



Policy: GG.1666
Title: **CalOptima Health Mobile Texting Program**
Department: Communications
Section: Not Applicable

CEO Approval: /s/ Michael Hunn 07/11/2024

Effective Date: 09/01/2022

Revised Date: 07/01/2024

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

I. PURPOSE

This policy describes the CalOptima Health Mobile Texting Program for Medi-Cal Members.

II. POLICY

A. The CalOptima Health Mobile Texting Program aims to strengthen communication outreach opportunities to Members through Mobile Health Interactive Text Messaging Services. CalOptima Health's Texting Program aims to achieve the following goals:

1. Member engagement communication pathway for the following, but not limited to: Member notifications, call to action for gaps in care, share of secure links to benefit information, health promotion, and emergency messaging;
2. Delivery of digital health rewards;
3. Promote healthy behaviors among Members (including preventative care visits, health rewards, and health information);
4. Facilitate behavior change;
5. Provide support through impactful media (including supporting statewide regulatory efforts);
6. Promote wellness and preventive care, including in support of Healthcare Effectiveness Data and Information Set (HEDIS) measures;
7. Improve clinical outcomes;
8. Encourage adherence to recommended care practices; and
9. Serve as an alternative or support to common modalities to Members including mail or telephone outreach.

B. The CalOptima Health Mobile Texting Program text messages are:

1. Conducted in compliance with the Telephone Consumer Protection Act (TCPA), the Health Insurance Portability and Accountability Act (HIPAA), and applicable regulatory and contractual requirements;
 2. Sent to Members only after CalOptima Health receives approval from the California Department of Health Care Services (DHCS) to implement a Text Message Campaign;
 3. Approved by a Qualified Health Educator (for general health education messages) in accordance with CalOptima Health Policy GG.1206: Readability and Suitability of Written Health Education Materials;
 4. Provided to Members at or below the sixth-grade reading level, in accordance with CalOptima Health Policy DD.2002: Cultural and Linguistic Services;
 5. Sent in the Member's preferred Threshold Language;
 6. Sent when CalOptima Health call center staff is available to support Member inquiries, but never between the hours of 9:00 p.m. and 8:00 a.m.;
 7. Not used to conduct any marketing outreach to non-members for the purpose of potential enrollment;
 8. Sent to Members for whom CalOptima Health has verified as eligible with the CalOptima Health Medi-Cal program based on the review of the monthly 834 file and from whom CalOptima Health has obtained consent as described in Section III.A. of this Policy. CalOptima Health may only send text messages to Members without evidence of consent when such automated texts messages are necessary to protect the health and safety of citizens pursuant to the TCPA "Emergency Purposes" exception; or
 - a. For text messages related to renewals, sent only to Members on the monthly 834 file with an HCP status of "05" and from whom CalOptima Health has obtained prior express consent as described in Section III.A. of this Policy; or
 - b. For "Healthcare Related" text messages per the exemption allowed by TCPA.
 9. Reviewed for compliance with Health Insurance Portability and Accountability Act (HIPAA), the HIPAA Security Rule, and CalOptima Health Policy HH.3011: Use and Disclosure of PHI for Treatment, Payment, and Health Care Operations. CalOptima Health shall not send messages that contain Protected Health Information (PHI) or Personal Identifying Information (PII).
- C. A Health Network shall submit all Member Health Education Materials, including Health Education Texting Campaigns, to the CalOptima Health, Health Education Department for readability and suitability review and DHCS approval prior to distribution to Members in accordance with this policy and CalOptima Health Policy GG.1206: Readability and Suitability of Written Health Education Materials.

III. PROCEDURE

- A. In compliance with TCPA guidelines, CalOptima Health shall obtain consent from a Member to participate (i.e., Member consent, release of information) in the CalOptima Health Mobile Texting Program as follows:

