



Policy: MA.4004
Title: **Member Disenrollment**
Department: Customer Service
Section: Not Applicable

CEO Approval: /s/ Michael Hunn 12/16/2024

Effective Date: 08/01/2005

Revised Date: 12/01/2024

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

I. PURPOSE

This policy describes procedures for disenrolling a Member from the CalOptima Health OneCare program.

II. POLICY

- A. For the purpose of this policy, an Authorized Representative is the same as Legal Representative. Centers for Medicare & Medicaid Services (CMS) defines Authorized/Legal Representative as an individual who is the Legal Representative or otherwise legally able to act on behalf of an enrollee, 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.
- B. Except as provided in this Policy, CalOptima Health may not request or encourage any Member to disenroll from OneCare.
- C. A Member may voluntarily disenroll from OneCare in accordance with this Policy.
- D. CalOptima Health shall involuntarily disenroll a Member from OneCare if:
1. The Member's change in residence makes the Member ineligible to remain enrolled in OneCare;
 2. The Member loses entitlement to either Medicare Part A or Part B;
 3. The Member loses Special Needs Status and does not reestablish eligibility prior to the expiration of the six (6) month period of deemed continued eligibility;
 4. The Member is incarcerated;
 5. The Member dies;
 6. CalOptima Health's OneCare Contract is terminated or CalOptima Health reduces its service area to exclude the member; or

7. The Member is not lawfully present in the United States
- E. CalOptima Health may involuntarily disenroll a Member from OneCare if the Member:
 1. Engages in disruptive behavior; or
 2. Provides fraudulent information on the Enrollment Form or permits Abuse of the Member's OneCare identification card.
- F. CalOptima Health may only contact a Member to conduct a disenrollment survey for quality improvement purposes after the effective date of disenrollment. Disenrollment surveys may be conducted by telephone or by mail, but neither may include sales or marketing information.
- G. CalOptima Health shall retain all disenrollment requests for the current contract period and ten (10) years prior.

III. PROCEDURE

A. Voluntary Disenrollment

1. A Member may request to disenroll from OneCare by:
 - a. Enrolling in another Medicare Plan during a valid Enrollment Period;
 - b. Submitting a signed written notice to OneCare by mail or facsimile; or
 - c. Calling 1-800-MEDICARE (1-800-633-4227).
2. If a Member verbally requests disenrollment from OneCare, OneCare staff shall instruct the Member to make a request in one of the ways described in section III.A of this policy.
3. The disenrollment request must be dated when it is initially received by CalOptima Health.
4. When someone other than the Member completes a disenrollment request, they must:
 - a. Attest that they have the authority under State law to make the disenrollment request on behalf of the member;
 - b. Attest that proof of this authorization (if any) as required by State law that empowers the individual to submit a disenrollment request on behalf of the Member, is available upon request by CalOptima Health or CMS; and
 - c. Provide contact information.
5. The Member or Authorized Representative shall write the signature date on the disenrollment request. If the Member, or Authorized Representative, fails to include the date on the disenrollment request, CalOptima Health shall stamp the date of receipt of the disenrollment request, and such date shall serve as the signature date.
6. If the Member, or Authorized Representative, fails to include a signature on the disenrollment request, CalOptima Health may verbally verify with the Member, or Authorized Representative, their request to disenroll. CalOptima Health shall document the verbal verification to complete the disenrollment request and shall retain such documentation in its records.

