



Policy: GG.1103  
Title: **Specialty Mental Health Services**  
Department: Medical Management  
Section: Behavioral Health Integration

CEO Approval: /s/ Michael Hunn 12/20/2024

Effective Date: 01/01/2004

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Applicable to:

- ☒ Medi-Cal
- ☒ OneCare
- ☐ PACE
- ☐ Administrative

## I. PURPOSE

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This policy defines the responsibility of CalOptima Health and Health Networks in the provision of Specialty Mental Health Services (SMHS) managed by the Orange County Health Care Agency (OCHCA). For Medi-Cal Members, OCHCA is responsible for SMHS as the county's Mental Health Plan (MHP) through the OCHCA Behavioral Health Services (BHS). For OneCare members, OCHCA is responsible for SMHS as the county behavioral health agency through OCHCA BHS.

## II. POLICY

- A. CalOptima Health and a Health Network shall not be responsible for the provision of SMHS to a Member and shall refer the Member to OCHCA for the provision of SMHS.
- B. The OCHCA shall provide Specialty Mental Health Services to a Member, in accordance with Title 9, California Code of Regulations (CCR), and the Memorandum of Understanding (MOU) between CalOptima Health and OCHCA .
- C. CalOptima Health or a Health Network shall coordinate and pay for all Medically Necessary physical health examinations, tests, and laboratory, radiological, and radioisotope services necessary for the diagnosis and treatment of a Member's mental health condition or related to the Member's use of psychotropic medications.
- D. CalOptima Health or a Health Network shall pay for pharmaceutical services and Physician administered drugs billed on a medical and/or institutional claim when administered in an outpatient setting and not otherwise excluded under the DHCS Contract for Medi-Cal Services.
- E. CalOptima Health shall or a Health Network shall pay for a Member's emergency, non-emergency medical transportation, or non-medical transportation (NMT) when necessary for the Member to access Specialty Mental Health Services, in accordance with CalOptima Health Policy GG.1505: Transportation: Emergency, Non-Emergency and Non-Medical, except when the Member is transported from an acute inpatient psychiatric facility to another acute inpatient psychiatric facility or other twenty-four (24) hour facility.
- F. CalOptima Health or a Health Network shall continue to provide Covered Services to a Member unrelated to the SMHS provided by the OCHCA. This includes psychiatric evaluation or neuropsychiatric testing that is a component of a medical or surgical procedure.

- G. CalOptima Health's Behavioral Health Integration Department shall assist in the coordination of services with OCHCA to ensure Members receive necessary behavioral health care.
- H. CalOptima Health or a Health Network shall be responsible for the provision of Emergency Services for a Member when such Emergency Services are not provided by a Specialty Mental Health Provider and do not result in the Member's admission to an acute inpatient psychiatric facility.
- I. OCHCA shall be responsible for the provision of a Member's Electroconvulsive Therapy (ECT) treatment plan.
- J. CalOptima Health or a Health Network shall be responsible for the provision of the following Covered Services to a Member in connection with outpatient ECT:
  - 1. Pre-ECT physical, blood labs, chest X-rays, electrocardiogram (EKG), spinal x-rays, brain Computerized Axial Tomography (CAT), and brain Magnetic Resonance Imaging (MRI);
  - 2. Anesthesia services at the time of the ECT;
  - 3. ECT procedure rooms;
  - 4. ECT recovery rooms; and
  - 5. ECT professional fees (i.e., psychiatrist).
    - a. For Medi-Cal, OCHCA shall be responsible.
    - b. For OneCare, CalOptima Health or a Health Network shall be responsible.
- K. CalOptima Health will submit service delivery dispute requests to the Department of Health Care Services (DHCS) when the dispute cannot be resolved at the local level with a Mental Health Plan (MHP) as guided by DHCS All Plan Letter (APL) 21-013: Dispute Resolution Process Between Mental Health Plans and Medi-Cal Managed Care Health Plans.