1. Implied consent through a Member providing a phone number to CalOptima Health through the application process for purposes closely related to enrollment including but not limited to eligibility, ongoing enrollment, healthcare information, preventive care in accordance with the Federal Communications Commission (FCC) Declaratory Ruling.
2. Written consent for Members mailed the mobile texting member consent form with pre-paid business reply envelope; or
3. Written consent for Members accessing CalOptima Health's Member portal or other digital opt-in message links including text and email and completion of communications preferences; or
4. Documented verbal consent for Members dialing into any CalOptima Health call center (Customer Service, Population Health Management, and Behavioral Health Integration); or
5. Documented consent from other texting campaigns via opt-in consent links provided through third party mobile texting provider that fall under the TCPA Exception Guidelines for Healthcare Providers or for the sole purpose of obtaining consent; or
6. Free To End User (FTEU) welcome message to Members on the monthly 834 file as described in Section III. C. of this policy.
7. CalOptima Health is not required to obtain prior express consent from a Member for texting campaigns that are for "Emergency Purposes" as defined by the TCPA.
 - a. "Emergency Purposes" includes calls made necessary in any situation affecting the health and safety of consumers. The "Emergency Purposes" exception is intended for "instances [that] pose significant risks to public health and safety, and [where] the use of prerecorded message calls could speed the dissemination of information regarding potentially hazardous conditions to the public."
 - b. The caller must be from a hospital, or be a health care provider, state or local health official, or other government official as well as a person under the express direction of such an organization and acting on its behalf. The content of the call must be solely informational.
 - c. In order to qualify for the emergency exemption, the caller must be from a hospital, or be a health care provider, state or local health official, or other government official, or as a person under the express direction of such an organization and acting on its behalf, and the message delivered must be informational only, made necessary by the situation affecting the health and safety of Members, and directly related to the imminent risk created by the situation affecting the health and safety of Members.
8. CalOptima Health is not required to obtain prior express consent from a Member for texting campaigns that are for "Healthcare Related" purposes as exempted by TCPA for healthcare providers defined by HIPAA and that meet the following guidelines:
 - a. Text messages must be sent only to the wireless telephone number provided by a Member.
 - b. Text messages must state the name and contact information of the healthcare provider.
 - c. CalOptima Health must not include any telemarketing, solicitation, or advertising; may not include accounting, billing, debt collection, or other financial content; must comply with HIPAA privacy rules; and are strictly limited to purposes for which there is exigency or that have a healthcare treatment purpose.

- d. Text message must be concise.
- e. CalOptima Health may initiate only one message per day, up to a maximum of three combined per week to a member.
- f. CalOptima Health must offer recipients an easy means to opt-out of future messages within each message as outlined in Section III.D of this policy.
- g. Must honor the opt-out requests immediately.

B. DHCS Texting Program and Texting Campaign Requirements

- 1. For a new Mobile Texting Program, CalOptima Health shall submit all required elements of the DHCS Texting Program & Campaign Submission Form as well as a signed Text Messaging Campaign Indemnification Agreement to DHCS for review and approval at least sixty (60) calendar days prior to the proposed start date of the CalOptima Health Mobile Texting Program (Attachment A).
- 2. For an additional individual Mobile Texting Campaign and upon approval by DHCS of the Texting Program, CalOptima Health shall complete only Section A and Section C of Attachment A as well as submit a signed Text Messaging Campaign Indemnification Agreement.

C. To protect data costs incurred by Members and to fully inform Members of such possible costs, Members will receive one (1) Free to End User (FTEU) message through a special short code to welcome them to the CalOptima Health Mobile Texting Program. This welcome message:

- 1. Is sent at no charge to the Member;
- 2. Informs the Members that message charges (depending on their data plan) may apply to future text messages; and
- 3. Notifies Members that they can opt-out of the program with a “STOP” reply to the welcome message at no charge to the Member. Once a Member replies “STOP,” a confirmation message will be sent out at no charge to the Member. If a Member does not reply “STOP,” the Member will continue to receive text messages from CalOptima Health.

D. Members may opt-out of the CalOptima Health Mobile Texting Program at any time by replying “STOP” or by contacting CalOptima Health Customer Service at 1-888-587-8088 Toll-free or 1-800-735-2929 TDD/TTY. The CalOptima Health Customer Service Department shall immediately update a Member’s record in the FACETS system upon a Member’s call requesting to opt-out.

- 1. For opt-out requests received by a third-party mobile texting vendor, the vendor shall indicate the phone number as an opt-out in the daily files submitted to CalOptima Health. CalOptima Health shall update the Member record in the FACETS systems the next business day and the Member will be removed from the CalOptima Health Mobile Texting Program until such time as the Member changes his or her consent status with CalOptima Health.
- 2. Prior to initiating a Mobile Texting Campaign, CalOptima Health shall validate identified Members’ phone numbers against FACETS systems for opt-out status. the CalOptima Health “Do Not Call” list.