7. If CalOptima Health requests additional information to be submitted for the disenrollment request, CalOptima Health shall explain to the Member, or Authorized Representative, that CalOptima Health must receive the additional information by the end of the month in which the disenrollment request was received, or within twenty-one (21) calendar days after receipt of the disenrollment request, whichever is later, for a disenrollment request to be considered complete. If CalOptima Health does not receive additional information within the allowable timeframe, CalOptima Health shall not disenroll the Member.
8. Notice Requirements
 - a. If a Member requests disenrollment through CalOptima Health, CalOptima Health shall provide the Member with a disenrollment notice within ten (10) calendar days after receipt of the disenrollment request. The disenrollment notice shall include an explanation of the requirement for accessing services through designated Providers within OneCare with the exception of Emergency Services and Urgent Care for the period during which the Member remains enrolled in OneCare, and the effective date of disenrollment.
 - b. If a Member requests disenrollment through an entity other than CalOptima Health, as specified in this Policy, CalOptima Health shall send a written confirmation of the disenrollment to the Member within ten (10) calendar days after the availability of the Daily Transaction Reply Report (DTRR) from CMS.
 - c. If a Member disenrolls from OneCare and enrolls in Original Medicare during a Special Election/Enrollment Period (SEP), CalOptima Health shall notify the Member of the Member's Medigap rights.
9. Processing Request for Disenrollment
 - a. CalOptima Health shall stamp the date of receipt of a disenrollment request received from a Member, or Authorized Representative, upon receipt of that request.
 - b. CalOptima Health shall submit a disenrollment transaction to CMS within seven (7) calendar days after the date of receipt of a disenrollment request.
10. If a Member requests voluntary disenrollment from OneCare, such disenrollment shall be effective no later than the first (1st) calendar day of the month after the month CalOptima Health receives a completed disenrollment request.
11. CalOptima Health may deny a voluntary request for disenrollment only when:
 - a. The request was made by someone other than the Member, and that individual is not the Member's Authorized Representative, as described in this Policy;
 - b. The request was incomplete, and the required information was not provided within the required timeframe;
 - c. The Member is determined "at risk" or "potentially at risk" under the Comprehensive Addiction and Recovery Act (CARA) and flagged in the Medicare Advantage Prescription Drug (MARx) System User Interface (UI) as such; or
 - d. The Member submits a disenrollment request outside of a qualifying election period to disenroll such as: Initial Coverage Election Period (ICEP), Annual Election Period (AEP), Medicare Advantage Open Election Period (MAOEP) or Special Election Period (SEP).

12. If CalOptima Health receives a disenrollment request that requires a denial, CalOptima Health shall notify the Member within ten (10) calendar days after the receipt of the request and shall include the reason for the denial.

B. Involuntary Disenrollment

1. If CalOptima Health involuntarily disenrolls a Member for causes specified in this Policy, CalOptima Health shall provide the Member with a disenrollment notice and will submit the disenrollment transaction to CMS that:
 - a. Advises the Member that CalOptima Health plans to disenroll the Member from OneCare, and the reason for such disenrollment; and
 - b. Explains the Member's right to a hearing under, CalOptima Health Policy MA.9002: Enrollee Grievance Process, except if the Contract is terminating as specified in this Policy.
2. Involuntary Disenrollment for Change in Residence
 - a. CalOptima Health shall disenroll a OneCare Member who is out of the OneCare Service Area for more than six (6) consecutive months.
 - b. CalOptima Health may receive notice of a change in a Member's residence from the Member, the Authorized Representative, a DTRR from CMS, or other source.
 - i. Within ten (10) calendar days of receipt of such notice, CalOptima Health shall send the Member a CMS approved Notice to Research Potential Out of Area Status to verify if the address information is either temporary or permanent. CalOptima Health shall document either written or verbal verification of the Member's address change and shall retain documentation of such contact in its records.
 - a) If CalOptima Health receives a DTRR notice from CMS of a Member's change of address, and that notice is a Transaction Reply Code (TRC) 016 – Enrollment Accepted, Out of Area accompanied with a TRC 011 – Enrollment Accepted as Submitted, CalOptima Health shall not initiate the involuntary disenrollment process or attempt to contact the Member to verify address.
 - b) If Member or Authorized Representative confirms, in writing, the move is incorrect, and the source of out of area residence information was from a source other than a DTRR from CMS, CalOptima Health shall retain documentation of the information and discontinue the disenrollment process.
 - ii. If the source of out of area residence information was other than CalOptima Health, the Member shall be sent a CMS approved Notice to Research Potential Out of Area Status. CalOptima Health shall retain documentation of a Member's notice of change in address, including determination of whether the address change is temporary or permanent.
 - iii. If CalOptima Health receives a notice of a permanent change in address from the Member or Authorized Representative, and that address is out of the OneCare Service Area, CalOptima Health shall disenroll the Member and provide a disenrollment notice to the Member. Such disenrollment shall be effective the first (1st) day of the calendar month after the date the Member begins residing outside of OneCare's Service Area.

