Policy:	GG.1652
Title:	**DHCS Notification of Change in the Availability or Location of Covered Services**
Department:	Medical Management
Section:	Quality Improvement
CEO Approval:	*/s/ Michael Hunn 12/20/2024*
Effective Date:	03/01/2018
Revised Date:	12/01/2024
Applicable to:	☒ Medi-Cal ☐ OneCare ☐ PACE ☐ Administrative

I. PURPOSE

This Policy describes the process by which CalOptima Health notifies the Department of Health Care Services (DHCS) of any significant change in the availability of Network Providers or location of Covered Services applicable to the CalOptima Health Community Network (CHCN) and/or a Health Network(s) whether based on the end of a CalOptima Health subcontracted provider relationship, DHCS-initiated provider suspensions, terminations, or other actions and/or provider cessation of operations.

II. POLICY

A. CalOptima Health or a Health Network shall ensure that Members are notified in writing of any changes in the availability of Network Providers or location of Covered Services, of any termination of a Network Provider, Subcontractor, or Downstream Subcontractor, or any other changes in information listed in 42 CFR, Section 438.10(f), either thirty (30) calendar days prior to the effective date of the contract termination or at least fifteen (15) calendar days after receipt of issuance of the termination notice, whichever is longer, unless directed by DHCS. The notification must be provided to each Member who received primary care from, or was seen on a regular basis by, the terminated Network Provider. This notification must also be submitted to DHCS in writing for approval before its release.

B. CalOptima Health or a Health Network shall ensure that Members are notified in writing in a timely manner of any significant changes in the availability of Network Providers or location of Covered Services as described in CalOptima Health Policy DD.2012: Member Notification of Change in the Availability or Location of Covered Services.

C. CalOptima Health shall notify DHCS prior to any substantial change in the availability of Network Providers or location of Covered Services, including, but not limited to, any proposal to reduce or change the hours, days or location at which the services are available, applicable to CHCN and/or a Health Network(s) whether based on the end of a CalOptima Health subcontracted provider relationship, DHCS-initiated provider suspensions, terminations or other actions, and/or provider cessation of operations or a termination deemed of Significant Impact, at least sixty (60) calendar days prior to the expected date of termination or immediately upon learning of the termination from the Network Provider/Subcontractor. In the event of an emergency or other unforeseeable circumstance, CalOptima Health shall notify DHCS of the change in availability or location of services as expeditiously as possible.

D. CalOptima Health shall provide notification to DHCS in accordance with CalOptima Health Policy HH.2021 Exclusion & Preclusion Monitoring of learning of a Network Provider's exclusionary status from any database or list included in DHCS All Plan Letter (APL) 21-003: Medi-Cal Network Provider and Subcontractor Terminations or subsequent revisions.

E. CalOptima Health shall notify DHCS when it is unable to contract with a certified CBAS Provider or upon termination of a CBAS Network Provider Agreement. If CalOptima Health and the CBAS Provider cannot come to an agreement on terms, CalOptima Health must notify DHCS within five (5) Working Days of Contractor's decision to exclude the CBAS Provider from its Network. DHCS may attempt to resolve the contracting issue when appropriate.

F. CalOptima Health shall notify DHCS within sixty (60) calendar days of termination of a LTC Network Provider or immediately if the termination is a result of the LTC Network Provider having been decertified by CDPH. DHCS will attempt to resolve the contracting issue when appropriate. If termination of a LTC Network Provider Agreement is for a cause related to Quality of Care or patient safety concerns, CalOptima Health may expedite termination of the LTC Network Provider Agreement and transfer Members to an appropriate, contracted LTC Network Provider in an expeditious manner. CalOptima Health will notify DHCS of the termination within seventy-two (72) hours of said termination. CalOptima Health must not continue to assign or refer Members to a LTC Network Provider during the sixty (60) calendar days between notifying DHCS and the termination effective date.

G. CalOptima Health shall submit the written Member notice as well as a description of how CalOptima Health intends to provide Covered Services to affected Members in accordance with this Policy and CalOptima Health Policy DD.2012: Member Notification of Change in the Availability or Location of Covered Services.

H. A Health Network shall notify CalOptima Health of a proposed termination that requires approval from DHCS, in accordance with this Policy.