### **III. PROCEDURE**

- A. Acute inpatient mental health services
  - 1. OCHCA is responsible for the provision of the room and board or Specialty Mental Health Services of a Member admitted to an acute inpatient psychiatric facility.
  - 2. OCHCA is responsible for the provision of the medical transportation for a Member from one acute inpatient psychiatric facility to another acute inpatient psychiatric facility or other twenty-four (24) hour facility.
  - 3. OCHCA is responsible for the provision of the Emergency Services for a Member when the Emergency Services are provided by a Specialty Mental Health Provider or result in the Member's admission to an acute inpatient psychiatric facility.
  - 4. CalOptima Health or a Health Network shall be responsible for all Medically Necessary professional services to meet the physical health care needs of a Member who is admitted to the psychiatric ward of a general acute care hospital or a freestanding licensed psychiatric inpatient hospital.

## B. Referral for Specialty Mental Health Services (SMHS)

1. A Member can access SMHS on their own or may be referred by, but not limited to, a Member's Authorized Representative, a Member's Health Network, or a Member's Primary Care Practitioner (PCP) or medical provider to the OCHCA if they determine that the Member needs outpatient SMHS.
2. Members can be referred to OCHCA Drug Medi-Cal Organized Delivery System (DMC-ODS) for alcohol and drug use services and/or further assessment.
3. Members can be referred to OCHCA Children, Youth, and Prevention Services if the Member is less than twenty-one (21) years of age and the Member's PCP or medical provider determines or suspects that the Member is Seriously Emotionally Disturbed (SED) based on Welfare and Institutions Code, Section 5600.3(a)(2).
4. For those Members with a level of impairment that is mild to moderate, or the recommended treatment for adult and child Members does not meet the criteria for SMHS, CalOptima Health Behavioral Health Line staff can assist the Member with referral(s) to an appropriate Medi-Cal mental health Provider(s) within CalOptima Health's Provider Network.
  - a. CalOptima Health shall consult with the OCHCA as necessary to identify other appropriate community resources and to assist the Member locate available non-covered mental health services.
  - b. CalOptima Health shall coordinate referrals and transitions of care with OCHCA in accordance with GG.1900: Behavioral Health Services and MA.7020: Behavioral Health Services for OneCare Members.
5. CalOptima Health, a Member, a Member's Authorized Representative, a Member's Health Network, or a Member's PCP or other medical provider shall refer a Member to OCHCA's OCMHP Crisis Assessment Team (CAT) and/or police department for admission into an acute inpatient psychiatric facility if the Member, a Member's Authorized Representative, a Member's Health Network, or a Member's PCP determines, or suspects, that the Member:
  - a. Requires admission into an acute inpatient psychiatric facility;
  - b. Has Serious and Persistent Mental Illness (SPMI) and needs institutionally-based mental health services; or
  - c. Is SED, under twenty-one (21) years of age, and needs institutionally-based Specialty Mental Health Services.

## C. Electroconvulsive Therapy (ECT)

1. OCHCA shall notify CalOptima Health or a Member's Health Network if OCHCA has approved the Member for an outpatient ECT treatment plan.
2. OCHCA shall appoint a psychiatrist to coordinate the Member's ECT services with CalOptima Health or the Member's Health Network as follows:
  - a. The Member's psychiatrist shall verify the Member's eligibility and CalOptima Health or Health Network affiliation; and