- iv. If the Member establishes that a permanent move occurred retroactively and requests a retroactive disenrollment (no earlier than the first (1st) of the month after the move) CalOptima Health shall submit this request to the CMS Retroactive Processing Contractor (RPC) for consideration of retroactive action.
- v. If CalOptima Health receives a notice of a change in a Member's residence from a source other than from the Member or Authorized Representative (i.e., from CMS via the DTRR), CalOptima Health shall not assume the move is permanent until receiving confirmation from the Member or Authorized Representative.
- vi. If CalOptima Health does not receive verification of a change in a Member's residence from a Member or Authorized Representative, CalOptima Health shall not assume the move is permanent and shall not disenroll the Member, until six (6) consecutive months have elapsed.
- vii. If the Member leaves the Service Area and the move is permanent, CalOptima Health may consider the six (6) consecutive months of absence from the Service Area to begin on the date provided by the Member as the date that he or she left, or plans to leave, the OneCare Service Area. If the Member fails to notify CalOptima Health of the date on which he or she left or plans to leave the OneCare Service Area, CalOptima Health shall consider the six (6) month period to begin on the date it receives information regarding the Member's potential address change.

c. Notice Requirement

- i. If CalOptima Health receives notice that a Member has moved out of the OneCare Service Area on a permanent basis, CalOptima Health shall, within ten (10) calendar days of receipt or confirmation of the notice of permanent move from the Member or Authorized Representative, provide a disenrollment notice to the Member and submit a disenrollment transaction to CMS.
- ii. If CalOptima Health receives notice that a Member is out of the OneCare Service Area for six (6) consecutive months, CalOptima Health shall provide a disenrollment notice to the Member within the first ten calendar days of the sixth (6th) month that the Member is out of the OneCare Service Area and submit a disenrollment transaction to CMS within three (3) business days following the disenrollment effective date.

3. Involuntary Disenrollment for Loss of Entitlement to Medicare Part A or Part B

- a. Upon notice from CMS via the DTRR that a Member's entitlement to Medicare Part A or Part B has ended, CalOptima Health shall involuntarily disenroll the Member from OneCare effective the first (1st) day of the month following the last month of the Member's entitlement to Medicare Part A or Part B, whichever entitlement ends first, or the date specified on the DTRR from CMS.
- b. If a Member loses entitlement to Medicare Part A, CalOptima Health shall not:
 - i. Allow the Member to remain a Member and receive Medicare Part B-only services; or
 - ii. Offer the Member Part A-equivalent services for a premium.
- c. If a Member loses entitlement to Medicare Part B, CalOptima Health shall not allow the Member to remain a Member and receive Medicare Part A-only services.

4. Involuntary Disenrollment for Loss of Special Needs.

- a. CalOptima Health shall involuntarily disenroll a Member who loses Special Needs Status (i.e., loss of Medi-Cal eligibility or incurs a Share of Cost) and doesn't regain special needs status within the six (6) month period of deemed eligibility.
- b. The six (6) month period of deemed eligibility shall begin the first of the following month in which information regarding the loss is available to CalOptima Health and communicated to the Member. If the Member does not re-qualify within the deemed continued eligibility period, CalOptima Health shall involuntarily disenroll the Member (on the 1st of the month following the end of the 6th month)
- c. Notice Requirement
 - i. CalOptima Health shall provide written notice to the Member regarding the loss of entitlement to Medi-Cal benefits within ten (10) calendar days of CalOptima Health learning of the loss of full scope Medi-Cal eligibility.
 - ii. If loss of full scope Medi-Cal entitlement continues within ten (10) calendar days of the beginning of the fifth (5th) month after the initial notice was sent to the Member, CalOptima Health shall provide a written notice to remind the Member of the impending termination date provided in the initial notice.
 - iii. In the event that the Member fails to regain entitlement to full scope Medi-Cal benefits for the duration of the deemed continued eligibility period, as described in this Policy, CalOptima Health shall provide a written notice to the Member regarding involuntary disenrollment within three (3) business days following the last day of the period of deemed continued eligibility and submit a disenrollment transaction to CMS.

