plan included in the PNA, which incorporates and reflect findings from the PNA Report and annual PNA Update. The Work Plan shall include implementation activities, timelines with milestones, responsible individuals, and the individual with overall responsibility.
Cultural Competency	The ability to actively apply knowledge of cultural behavior and linguistic issues when interacting with Members from diverse cultural and linguistic backgrounds. Essential elements of Cultural Competency include: 1. An unbiased attitude and organizational policy that values and respects cultural diversity and respect for the multifaceted nature and individuality of Members; 2. Awareness that culture and cultural beliefs may influence health and health care delivery; knowledge about, and respect for diverse attitudes, beliefs, behaviors, and practices about preventive health, illness and diseases, as well as differing communication patterns; 3. Recognition of the diversity among Members (e.g., religion, socioeconomic status, physical or mental ability, age, gender, sexual orientation, social and historical context, generational, and acculturation status); 4. Skills to communicate effectively with diverse Member populations and application of those skills in cross-cultural interactions to ensure equal access to quality health care; 5. Knowledge of disease prevalence in specific cultural populations, whether defined by race, ethnicity, socioeconomic status, physical or mental ability, gender, sexual orientation, age, or disability; 6. Programs and policies that address the health needs of diverse Member populations; and 7. Ongoing program and service delivery evaluation with regard to cultural and linguistic needs of Members.

Term	Definition
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.
Emergency Services	Medi-Cal: Inpatient and outpatient Covered Services that are furnished by a qualified Provider and needed to evaluate or stabilize an Emergency Medical Condition, as defined in 42 CFR section 438.114 and H&S section 1317.1(a)(1). OneCare: Those covered inpatient and outpatient services required that are: 1. Furnished by a physician qualified to furnish emergency services; and 2. Needed to evaluate or stabilize an Emergency Medical Condition.
Grievance	Medi-Cal: Any expression of dissatisfaction about any matter other than an Adverse Benefit Determination (ABD), and may include, but is not limited to the Quality of Care or services provided, aspects of 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. A complaint is the same as Grievance. An inquiry is a request for more information that does not include an expression of dissatisfaction. Inquiries may include, but are not limited to, questions pertaining to eligibility, benefits, or other CalOptima Health processes. If CalOptima Health is unable to distinguish between a Grievance and an inquiry, it must be considered a Grievance. 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.
Health Network	Medi-Cal: A Physician Hospital Consortium (PHC), physician group under a shared risk contract, health care service plan, such as a Health Maintenance Organization (HMO), Subcontractor, or First Tier Entity, that contracts with CalOptima Health to provide Covered Services to Members. OneCare: 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.
Key Points of Contact	Service sites for Members consisting of medical and non-medical points of contact. Medical points of contact may include face-to-face or telephone encounters with providers that provide medical or health care services and advice to Members, including pharmacists. Non-medical points of contact may include, but are not limited to, membership services, appointment services, or Member orientation meetings.
Member	A beneficiary enrolled in a CalOptima Health program.

Term	Definition
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.
Member Information	Documents that are vital, or critical to obtaining benefits or services, and includes, but is not limited to: the Member Handbook, Provider Directory, welcome packets, Marketing information, form letters including Notice Of Actions (NOA), notices related to Grievances or Appeals, including Grievance and Appeal acknowledgement and resolution letters, CalOptima Health's preventive health reminders, Member surveys, notices advising of the availability of free language assistance, and newsletters.
Population Needs Assessment (PNA)	Medi-Cal: A process for: 1. Identifying Member health needs and Health Disparities; 2. Evaluating health education, Cultural and Linguistic (C&L), delivery system transformation and Quality Improvement (QI) activities and other available resources to address identified health concerns; and 3. Implementing targeted strategies for health education, C&L, and QI programs and services. OneCare: An evaluation which identifies Member health status and behaviors, Member health education and cultural and linguistic needs, health disparities, and gaps in services related to these issues.
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, 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.
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.
Qualified Interpreter	An Interpreter who: 1) has a demonstrated proficiency in speaking and understanding both English and the language spoken by the limited English proficient (LEP) individual; 2) is able to interpret effectively, accurately, and impartially, both receptively and expressly, to and from the language spoken by the LEP individual and English, using any necessary specialized vocabulary, terminology, and phraseology; and 3) adhere to generally accepted interpreter ethics principles, including client confidentiality.

Term	Definition
Quality Improvement Health Equity Committee (QIHEC)	A committee facilitated by CalOptima Health's medical director, or the medical director's designee, in collaboration with the Health Equity officer, that meets at least quarterly to direct all Quality Improvement and Health Equity Transformation Program (QIHETP) findings and required actions.
Threshold Languages	Medi-Cal: The non-English threshold and concentration standard languages in which Contractor is required to provide written translations of Member Information, as determined by DHCS. OneCare: A threshold language is defined by CMS as the native language of a group who compromises five percent (5%) or more of the people served by the CMS Program.
Urgent Care	Medi-Cal: Services required to prevent serious deterioration of health following the onset of an unforeseen condition or injury. OneCare: Services furnished to a Member who requires services to be furnished within twelve (12) hours in order to avoid the likely onset of an emergency medical condition.
Written Translation	The replacement of written text from one language into another.