- b. The Member's psychiatrist shall request prior authorization for medical services from CalOptima Health or the Member's Health Network.
- 3. For OneCare Members:
  - a. For ECT services rendered in inpatient settings, no separate authorization is required.
  - b. For ECT services rendered in outpatient settings, a prior authorization is required.
- D. Coordination of Care
  - 1. CalOptima Health or a Health Network shall help coordinate the physical healthcare for a Member receiving SMHS authorized by OCHCA, as needed.
  - 2. PCPs or other medical providers have the option to connect to a CalOptima Health Behavioral Health Line staff, who can assist providers with general care coordination needs, or connect provider to a CalOptima Health licensed clinician if complex coordination is required, including assistance with determination for level of care or transitions of care.
  - d. CalOptima Health and its Health Networks shall coordinate care for Members enrolled in Enhanced Care Management (ECM) and/or Community Supports under the California Advancing and Innovating Medi-Cal for All (CalAIM) initiative in accordance with CalOptima Health Policies GG.1353: CalAIM Enhanced Care Management Service Delivery, GG.1354: CalAIM Enhanced Care Management - Eligibility and Outreach, and GG.1355: CalAIM Community Supports, GG.1900: Behavioral Health Services, and MA.7020: Behavioral Health Services for OneCare Members.
- F. Exchange of Medical Records and/or Protected Health Information (PHI) between CalOptima Health or a Health Network Provider and a Specialty Mental Health Provider.
  - 1. A Member's Specialty Mental Health Provider shall request the Member's medical information for the purposes of medical and behavioral health care coordination pursuant to Title 9 of the California Code of Regulations (CCR), Section 1810.370(a)(3) and in compliance with applicable HIPAA and other State and federal privacy laws and in accordance with CalOptima Health's Policy GG.1603: Medical Records Maintenance.
    - a. CalOptima Health shall obtain written authorization from the Member prior to the Use or Disclosure of PHI for purposes other than Treatment, Payment, or Health Care Operations, unless otherwise permitted or required under the privacy standards, in accordance with CalOptima Health's Policy HH.3015: Member Authorization for the Use and Disclosure of Protected Health Information.
    - b. CalOptima Health shall maintain the privacy of PHI, in compliance with all federal and state laws when Using or Disclosing PHI for Treatment, Payment, and Health Care Operations, including the applying the Minimum Necessary standard, when applicable, in accordance with CalOptima Health's Policy HH.3011: Use and Disclosure of PHI for Treatment, Payment, and Health Care Operations.
    - c. A Member's Practitioner shall release the Member's medical information, in accordance with CalOptima Health's Policy GG.1603: Medical Records Maintenance.

- d. CalOptima Health or a Health Network shall direct any questions regarding the release of a Member's Medical Records to CalOptima Health's Privacy Department, his or her designee, or OCHCA custodian of records.

#### G. Dispute Resolution

1. After identifying a dispute, CalOptima Health and OCHCA shall attempt to resolve the dispute within fifteen (15) business days.
  - a. During the dispute resolution process, CalOptima Health and its Health Network shall ensure there is no delay in the provision of Medically Necessary Covered Services to the Member.
  - b. CalOptima Health and its Health Network shall ensure and is responsible for the provision of case management and care coordination for all Medically Necessary services a Member needs, including those services that are the subject of a dispute between an MCP and MHP.
    - i. CalOptima Health shall be responsible for ensuring that there is no duplication of SMHS.
2. In the event CalOptima Health and the OCHCA have a service delivery dispute that is unable to be resolved at the plan/local level, CalOptima Health or OCHCA shall submit the dispute to DHCS for resolution within three (3) business days after a failure to resolve the dispute. The timing of the resolution of the dispute by DHCS shall be determined as follows:
  - a. Routine: Within twenty (20) business days from the third business day after the notification date.
  - b. Expedited: In the event the routine dispute resolution process would result in serious jeopardy to the Member, DHCS will provide a decision no later than one (1) business day following DHCS' receipt of a request for resolution from both CalOptima Health and OCHCA and affirmation of the stated jeopardy to the Member.
3. Routine Dispute Resolution Process
  - a. Within three (3) business days after failure to resolve the dispute, CalOptima Health or OCHCA shall submit a written request for resolution to DHCS. If CalOptima Health submits the request for resolution, it shall be signed by the Chief Executive Officer (CEO) or their Designee.
  - b. The request for resolution shall include:
    - i. A summary of the disputed issue(s) and a statement of the desired remedies, including any disputed services that have been or are expected to be delivered to the Member by either CalOptima Health or OCHCA and the expected rate of payment for each type of service;
    - ii. A history of the attempts to resolve the issue(s) with OCHCA;
    - iii. Justification for the CalOptima Health's desired remedy; and
    - iv. Any additional documentation that CalOptima Health deems relevant to resolve the disputed issue(s), if applicable.