5. Involuntary Disenrollment due to Death

- a. Upon a Member's death, CMS shall disenroll the Member from OneCare and shall notify CalOptima Health of such disenrollment.
- b. Such disenrollment shall be effective the first day of the following month after the date of death.

6. Involuntary Disenrollment for Termination or Non-renewal of the Contract:

- a. CalOptima Health shall disenroll a Member from OneCare if the Contract is terminated, or if CalOptima Health discontinues offering OneCare in any portion of the area where OneCare was previously available.
- b. CalOptima Health shall notify all Members in writing of the effective date of the termination or reduction in Service Area and shall include a description of alternatives for obtaining benefits under the Medicare program.

7. Unlawful Presence Status

- a. CalOptima Health cannot retain a Member if the Member is not lawfully present in the United States. CalOptima Health may not request from a Member any documentation of U.S. citizenship or alien status, as CMS provides the official status to CalOptima Health. CMS will notify CalOptima Health (via DTRR) that the Member is not lawfully present and will determine disenrollment.

- b. Within ten (10) calendar days following the receipt of notification (via DTRR) of the disenrollment due to unlawful presence, CalOptima Health shall provide a written notice to the Member so that the Member is aware of the loss of coverage in OneCare and any erroneous disenrollments can be corrected as soon as possible.

C. Optional Involuntary Disenrollment

1. CalOptima Health may disenroll a Member from OneCare if:

- a. The member engages in disruptive behavior;
- b. The member provides fraudulent information on an enrollment request or
- c. The member permits abuse of an enrollment card in the OneCare plan.

2. Involuntary Disenrollment for Disruptive Behavior

- a. CalOptima Health may request to disenroll a Member if their behavior is disruptive to the extent that their continued enrollment in the OneCare plan substantially impairs CalOptima Health's ability to arrange for or provide services to either that particular Member or other OneCare Members.
- b. CalOptima Health shall not disenroll a Member from OneCare because the Member:
 - i. Exercises the option to make treatment decisions with which CalOptima Health disagrees, including the option of no treatment and/or diagnostic testing; or
 - ii. Chooses not to comply with any treatment regimen developed by OneCare or any contracted provider associated with OneCare.
- c. Before requesting CMS' approval of disenrollment for disruptive behavior, CalOptima Health shall make a serious effort to resolve problems presented by the Member. Such efforts shall include providing reasonable accommodations, as determined by CMS, for Members with mental or cognitive conditions, including mental illness and developmental disabilities. CalOptima Health shall also inform Members of their right to use CalOptima Health's grievance procedures.
- d. CalOptima Health shall provide advance notice to a disruptive Member, in writing, that continued disruptive behavior may result in involuntary disenrollment from OneCare. If such behavior continues, CalOptima Health shall provide a notice of intent to the Member, in writing, of its intent to submit a request to CMS to disenroll the Member from OneCare.
- e. CalOptima Health shall submit documentation of the specific case to CMS for review. This includes documentation:
 - i. Of the disruptive behavior;
 - ii. Of CalOptima Health's serious efforts to resolve the problem with the Member;
 - iii. Of CalOptima Health's effort to provide reasonable accommodations for individuals with disabilities, if applicable, in accordance with the Americans with Disabilities Act;
 - iv. Establishing that the member's behavior is not related to the use, or lack of use, of medical services;