I. DHCS will notify CalOptima Health of any Medi-Cal providers that have been suspended, terminated, or decertified from participating in the Medi-Cal program. CalOptima Health or a Health Network shall take action pursuant to Section III.G. of this Policy.

    1. In the case of an immediate closure by the California Department of Public Health (CDPH), CDPH is responsible for the transition of affected Members. CalOptima Health or a Health Network shall track the transition of these Members and coordinate care, as needed.

    2. CalOptima Health shall not consult, contract, or maintain a contract with any Network Provider or Subcontractor who is excluded from participating in the Medi-Cal program.

J. CalOptima Health may extend the notification period of thirty (30) calendar days if it deems it to be in the best interest of the Member, CalOptima Health or a Health Network.

K. CalOptima Health shall report contract terminations resulting from adverse actions to DHCS within ten (10) calendar days, in accordance with CalOptima Health Policy GG.1607: Monitoring Adverse Actions.

L. CalOptima Health or a Health Network shall ensure continuity of care as required by federal and state law, in accordance with CalOptima Health Policy GG.1304: Continuity of Care during a Health Network or Practitioner Termination.

1. CalOptima Health will not authorize continuity of care if the Network Provider was terminated for exclusionary reasons related to a medical disciplinary action, fraud, abuse, or other conduct that prohibits the Network Provider from participating in the Medi-Cal program.

M. Contracted Network Providers or Subcontractors placed on payment suspension will not receive reimbursement for services provided to Members until the payment suspension has been lifted in accordance with CalOptima Health Policy FF.2001: Claims Processing for Covered Services for which CalOptima Health is Financially Responsible. The provider may not seek payment from the Member.

1. Contracted Network Providers or Subcontractors may be suspended or excluded from participation in the Medi-Cal program when an individual or entity has:

a. Been convicted of a felony;

b. Been convicted of a misdemeanor involving fraud, abuse of the Medi-Cal program or any patient, or otherwise substantially related to the qualifications, functions or duties of a provider of service;

c. Been suspended from the federal Medicare or Medicaid programs for any reason; or

d. Lost or surrendered a license, certificate, or approval to provide health care.

III. PROCEDURE

A. Contracted Network Provider terminations

1. CalOptima Health shall submit the written Member notice as well as a description of how CalOptima Health intends to provide Covered Services to affected Members at least sixty (60) calendar days prior to the expected date of termination to DHCS for review and approval in accordance with this Policy and CalOptima Health Policy DD.2012: Member Notification of Change in the Availability or Location of Covered Services. CalOptima Health shall also provide notice to all affected directly contracted Network Providers of the contract termination, as applicable.

B. Contracted Health Network, Independent Practice Association (IPA), and Medical Group Terminations

1. CalOptima Health shall submit the written Member notice as well as a description of how CalOptima Health or a Health Network intends to provide Covered Services to affected Members at least sixty (60) calendar days prior to the expected date of termination to DHCS for review and approval in accordance with this Policy and CalOptima Health Policy DD.2012: Member Notification of Change in the Availability or Location of Covered Services. CalOptima Health shall also provide notice to all affected directly contracted Network Providers of the contract termination, as applicable.

C. Contracted Hospital Terminations

1. CalOptima Health shall submit the written Member notice as well as a description of how CalOptima Health or a Health Network intends to provide Covered Services to affected Members at least ninety (90) calendar days prior to the expected date of termination to DHCS for review and approval in accordance this Policy and CalOptima Health Policy DD.2012: Member Notification of Change in the Availability or Location of Covered Services. CalOptima

Health shall also provide notice to all affected directly contracted Network Providers of the contract termination, as applicable.

D. Health Network Notification to CalOptima Health

1. A Health Network shall notify the CalOptima Health Network Relations Department of a change in the availability or location of Covered Services, a termination of a Contracted Provider, Primary Care Provider (PCP), Community Health Center, contracted Health Network, IPA, medical group or Contracted Hospital contract; or any other significant changes in information, at least ninety (90) calendar days prior to the termination and in accordance with CalOptima Health Policies DD.2012: Member Notification of Change in the Availability or Location of Covered Services, EE.1101: Additions, Changes, and Terminations to CalOptima Health Provider Information, CalOptima Health Provider Directory, and Web-based Directory, and this Policy.

