



Policy: GG.1317
Title: **Response to Disruptive and Threatening Behavior by Members**
Department: Medical Management
Section: Case Management

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

Effective Date: 04/01/2005

Revised Date: 12/01/2024

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

I. PURPOSE

This policy outlines CalOptima Health and its Health Networks' process for responding to disruptive and threatening behavior by a Member.

II. POLICY

- A. CalOptima Health and its Health Networks shall take appropriate action in response to disruptive or threatening behavior by a Member consistent with the terms and conditions of this policy.
- B. Disruptive behavior consists of intimidating, hostile, or harassing behavior, or any other behavior that disrupts CalOptima Health's or a Health Network's course of business. This may include, but is not limited to the following:
 - 1. Verbal abuse such as outbursts, yelling, swearing, or cursing directed at a CalOptima Health or a Health Network employee, subcontractor, or agent;
 - 2. Harassing or intimidating behavior including, telephone calls, letters, or other forms of written or electronic communications directed at a CalOptima Health or a Health Network employee, subcontractor, or agent.
- C. Threatening behavior consists of a Credible Threat of Violence or the manifestation of violence or harm to oneself, another individual, or CalOptima Health or Health Network property. This may include, but is not limited to the following:
 - 1. Unlawful violence;
 - 2. Intentional destruction or threat of destruction of property owned, operated, or controlled by CalOptima Health or a Health Network;
 - 3. Harassing surveillance, also known as "stalking," which is the willful, malicious, and repeated following of a CalOptima Health or a Health Network employee, agent, or subcontractor;
 - 4. Threatening telephone calls, letters, or other forms of written or electronic communications directed at a CalOptima Health or a Health Network employee, agent, or subcontractor;

5. Making a Credible Threat of Violence, considered as a knowing and willful statement or course of conduct that would place a reasonable person in fear for their safety, or the safety of others; and
 6. Unauthorized possession or inappropriate use of a firearm, weapon, or any other dangerous device on CalOptima Health or Health Network premises.
- D. In response to disruptive or threatening behavior, CalOptima Health and its Health Networks shall:
1. Take action commensurate with the nature and severity of the behavior;
 2. Attempt to identify any medical condition that may contribute to the behavior to ensure the appropriate medical interventions occur; and
 3. Document and consider repeated instances to establish a pattern of behavior that may warrant additional interventions.
- E. In response to a direct threat to CalOptima Health or a Health Network's premises, CalOptima Health or the Health Network shall take any and all action necessary to ensure the safety of employees, agents, subcontractors, and other Members.
- F. CalOptima Health or its Health Networks may restrict communications with a Member to written communications due to disruptive or threatening behavior.
- G. CalOptima Health and its Health Networks shall refer a Member who displays threatening behavior, as defined in Section II.C. of this policy that violates local, state, or federal law to the appropriate law enforcement agency.
- H. This policy does not replace or affect CalOptima Health's Member Grievance process as described in CalOptima Health Policies HH.1102: Member Grievance and MA.9002: Enrollee Grievance Process.

III. PROCEDURE

A. Response to Disruptive Behavior

1. A CalOptima Health or its Health Network employee, who encounters disruptive behavior by a Member, as defined in Section II.B. of this policy, shall attempt to resolve the situation.
 - a. If the Disruptive Behavior continues during the encounter, the employee shall refer the Member to their immediate supervisor, or Designee.
 - b. The supervisor, or Designee, shall:
 - i. Attempt to resolve the situation with the Member; and
 - ii. Document the incident in the appropriate system for tracking.
 - c. If the disruptive behavior continues, the supervisor shall refer the Member to a department manager who shall take the necessary actions to address the issue.

2. If the Member's behavior escalates to threatening behavior, a CalOptima Health or its Health Network's employee shall respond to such behavior, in accordance with Section III.D. of this policy.

B. Response to Threatening Behavior

1. In the case of imminent threat or danger, a CalOptima Health or its Health Network's employee shall call 9-1-1 and immediately notify their immediate supervisor, or Designee.
 - a. Threat to Self: An employee who encounters a Member threatening him or herself shall follow the specific process for the Health Network, and for CalOptima Health notify the CalOptima Health's Suicide Task Force, in accordance with CalOptima Health's Suicide Task Force Guidelines and:
 - i. Immediately notify the appropriate authorities; and
 - ii. Refer the Member for Case Management, if appropriate.
 - b. Threat to Others: An employee who encounters a Member threatening the premises, a staff Member, or other individuals shall immediately notify their supervisor. The immediate supervisor, or Designee, shall notify the appropriate director or their Designee. The director, or their Designee, shall:
 - i. Notify staff such as security and reception, as necessary;
 - ii. Notify the appropriate authorities, as necessary;
 - iii. Document the incident in the appropriate system;
 - iv. Refer the Member for Case Management, if appropriate; and
 - v. Notify the appropriate legal counsel.