- c. The request for resolution must be submitted via secure email to [MCQMD@dhcs.ca.gov](mailto:MCQMD@dhcs.ca.gov).
  - d. If CalOptima Health submits the request for resolution to DHCS, DHCS will forward a copy of the request for resolution to the director of the OCHCA via secure email. This shall serve as the notification, and OCHCA's OCMHP will have three (3) business days from the receipt of the notification to submit a response to CalOptima Health's request for resolution and provide relevant documents to support OCHCA position.
  - e. If OCHCA submits a request for resolution to DHCS, DHCS will forward a copy of the request for resolution to CalOptima Health within three (3) business days of receipt. Upon receipt, CalOptima Health will have three (3) business days to provide a response, and any relevant documents to support CalOptima Health's position via secure email.
    - i. Should CalOptima Health fail to respond to said notification, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by OCHCA .
  - f. DHCS decision: Within twenty (20) business days from the third business day after the notification date, DHCS will communicate the final decision via secure email to the CalOptima Health's CEO or their Designee (if the Designee submitted the request for resolution) and the OCHCA director (or the OCHCA director's designee, if the designee submitted the request for resolution). DHCS' decision will state the reasons for the decision, the determination of rates of payment (if the rates of payment were disputed), and any actions CalOptima Health and OCHCA are required to take to implement the decision. Any such action required from either CalOptima Health or the OCHCA must be taken no later than the next business day following the date of the decision.
4. Expedited Dispute Resolution Process
- a. CalOptima Health and OCHCA may seek to enter into an expedited dispute resolution process if a Member has not received a disputed service(s) and CalOptima Health and/or OCHCA determine that the routine dispute resolution process timeframe would result in serious jeopardy to the Member's life, health, or ability to attain, maintain, or regain maximum function.
  - b. Under the expedited process, CalOptima Health and OCHCA will have one (1) business day after identification of a dispute to attempt to resolve the dispute at the plan level. Within one (1) business day after a failure to resolve the dispute in that timeframe, both CalOptima Health and OCHCA shall separately submit a request for resolution to DHCS that must include:
    - i. A summary of the disputed issue(s) and a statement of the desired remedies, including any disputed services that have been or are expected to be delivered to the Member by either CalOptima Health or OCHCA and the expected rate of payment for each type of service;
    - ii. A history of the attempts to resolve the issue(s) with OCHCA;
    - iii. Justification for the CalOptima Health's desired remedy;
    - iv. Any additional documentation that CalOptima Health deems relevant to resolve the disputed issue(s), if applicable; and
    - v. Affirmation of the stated jeopardy to the Member.

- c. If OCHCA fails to submit a request for resolution, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by CalOptima Health. Conversely, if CalOptima Health fails to submit a request for resolution of OCHCA provided documentation stating jeopardy to the Member, DHCS will render a decision on the disputed issue(s) no later than one (1) day upon receipt of the Request for Resolution.
  - i. DHCS shall provide a decision no later than one (1) business day following DHCS' receipt of request for resolution from CalOptima Health and OCHCA, and affirmation of the stated jeopardy to the Member.
- d. An expedited request for resolution shall be signed by CalOptima Health CEO or their Designee.
- e. The request for resolution must be submitted via secure email to [MCQMD@dhcs.ca.gov](mailto:MCQMD@dhcs.ca.gov).

5. Financial Liability

- a. If DHCS' decision includes a finding that CalOptima Health is financially liable to OCHCA for services, then CalOptima Health is required to comply with the requirements in Title 9, California Code of Regulations (CCR), section 1850.530.