2. Concurrently with the Member notice as required by CalOptima Health Policy DD.2012: Member Notification of Change in the Availability or Location of Covered Services, a Health Network shall submit a description or transition plan to include the detail as provided in Section III.F. of this Policy of how the Health Network intends to provide Covered Services to affected Members to the CalOptima Health Network Relations Department for review in advance of the change or contract termination as follows:

   a. For Contracted Provider, PCP, Community Health Center, IPA or medical group terminations, the required written narrative or transition plan must be submitted at least ninety (90) calendar days prior to the expected date of termination; and

   b. For Contracted Hospital terminations, the required written narrative or transition plan must be submitted at least at least ninety (90) calendar days prior to the expected date of termination.

   c. The CalOptima Health Network Relations Department shall submit the narrative written description or transition plan along with the Member written notice to the CalOptima Health Regulatory Affairs & Compliance Department for submission to DHCS at least sixty-five (65) calendar days prior to the termination of the contract. Upon receipt of the response from DHCS, the CalOptima Health Regulatory Affairs & Compliance Department shall notify the CalOptima Health Network Relations Department.

3. A Health Network shall also provide notice to all affected directly contracted Network Providers of the contract termination, as applicable.

E. The CalOptima Health Contracting Department, Case Management Department, Quality Improvement Department or Provider Relations Department shall notify the CalOptima Health Customer Service Department of a change in the availability or location of Covered Services for CalOptima Health Direct Members, as applicable.

1. The CalOptima Health Case Management Department or Long Term Services and Supports Department shall identify affected Members and submit the narrative description or transition plan of how CalOptima Health intends to provide Covered Services to affected Members to the CalOptima Health Quality Improvement Department who shall provide the information to the Regulatory Affairs & Compliance Department for submission to DHCS in accordance with Section II.H. of this Policy.

F. Notification to DHCS

1. Terminations of a Contracted Provider, PCP, Community Health Center, Health Network, IPA, medical group, or Contracted Hospital that results in a substantial change in the availability or location of Covered Services:

    a. Contracted Network Provider terminations:

        i. CalOptima Health's Regulatory and Compliance Department or a Health Network shall provide a written narrative or transition plan to DHCS which shall include, at a minimum, the following:

            a) The name of the terminating Contracted Provider, Network Provider or Subcontractor;

            b) The reason for the termination;

            c) The proposed effective date of the contract termination;

            d) The date the Member notice will be mailed;

            e) The number of Members assigned to the terminating Contracted Provider;

            f) If applicable, a crosswalk showing the number of Members and the names of the Contracted Providers to which these Members are reassigned to retain contractual access;

            g) The number of Members who will be assigned to a Contracted Provider who is outside contractual access standards and cannot retain access through reassignment to another Contracted Provider who would meet contractual access standards;

            h) The number of Members who cannot be assigned to a new Network Provider with the required time and distance standards of thirty (30) minutes or ten (10) miles in accordance with CalOptima Health Policy GG.1600: Access and Availability Standards;

            i) The number of Members receiving ongoing care who must be transitioned to another Contracted Provider; and

            j) The description of administrative actions, which includes notifying Customer Service about the contract termination, removing the terminated Contracted Provider, Network Provider from the auto-assignment system, and ceasing payments for terminated or suspended Contracted Providers, Network Providers and/or Subcontractors.

    b. Contracted Health Network, IPA, or medical group terminations:

        i. CalOptima Health's Regulatory Affairs & Compliance Department shall provide a written narrative or transition plan to DHCS which shall include, at a minimum, the following:

            a) The name of the terminating Network Provider or Subcontractor

b) The reason for the termination;

c) The proposed effective date of the contract termination;

d) The date the Member notice will be mailed;

e) The number of Members assigned to the terminating Health Networks, IPAs or medical groups;

f) If applicable, a crosswalk showing the number of Members and the names of the Network Providers to which these Members are reassigned in order to retain contractual access;

g) The number of Members who will be assigned to a network provider who is outside contractual access standards and cannot retain access through reassignment to another Network Provider who would meet contractual access standards;

h) The number of Members who cannot be assigned to a new Network Provider with the required time and distance standards of thirty (30) minutes or ten (10) miles in accordance with CalOptima Health Policy GG.1600: Access and Availability Standards;

i) The number of Members receiving ongoing care who must be transitioned to another Network Provider; and

j) The description of administrative actions, which includes notifying Customer Service about the contract termination, removing the terminated Contracted Provider, or Network Provider from the auto-assignment system, and ceasing payments for terminated or suspended Network Providers or Subcontractors.