- E. For Members who are minors, CalOptima Health will send text messages to the minor's parent(s), legal guardian, or other Personal Representative. To address custody/guardianship/parent situations, CalOptima Health will verify the appropriate Personal Representative using information available, including DHCS member eligibility files and Member-reported information.
- F. CalOptima Health shall document a Member's consent response to include the date consent is received from the Member in the FACETS system. Updates to a Member's consent status will be tracked and recorded in the FACETS system. CalOptima Health shall use the consent received for the most recent date to initiate a Mobile Texting Campaign to targeted populations.
- G. Any third-party vendor contract/business agreement used to conduct texting on behalf of CalOptima Health will be submitted to DHCS for approval. Vendor contract must adhere to DHCS policies, procedures, contract, and regulatory requirements.
- H. For ongoing texting campaigns, CalOptima Health shall submit outcome data for mobile texting campaigns on an annual basis to DHCS forty-five (45) calendar days from the annual anniversary of the initiation of the campaign. For programs that are time limited, CalOptima Health shall submit outcome data to DHCS six (6) months after a campaign ends.
- I. CalOptima Health and its Business Associates shall apply appropriate Sanctions against its Business Associates where there has been a violation of compliance with HIPAA, as amended, and the regulations promulgated thereunder, and/or CalOptima Health privacy and security policies up to, and including termination of contracts, as applicable and in accordance with CalOptima Health Policy HH.2002: Sanctions.

IV. ATTACHMENT(S)

- A. DHCS Texting Program & Campaign Submission Form / Text Messaging Campaign Indemnification Agreement (October 2020)

V. REFERENCE(S)

- A. CalOptima Health Contract with the Department of Health Care Services (DHCS) for Medi-Cal
- B. CalOptima Health Policy DD.2002: Cultural and Linguistic Services
- C. CalOptima Health Policy GG.1206: Readability and Suitability of Written Health Education Materials
- D. CalOptima Health Policy HH.2002: Sanctions
- E. CalOptima Health Policy HH.3011: Use and Disclosure of PHI for Treatment, Payment, and Health Care Operations. [*CalOptima Health shall not send messages that contain Protected Health Information (PHI) or Personal Identifying Information (PII)*]
- F. Department of Health Care Services (DHCS) All Plan Letter (APL) 18-016: Readability and Suitability of Written Health Education Material
- G. Title 45, Code of Federal Regulations (C.F.R.), Part 160 and Part 164 (subparts A and C)
- H. Telephone Consumer Protection Act
- I. Federal Communications Commission Declaratory Rule – January 23, 2023

VI. REGULATORY AGENCY APPROVAL(S)

Date	Regulatory Agency	Response
03/03/2021	Department of Health Care Services (DHCS)	Approved as Submitted

VII. BOARD ACTION(S)

Date	Meeting
09/01/2022	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	09/01/2022	GG.1666	CalOptima Health Mobile Texting Program	Medi-Cal
Revised	05/01/2023	GG.1666	CalOptima Health Mobile Texting Program	Medi-Cal
Revised	07/01/2024	GG.1666	CalOptima Health Mobile Texting Program	Medi-Cal

IX. GLOSSARY

Term	Definition
Business Associates	<p>Has the meaning given such term in Section 160.103 of Title 45, Code of Federal Regulations. A person or entity who:</p> <ol style="list-style-type: none"> 1. On behalf of such Covered Entity or of an organized health care arrangement (as defined in this section) in which the Covered Entity participates, but other than in the capacity of a Member of the Workforce of such Covered Entity or arrangement, creates, receives, maintains, or transmits protected health information for a function or activity regulated by this subchapter, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 CFR 3.20, billing, benefit management, practice management, and repricing; or 2. Provides, other than in the capacity of a Member of the Workforce of such Covered Entity, legal, actuarial, accounting, consulting, data aggregation (as defined in §164.501 of this subchapter), management, administrative, accreditation, or financial services to or for such Covered Entity, or to or for an organized health care arrangement in which the Covered Entity participates, where the provision of the service involves the Disclosure of protected health information from such Covered Entity or arrangement, or from another Business Associate of such Covered Entity or arrangement, to the person. <p>A Covered Entity may be a Business Associate of another Covered Entity.</p> <p>Business Associate includes:</p> <ol style="list-style-type: none"> 1. A Health Information Organization, E-prescribing Gateway, or other person that provides data transmission services with respect to protected health information to a Covered Entity and that requires access on a routine basis to such protected health information. 2. A person that offers a personal health record to one or more individuals on behalf of a Covered Entity. 3. A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the Business Associate.
Department of Health Care Services (DHCS)	<p>The single State Department responsible for administration of the Medi-Cal program, California Children's Services (CCS), Genetically Handicapped Persons Program (GHPP), Child Health and Disabilities Prevention (CHDP), and other health related programs.</p>
Downstream Entity	<p>Any party that enters into a written arrangement, acceptable to DHCS and/or CMS, with persons or entities involved with a CalOptima Health Program benefit, below the level of the arrangement between CalOptima Health and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.</p>