**IV. ATTACHMENT(S)**

Not Applicable

**V. REFERENCE(S)**

- A. CalOptima Health Contract with Department of Health Care Services (DHCS) for Medi-Cal
- B. CalOptima Health and Orange County Health Care Agency (HCA) Memorandum of Understanding
- C. CalOptima Health Policy GG.1301: Comprehensive Care Management Process
- D. CalOptima Health Network Service Agreement
- E. CalOptima Health Policy GG.1353: CalAIM Enhanced Care Management Service Delivery
- F. CalOptima Health Policy GG.1354: CalAIM Enhanced Care Management - Eligibility and Outreach
- G. CalOptima Health Policy GG.1355: CalAIM Community Supports
- H. CalOptima Health Policy GG.1505: Transportation: Emergency, Non-Emergency and Non-Medical
- I. CalOptima Health Policy GG.1603: Medical Records Maintenance
- J. CalOptima Health Policy GG.1900: Behavioral Health Services
- K. CalOptima Health Policy HH.3011: Use and Disclosure of PHI for Treatment, Payment, and Health Care Operations
- L. CalOptima Health Policy HH.3015: Member Authorization for the Use and Disclosure of Protected Health Information
- M. Department of Health Care Services (DHCS) All Plan Letter (APL) 15-015: Physical Health Care Covered Services Provided for Members Who Are Admitted to Inpatient Psychiatric Facilities
- N. Department of Health Care Services (DHCS) All Plan Letter (APL) 21-013: Dispute Resolution Process Between Mental Health Plans and Medi-Cal Managed Care Health Plans (Supersedes APL 15-007)
- O. Civil Code, §56.10 et. seq.
- P. Title 9, California Code of Regulations, Chapter 11. Medi-Cal Specialty Mental Health Services
- Q. Title 9, California Code of Regulations, §§1810.370(a)(3) and 1830.205
- R. Welfare and Institutions Code, §§14100.2, 5328 et. seq., and 5600.3(a)(2)

**VI. REGULATORY AGENCY APPROVAL(S)**

<b>Date</b>	<b>Regulatory Agency</b>	<b>Response</b>
05/10/2023	Department of Health Care Services (DHCS)	File and Use

## **VII. BOARD ACTION(S)**

None to Date

## **VIII. REVISION HISTORY**

<b>Version</b>	<b>Date</b>	<b>Policy</b>	<b>Policy Title</b>	<b>Program(s)</b>
Effective	01/01/2004	GG.1103	Mental Health Services	Medi-Cal
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## IX. GLOSSARY

Term	Definition
Authorized Representative	<p><u>Medi-Cal</u>: 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.</p> <p><u>OneCare</u>: An individual who is the Legal Representative or otherwise legally able to act on behalf of a Member, as the law of the State in which the beneficiary resides may allow, in order to execute an enrollment or disenrollment request; e.g., court appointed legal guardians, persons having durable power of attorney for health care decisions, or individuals authorized to make health care decisions under state surrogate consent laws, provided they have the authority to act for the beneficiary in this capacity. (Form CMS-1696 may not be used to appoint an Authorized Representative for the purposes of enrollment and disenrollment. This form is solely for use in the Claims Adjudication or Claim Appeals process, and does not provide broad legal authority to make another individual's healthcare decisions.)</p>
Covered Services	<p><u>Medi-Cal</u>: Those health care services, set forth in W&amp;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"> <li>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;</li> <li>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;</li> <li>3. Specialty Mental Health Services as specified in Exhibit A, Attachment III, Subsection 4.3.12 (Mental Health Services);</li> </ol>

Term	Definition
	<ol style="list-style-type: none"> <li>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);</li> <li>5. Fabrication of optical lenses except as specified in Exhibit A, Attachment III, Subsection 5.3.7 (Services for All Members);</li> <li>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);</li> <li>7. Dental services as specified in W&amp;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;</li> <li>8. Prayer or spiritual healing as specified in 22 CCR section 51312;</li> <li>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);</li> <li>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);</li> <li>11. Pediatric Day Health Care, except for Contractors providing Whole Child Model (WCM) services;</li> <li>12. State Supported Services;</li> <li>13. Targeted Case Management (TCM) services as set forth in 42 USC section 1396n(g), W&amp;I sections 14132.48 and 14021.3, 22 CCR sections 51185 and 51351, and as described in Exhibit A, Attachment III, Subsection 4.3.11 (Targeted Case Management Services). However, if Members less than 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;</li> <li>14. Childhood lead poisoning case management provided by county health departments;</li> <li>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;</li> <li>16. End of life services as stated in Health and Safety Code (H&amp;S) section 443 et seq., and DHCS APL 16-006; and</li> <li>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.</li> </ol>