c. CalOptima Health Contracted Hospital terminations:

i. CalOptima Health's Regulatory Affairs & Compliance Department or a Health Network shall provide a written narrative or transition plan to DHCS which shall include, at a minimum, the following:

a) The name of the terminating CalOptima Health Contracted Hospital;

b) The proposed effective date of the contract termination;

c) The number of Members who will need to change PCPs due to the terminating hospital having a primary care clinic, or having a PCP with admitting privileges only at the terminating hospital;

d) The number of Members who do not need to change PCPs, but will rely on hospitalists to access hospital services;

e) The number of Members who will need to change PCPs due to the terminating hospital having a primary care clinic or having a PCP with admitting privileges only at the terminating hospital and in accordance with CalOptima Health Policy GG.1600: Access and Availability Standards;

f) The number of Members who must change specialists due to the termination;

g) The number of Members who must change specialists due to the termination the terminating hospital having a specialty clinic or group, or having specialists with admitting privileges only at the terminating hospital;

h) If applicable, a list of specialty services available at the terminating hospital that are not available at other hospitals within time or distance standards;

i) If applicable, a list of CalOptima Health Contracted Hospitals that CalOptima Health or it's Health Networks are contracted with or could contract with within time or distance standards of the terminating hospital.

G. In response to the discovery or final notice from DHCS or CDPH of a provider suspension, termination, or decertification:

1. The CalOptima Health Regulatory Affairs & Compliance Department shall immediately communicate the Network Provider suspension, termination, or decertification information to impacted departments, including Quality Improvement, Contracting, Provider Relations, Provider Data Management Services, Pharmacy, Utilization Management, Claims Administration, Long Term Services and Supports and Health Network Relations Departments. Within three (3) business days:

   a. The CalOptima Health Quality Improvement, Contracting and Provider Data Management Departments shall confirm whether this Network Provider is a CalOptima Health contracted and credentialed provider. If the Network Provider is CalOptima Health contracted, the Quality Improvement Department will issue a provider alert and notify Contracting and PDMS to initiate termination of contract.

   b. The Health Network Relations and Pharmacy shall notify all related Health Networks, Pharmacy Benefit Manager, contracted providers, and take action as described in Section III.F. of this Policy.

   c. The Long Term Services and Supports and Customer Service Departments shall communicate the notification to affected Members or the Member's guardian, conservator, or Authorized Representative in accordance with CalOptima Health Policy DD.2012: Member Notification of Change in the Availability or Location of Covered Services; and

   d. The CalOptima Health Claims Administration Department or a Health Network shall ensure the provider receives no payment for Medi-Cal services provided on or after the effective date of the action.

2. Within two (2) business days of the receipt of the final notification from DHCS of a provider suspension, termination, or decertification:

   a. The Quality Improvement Department shall notify the Regulatory Affairs & Compliance Department of the contracting status of the provider(s) for CalOptima Health Community Network, CalOptima Health Direct and delegated entities, respectively, and the Provider Relations and Health Network Relations Departments to determine the number of Members receiving services from the provider(s) in question, by CalOptima Health program.

   b. The Regulatory Affairs & Compliance Department shall submit the above information to DHCS within one (1) business day of receipt of the information from Quality Improvement or Long-Term Services and Supports, and no later than three (3) business days of receipt of

the final notification from DHCS of the provider suspension, termination, or de-certification.

c. Affected Members will be notified using a DHCS-approved notice or a DHCS-approved CalOptima Health-created notice.

3. Within four (4) business days of the receipt of the final notification from DHCS of a provider suspension, termination, or decertification:

   a. The Pharmacy, Case Management, Health Network Relations, Provider Relations, and Long-Term Services and Supports Departments shall develop and submit to the Regulatory Affairs & Compliance Department, a transition plan to include the following:

      i. A timeline for the prompt transition of affected Members no sooner than thirty (30) calendar days after notification of the Medi-Cal suspension, termination, or decertification unless the Member wishes to move sooner;

      ii. A timeline for the CalOptima Health and Health Network case managers to contact and speak with all affected Members;

      iii. A process to consult with the Long-Term Care Ombudsman and other related entities, as appropriate;

      iv. A process to work with affected Members, guardians, conservators, or Authorized Representative, as applicable, regarding the transition and the Member's options or choices;

      v. A process for the review of all affected Member's medical records, including a process for communication with Members' providers, as appropriate; and

      vi. A plan of action to ensure that Member's personal belongings are transitioned to the Member's new providers in a timely manner, if applicable.