Term	Definition
Emergency Purposes	Calls made necessary in any situation affecting the health and safety of consumers. The caller must be from a hospital, or be a health care provider, state or local health official, or other government official as well as a person under the express direction of such an organization and acting on its behalf. The content of the call must be solely informational, made necessary by the situation affecting the health and safety of Members, and directly related to the imminent risk created by the situation affecting the health and safety of Members.
FDR	First Tier, Downstream or Related Entity, as separately defined herein.
First Tier Entity	Any party that enters into a written arrangement, acceptable to DHCS and/or CMS, with CalOptima Health to provide administrative services or health care services to a Member under a CalOptima Health Program.
Healthcare Effectiveness Data and Information Set (HEDIS)	A set of standardized performance measures designed to provide purchasers and consumers with relevant information on health plan performance and facilitate the comparison of managed care organizations. HEDIS is sponsored, supported, and maintained by the National Committee for Quality Assurance (NCQA).
Health Education Materials	Materials designed to assist Members to modify personal health behaviors, achieve and maintain healthy lifestyles, and promote positive health outcomes, includes updates on current health conditions, self-care, and management of health conditions. Topics may include messages about preventive care, health promotion, screenings, disease management, healthy living, and health communications.
Health Insurance Portability and Accountability Act (HIPAA)	The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, was enacted on August 21, 1996. Sections 261 through 264 of HIPAA require the Secretary of the U.S. Department of Health and Human Services (HHS) to publicize standards for the electronic exchange, privacy, and security of health information, and as subsequently amended.
Health Network	A Health Network is 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.
HIPAA Security Rule	National standards to protect individuals' electronic personal health information that is created, received, used, or maintained by a covered entity. The Security Rule requires appropriate administrative, physical, and technical safeguards to ensure the confidentiality, integrity, and security of electronic protected health information.
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.
Mobile Texting Campaign	Specific text message(s) aimed to address an identified objective (e.g., Preventive Care Reminders, New Member Orientation.).
Mobile Texting Program	Overall program design and infrastructure utilized to implement individual text messaging campaigns.
Personally Identifiable Information (PII)	Any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

Term	Definition
Personal Representative	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 <i>in loco parentis</i> 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, Use, and Disclosure of PHI to a Member's Personal Representative.
Protected Health Information (PHI)	Has the meaning 45 Code of Federal Regulations Section 160.103, including the following: individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. This information identifies the individual or there is reasonable basis to believe the information can be used to identify the individual. The information was created or received by CalOptima Health or Business Associates and relates to: <ol style="list-style-type: none"> 1. The past, present, or future physical or mental health or condition of a Member; 2. The provision of health care to a Member; or 3. Past, present, or future Payment for the provision of health care to a Member.
Qualified Health Educator	A qualified health educator is defined as a health educator with one (1) of the following qualifications: <ol style="list-style-type: none"> 1. Master of Public Health (MPH) degree with a health education or health promotion emphasis; 2. Master's degree in community health with a specialization in health education or health promotion; or 3. MCHES (Master Certified Health Education Specialist) awarded by the National Commission for Health Education Credentialing, Inc.
Related Entity	Any entity that is related to CalOptima Health by common ownership or control and that: performs some of CalOptima Health's management functions under contract or delegation; furnishes services to Members under an oral or written agreement; or leases real property or sells materials to CalOptima Health at a cost of more than \$2,500 during a contract period.
Sanction	An action taken by CalOptima Health, including, but not limited to, restrictions, limitations, monetary fines, termination, or a combination thereof, based on an FDR's or its agent's failure to comply with statutory, regulatory, contractual, and/or other requirements related to CalOptima Health Programs.
Threshold Languages	The non-English threshold and concentration standard languages in which Contractor is required to provide written translations of Member Information, as determined by DHCS.