<b>Term</b>	<b>Definition</b>
	<u>OneCare</u> : Those medical services, equipment, or supplies that CalOptima Health is obligated to provide to Members under the Centers of Medicare & Medicaid Services (CMS) Contract.
Emergency Services	<p><u>Medi-Cal</u>: 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&amp;S section 1317.1(a)(1).</p> <p><u>OneCare</u>: Those covered inpatient and outpatient services required that are:</p> <ol style="list-style-type: none"> <li>1. Furnished by a physician qualified to furnish emergency services; and</li> <li>2. Needed to evaluate or stabilize an Emergency Medical Condition.</li> </ol>
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.
Medical Record	<p><u>Medi-Cal</u>: The record of a Member's medical information including but not limited to, medical history, care or treatments received, test results, diagnoses, and prescribed medications.</p> <p><u>OneCare</u>: A medical record, health record, or medical chart in general is a systematic documentation of a single individual's medical history and care over time. The term 'Medical Record' is used both for the physical folder for each individual patient and for the body of information which comprises the total of each patient's health history. Medical records are intensely personal documents and there are many ethical and legal issues surrounding them such as the degree of third-party access and appropriate storage and disposal.</p>

<b>Term</b>	<b>Definition</b>
Medically Necessary or Medical Necessity	<p><u>Medi-Cal</u>: Reasonable and necessary Covered Services to protect life, to prevent significant illness or significant disability, or alleviate severe pain through the diagnosis or treatment of disease, illness, or injury, as required under W&amp;I Code 14059.5(a) and Title 22 CCR Section 51303(a). Medically Necessary services shall include Covered Services necessary to achieve age-appropriate growth and development, and attain, maintain, or regain functional capacity.</p> <p>For Members under 21 years of age, a service is Medically Necessary if it meets the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) standard of Medical Necessity set forth in Section 1396d(r)(5) of Title 42 of the United States Code, as required by W&amp;I Code 14059.5(b) and W&amp;I Code Section 14132(v). Without limitation, Medically Necessary services for Members under 21 years of age include Covered Services necessary to achieve or maintain age-appropriate growth and development, attain, regain or maintain functional capacity, or improve, support or maintain the Member's current health condition. CalOptima Health shall determine Medical Necessity on a case-by-case basis, taking into account the individual needs of the child.</p> <p><u>OneCare</u>: Reasonable and necessary medical services to protect life, to prevent significant illness or significant disability, or alleviate severe pain through the diagnosis or treatment of disease, illness, or injury, as required under W&amp;I Code 14059.5(a) and Title 22 CCR Section 51303(a). Medically Necessary services includes Medi-Cal Services necessary to achieve age-appropriate growth and development, and attain, maintain, or regain functional capacity.</p>
Member	A beneficiary enrolled in a CalOptima Health program.
Protected Health Information (PHI)	<p>Has the meaning in 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.</p> <p>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:</p> <ol style="list-style-type: none"> <li>1. The past, present, or future physical or mental health or condition of a Member;</li> <li>2. The provision of health care to a Member; or</li> <li>3. Past, present, or future Payment for the provision of health care to a Member.</li> </ol>
Specialty Mental Health Provider	A person or entity who is licensed, certified or otherwise recognized or authorized under State law governing the healing arts and who meets the standards for participation in the Medi-Cal program to provide Specialty Mental Health Services.
Specialty Mental Health Services	<ol style="list-style-type: none"> <li>1. A Medi-Cal covered mental health service provided or arranged by county mental health plans for Members in their counties that need Medically Necessary specialty mental health services.</li> </ol>