4. If CalOptima Health becomes aware of a certification or suspension of an LTC Facility, the Long-Term Services and Supports Department shall:

   a. Immediately notify DHCS of the contract termination with the LTC facility due to decertification or suspension from the Medi-Cal program, unless listed as an exception to the thirty (30)-day stay requirement;

   b. Within five (5) business days of receiving a final notification of an LTC facility decertification, submit a transition plan and network review documents as described in DHCS APL 21-003: Medi-Cal Network Provider and Subcontractor Terminations;

   c. Immediately notify the Claims Administration Department to suspend payment in accordance with CalOptima Health Policy FF.2001: Claims Processing for Covered Services for which CalOptima Health is Financially Responsible, to the decertified or suspended LTC facility for all Medi-Cal services provided after the effective date of the exclusion;

   d. Immediately notify all affected directly contracted providers of the decertified or suspended LTC facility;

e. Provide notice to all impacted Members as described in Section III.G.4.h. of this Policy; and

f. Coordinate care for impacted Members pursuant to Section II.J.1. of this Policy.

g. Transition Plan

i. Regulatory Affairs & Compliance Department will submit a transition plan to DHCS for approval, regardless of the number of Members impacted, and at a minimum must include:

a) A timeline for prompt transition of impacted members no sooner than thirty (30) calendar days after notification of the decertification, unless the Member wishes to move sooner;

b) A timeline for the CalOptima Health case manager to contact and speak with all impacted Members;

c) A process to consult with the Long-Term Care Ombudsman and other related entities, as appropriate;

d) A process to work with impacted Members, guardians, conservators, or personal representatives, as applicable, regarding the transition and the Member's options or choices;

e) A process for the review of all impacted Members' medical records, including a process for communication with Members' providers as appropriate; and

f) A plan of action to ensure that Members' personal belongings are transitioned to the Members' new providers in a timely manner.

h. Member Notices

i. CalOptima Health LTSS Department will provide notification to Members within five (5) days of receiving notification of the closure or effective date of the termination pursuant to Section II.C. of this Policy. At a minimum, the notification must include the following information:

a) The effective date of the contract termination;

b) The name of the LTC facility;

c) The reason for the decertification;

d) A description of how the decertification will impact the Member's access to covered services;

e) All language required by Health and Safety Code and the Knox-Keene Act, as applicable;

f) Language providing the Member with the CalOptima Health's Customer Service telephone number and the toll-free telephone number of the DHCS' Office of the Ombudsman for questions or concerns;

g) A description of how CalOptima Health will maintain the ability to provider covered services to impacted Members; and

h) The date the Member notice will be mailed.

i. If the facility is residential and remains open, Members must have at least thirty (30) calendar days post-notice to transition to a new facility, with the following exceptions:

i. The safety of a Member in a facility is endangered;

ii. The health of a Member in a facility is endangered;

iii. A Member's health improves sufficiently so that the member no longer requires the services provided by the facility;

iv. A Member's urgent medical needs require an immediate transfer or discharge;

v. A Member has not resided in a facility for thirty (30) calendar days or more;

vi. A Member, their guardian, conservator, or personal representative has requested a transition to another facility; or

vii. A facility closes or is no longer operational.

j. Members may choose not to transition to a new facility; however, they may be responsible for the costs of the services provided by the terminated or decertified facility and must be informed of this if they choose not to transition.

k. In the case of an immediate closure of a provider by CDPH, CDPH is responsible for the transition of all affected Members residing in the facility. CalOptima Health is responsible for tracking the transition of impacted members and coordinating care as needed.

H. Monitoring, Oversight and Reporting

1. CalOptima Health Provider Relations Department will monitor, perform oversight and provide reporting of all Network Providers and Subcontractors.