C. Case Management

1. Upon receipt of a referral for Case Management, the Case Management Department shall perform an initial Triage assessment. The initial Triage may include, but is not limited to, review of medical history and contact with the Member's Primary Care Provider (PCP) or Behavioral Health Specialist.
2. If possible, attempt to rule out any medical or behavioral health conditions that may contribute to disruptive or threatening behavior. Such attempt may entail conducting a complete medical examination or evaluation, and
3. If possible, attempt to coordinate a care plan, in conjunction with the Member, utilizing the Health Network or CalOptima Health's case management program. The care plan may include, but is not limited to, referral to CalOptima Health's Managed Behavioral HealthCare Organization, Orange County Specialty mental health services, appropriate educational classes (e.g., substance abuse, anger management), change of Provider or service site, or other appropriate services

D. Other Actions:

1. If a CalOptima Health or its Health Network's employee, subcontractor, Provider, or agent claims to be a victim of threatening behavior from a Member that can be reasonably construed to be carried out, CalOptima Health or its Health Network shall follow their internal referral process for escalation.
2. CalOptima Health and its Health Networks shall continue to provide Covered Services to the Member as appropriate.

IV. ATTACHMENT(S)

Not Applicable

V. REFERENCE(S)

- A. CalOptima Health Contract with the Centers for Medicare & Medicaid Services (CMS) for Medicare Advantage
- B. CalOptima Health Contract with the Department of Health Care Services (DHCS) for Medi-Cal
- C. CalOptima Health Network Service Agreement
- D. CalOptima Health Policy DD.2001: Member Rights and Responsibilities
- E. CalOptima Health Policy GG.1301: Comprehensive Care Management Process
- F. CalOptima Health Policy HH.1102: Member Grievance
- G. CalOptima Health Policy MA.9002: Enrollee Grievance Process
- H. California Civil Procedures Code, §527.8
- I. Title 42, Code of Federal Regulations (C.F.R.), §438.56(b)

VI. REGULATORY AGENCY APPROVAL(S)

Date	Regulatory Agency	Response
12/31/2004	Department of Health Care Services (DHCS)	Approved as Submitted
02/03/2010	Department of Health Care Services (DHCS)	Approved as Submitted
08/14/2023	Department of Health Care Services (DHCS)	File and Use

VII. BOARD ACTION(S)

None to Date

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	04/01/2005	GG.1317	Disruptive Behavior by Members	Medi-Cal
Revised	02/01/2010	GG.1317	Response to Disruptive and Threatening Behavior by Members	Medi-Cal
Revised	04/01/2012	GG.1317	Response to Disruptive and Threatening Behavior by Members	Medi-Cal
Revised	11/01/2015	GG.1317	Response to Disruptive and Threatening Behavior by Members	Medi-Cal OneCare OneCare Connect
Revised	09/01/2016	GG.1317	Response to Disruptive and Threatening Behavior by Members	Medi-Cal OneCare OneCare Connect

Action	Date	Policy	Policy Title	Program(s)
Revised	01/01/2018	GG.1317	Response to Disruptive and Threatening Behavior by Members	Medi-Cal OneCare OneCare Connect
Revised	02/01/2020	GG.1317	Response to Disruptive and Threatening Behavior by Members	Medi-Cal OneCare OneCare Connect
Revised	09/01/2021	GG.1317	Response to Disruptive and Threatening Behavior by Members	Medi-Cal OneCare OneCare Connect
Revised	08/01/2023	GG.1317	Response to Disruptive and Threatening Behavior by Members	Medi-Cal OneCare
Revised	12/01/2024	GG.1317	Response to Disruptive and Threatening Behavior by Members	Medi-Cal OneCare

IX. GLOSSARY

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.
Case Management	<p><u>Medi-Cal</u>: A systematic approach to coordination of care for a Member with special needs and/or complex medical conditions that includes the elements of assessment, care planning, intervention monitoring, and documentation.</p> <p><u>OneCare</u>: A collaborative process of assessment, planning, facilitation, and advocacy for options and services to meet a Member's health needs through communication and available resources to promote quality cost-effective outcomes.</p>

Covered Services	<p><u>Medi-Cal</u>: Those health care services, set forth in W&I sections 14000 et seq. and 14131 et seq., 22 CCR section 51301 et seq., 17 CCR section 6800 et seq., the Medi-Cal Provider Manual, the California Medicaid State Plan, the California Section 1115 Medicaid Demonstration Project, the contract with DHCS for Medi-Cal, and DHCS APLs that are made the responsibility of CalOptima Health pursuant to the California Section 1915(b) Medicaid Waiver authorizing the Medi-Cal managed care program or other federally approved managed care authorities maintained by DHCS.</p> <p>Covered Services do not include:</p> <ol style="list-style-type: none"> 1. Home and Community-Based Services (HCBS) program as specified in the DHCS contract for Medi-Cal Exhibit A, Attachment III, Subsections 4.3.15 (Services for Persons with Developmental Disabilities), 4.3.20 (Home and Community-Based Services Programs) regarding waiver programs, 4.3.21 (In-Home Supportive Services), and Department of Developmental Services (DDS) Administered Medicaid Home and Community-Based Services Waiver. HCBS programs do not include services that are available as an Early and Periodic Screening, Diagnosis and Treatment (EPSDT) service, as described in 22 CCR sections 51184, 51340 and 51340.1. EPSDT services are covered under the DHCS contract for Medi-Cal, as specified in Exhibit A, Attachment III, Subsection 4.3.11 (Targeted Case Management Services), Subsection F4 regarding services for Members less than twenty-one (21) years of age. CalOptima Health is financially responsible for the payment of all EPSDT services; 2. California Children's Services (CCS) as specified in Exhibit A, Attachment III, Subsection 4.3.14 (California Children's Services), except for Contractors providing Whole Child Model (WCM) services; 3. Specialty Mental Health Services as specified in Exhibit A, Attachment III, Subsection 4.3.12 (Mental Health Services); 4. Alcohol and SUD treatment services, and outpatient heroin and other opioid detoxification, except for medications for addiction treatment as specified in Exhibit A, Attachment III, Subsection 4.3.13 (Alcohol and Substance Use Disorder Treatment Services); 5. Fabrication of optical lenses except as specified in Exhibit A, Attachment III, Subsection 5.3.7 (Services for All Members); 6. Direct Observed Therapy for Treatment of Tuberculosis (TB) as specified in Exhibit A, Attachment III, Subsection 4.3.18 (Direct Observed Therapy for Treatment of Tuberculosis); 7. Dental services as specified in W&I sections 14131.10, 14132(h), 14132.22, 14132.23, and 14132.88, and EPSDT dental services as described in 22 CCR section 51340.1(b). However, CalOptima Health is responsible for all Covered Services as specified in Exhibit A, Attachment III, Subsection 4.3.17 (Dental) regarding dental services; 8. Prayer or spiritual healing as specified in 22 CCR section 51312; 9. Educationally Necessary Behavioral Health Services that are covered by a Local Education Agency (LEA) and provided pursuant to a Member's Individualized Education Plan (IEP) as set forth in Education Code section 56340 et seq., Individualized Family Service Plan (IFSP) as set forth in California Government Code (GC) section 95020, or Individualized Health and Support Plan (IHSP). However, CalOptima Health is responsible for all Medically Necessary Behavioral Health
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Term	Definition
	<p>Services as specified in Exhibit A, Attachment III Subsection 4.3.16 (School-Based Services);</p> <ol style="list-style-type: none"> 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. <p><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.</p>
Credible Threat of Violence	A knowing and willful statement or course of conduct that would place a reasonable person in fear for their safety or the safety of others and that serves no legitimate purpose.
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.
Designee	A person selected or designated to carry out a duty or role. The assigned Designee is required to be in management or hold the appropriate qualifications or certifications related to the duty or role.
Health Network	For purposes of this policy, a Physician Hospital Consortium (PHC), Physician Medical Group (PMG), physician group under a shared risk contract, or health care service plan, such as a Health Maintenance Organization (HMO) that contracts with CalOptima Health to provide Covered Services to Members assigned to that Health Network.
Member	A beneficiary enrolled in a CalOptima Health program.

Term	Definition
Primary Care Provider (PCP)	A person responsible for supervising, coordinating, and providing initial and Primary Care to Members; for initiating referrals; and for maintaining the continuity of patient care. A PCP may be a Primary Care Physician or Non-Physician Medical Practitioner.
Provider	<p><u>Medi-Cal</u>: 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.</p> <p><u>OneCare</u>: 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.</p>
Triage	The evaluation of a Member's health by a doctor or nurse who is trained to screen for the purpose of determining the urgency of the Member's need for care.