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 Policy AA.1220: Member Billing
C. CalOptima Health Policy DD.2012: Member Notification of Change in the Availability or Location of Covered Services
D. CalOptima Health Policy EE.1101: Additions, Changes, and Terminations to CalOptima Health Provider Information, CalOptima Health Provider Directory, and Web-based Directory
E. CalOptima Health Policy FF.2001: Claims Processing for Covered Services for which CalOptima Health is Financially Responsible

F. CalOptima Health Policy GG.1304: Continuity of Care During Health Network or Provider Termination
G. CalOptima Health Policy GG.1600: Access and Availability Standards
H. CalOptima Health Policy GG.1607: Monitoring Adverse Actions
I. CalOptima Health Policy HH.1101: CalOptima Health Provider Complaint
J. Department of Health Care Services All Plan Letter (APL) 21-003: Medi-Cal Network Provider and Subcontractor Terminations (supersedes APL 16-001)
K. Health and Safety Code, Section 1373.65
L. National Committee of Quality Assurance Standard
M. Title 22, California Code of Regulations, Sections 53885 and 53922.5
N. Title 28, California Code of Regulations, Section 1300.67(1)(3)
O. Title 42, Code of Federal Regulations, Section 438.10(f)
P. Welfare and Institutions Code, Sections 14043.6 and 14123

VI. REGULATORY AGENCY APPROVAL(S)

Action	Regulatory Agency	Response
07/26/2021	Department of Health Care Services (DHCS)	Approved as Submitted
12/12/2023	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	03/01/2018	GG.1652	DHCS Notification of Change in the Availability or Location of Covered Services	Medi-Cal
Revised	03/01/2019	GG.1652	DHCS Notification of Change in the Availability or Location of Covered Services	Medi-Cal
Revised	12/01/2021	GG.1652	DHCS Notification of Change in the Availability or Location of Covered Services	Medi-Cal
Revised	12/01/2023	GG.1652	DHCS Notification of Change in the Availability or Location of Covered Services	Medi-Cal
Revised	12/01/2024	GG.1652	DHCS Notification of Change in the Availability or Location of Covered Services	Medi-Cal

IX. GLOSSARY

Term	Definition
Authorized Representative	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.
CalOptima Health Direct (COHD)	A direct health care program operated by CalOptima Health that includes both COHD- Administrative (COHD-A) and CalOptima Health Community Network (CHCN) and provides services to Members who meet certain eligibility criteria as described in Policy DD.2006: Enrollment in/Eligibility with CalOptima Health Direct.
CalOptima Health Contracted Hospital	A hospital that has entered into a CalOptima Health Hospital Services Contract to provide: 1. Hospital Services to CalOptima Health Direct Members for which CalOptima Health is financially responsible; and 2. Covered Services to Members Enrolled in a Shared Risk Group for which CalOptima Health is financially responsible in accordance with the Division of Financial Responsibility (DOFR).
Community Health Center	Also known as Community Clinic—a health center that meets all of the following criteria: 1. Recognized by the Department of Public Health as a licensed Community Clinic or is a Federally Qualified Health Center (FQHC) or FQHC Look-Alike; 2. Affiliated with a Health Network; and 3. Ability to function as a Primary Care Provider (PCP).

Covered Services	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); 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,

Term	Definition
	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.
Health Network	A Physician Hospital Consortium (PHC), physician group under a shared risk contract, or health care service plan, such as a Health Maintenance Organization (HMO) that contracts with CalOptima Health to provide Covered Services to Members assigned to that Health Network.
Member	A Medi-Cal eligible beneficiary as determined by the County of Orange Social Services Agency, the California Department of Health Care Services (DHCS) Medi-Cal, or the United States Social Security Administration, who is enrolled in the CalOptima Health program.
Network Provider	Any Provider or entity that has a Network Provider Agreement with CalOptima Health or CalOptima Health's Subcontractor(s) and receives Medi-Cal funding directly or indirectly to order refer or render Covered Services under the contract between said parties. A Network Provider is not a Subcontractor by virtue of the Network Provider Agreement.
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 Primary Care Provider may be a Primary Care Physician or Non-Physician Medical Practitioner.
Significant Impact	Contract terminations are deemed to be significant impact if the termination affects two thousand (2,000) or more Members or is a result in CalOptima Health's non-compliance with the Annual Network Certification components regardless of the number of Members impacted.

Term	Definition
Subcontractor	An individual or entity that has a Subcontractor Agreement with CalOptima Health or CalOptima Health's Subcontractor that relates directly or indirectly to the performance of CalOptima Health's obligations under its contract with DHCS. A Network Provider is not a Subcontractor solely because it enters into a Network Provider Agreement.