- v. Describing any extenuating circumstances cited under 42 CFR 422.74(d)(2)(iii) and (iv);
 - vi. That CalOptima Health provided the member with appropriate written notice of the consequences of continued disruptive behavior and; ;
 - vii. CalOptima Health then provided a written notice of its intent to request involuntary disenrollment.
 - f. CalOptima Health must submit to its CMS Regional Office account manager:
 - i. The documentation in section 2.e of this policy;
 - ii. The thorough explanation of the reason for the request detailing how the Members's behavior has impacted CalOptima Health's ability to arrange for or provide services to the Member or other Members of the OneCare plan;
 - iii. Member information, including age, diagnosis, mental status, functional status, a description of their social support systems and any other relevant information;
 - iv. Statements from providers describing their experiences with the member; and
 - v. Any information provided by the member.
 - g. If the request for involuntary disenrollment for disruptive behavior is approved, CMS may require CalOptima Health to provide reasonable accommodations to the individual in such exceptional circumstances that CMS deems necessary. A reasonable accommodation in this context is that CMS could require CalOptima Health to delay the effective date of involuntary disenrollment to coordinate with an MA enrollment request or Part D enrollment period that would permit the Member an opportunity to obtain other coverage. If necessary, CMS will establish an SEP on a case- by-case basis.
 - h. The disenrollment for disruptive behavior process requires 3 (three) written notices:
 - i. Advance notice to inform the member that the consequences of continued disruptive behavior will be disenrollment;
 - ii. Notice of intent to request CMS' permission to disenroll the member; and
 - iii. Planned action notice advising that CMS has approved CalOptima Health's request.
3. Involuntary Disenrollment for Fraud and Abuse
- a. CalOptima Health shall request to cancel the enrollment of a member who knowingly provides, on the enrollment request form or by another enrollment request mechanism, fraudulent information that materially affects the determination of an individual's eligibility to enroll in OneCare.
 - b. CalOptima Health shall disenroll a Member who intentionally permits others to use their OneCare identification card to obtain services or supplies from the plan or any authorized plan provider.
 - c. CalOptima Health shall notify the Member in writing of the disenrollment and the reason for the disenrollment.

- d. CalOptima Health shall immediately notify the CMS Regional Office to initiate an investigation of the alleged Fraud or Abuse.
- e. Such disenrollment shall be effective on the first (1st) day of the calendar month after the month in which CalOptima Health gives the Member written notice.

D. Disenrollments Not Legally Valid

1. CalOptima Health shall submit a reinstatement request to CMS if:
 - a. Disenrollment request that is not complete;
 - b. Disenrollment due to erroneous death indicator;
 - c. Disenrollment due to erroneous incarceration information.
 - d. Disenrollment due to erroneous loss of Medicare Part A or Part B;
 - e. Disenrollment due to erroneous lawful presence status; or
 - f. There is evidence that a Member did not intend to disenroll. Evidence that a member did not intend to disenroll may include:
 - i. A disenrollment request signed by the member when a legal representative should be signing for the member; or
 - ii. Request by the member for cancellation of disenrollment before the effective date.
2. If a Member contacts CalOptima Health and states that he or she was disenrolled from OneCare for any of the reasons stated in Section III.D.1 of this Policy and states that he or she wishes to remain a Member, CalOptima Health shall instruct the Member, in writing, within ten (10) calendar days of the Member's contact with CalOptima Health reporting the erroneous disenrollment, to continue using OneCare Covered Services.
3. CalOptima Health shall indicate active Membership as of the date it instructs the Member to continue to use Covered Services.
4. If a Member is disenrolled due to any of the reasons stated in Section III.D.1 of this Policy, CalOptima Health shall submit to CMS a request to reinstate the Member which ought to include:
 - a. A copy of the DTRR from CMS showing the disenrollment;
 - b. A copy of the disenrollment notice that CalOptima Health sent to the Member;
 - c. A copy of any correspondence from the Member disputing the disenrollment;
 - d. A copy of the notice to the Member informing him or her to continue to use OneCare services until the issue is resolved; and
 - e. Verification that the disenrollment was erroneous.

E. Cancellation of Disenrollment

1. CalOptima Health may cancel a Member's disenrollment only if CalOptima Health makes the request prior to the effective date of the disenrollment, unless otherwise directed by CMS.
 - a. If CalOptima Health receives a request for cancellation of disenrollment after it transmitted the disenrollment request to CMS, CalOptima Health shall submit a cancellation of disenrollment to reinstate a Member with no lapse in coverage.
 - b. If CalOptima Health is unable to cancel the disenrollment transaction, CalOptima Health shall submit the request to cancel the action to the CMS Retroactive Processing Contractor (RPC) in order to cancel the disenrollment.
 - c. CalOptima Health shall submit a transaction to cancel only those disenrollment transactions submitted to CMS.
 - d. CalOptima Health shall send a notice to the Member within ten (10) calendar days after receipt of a Member's request for cancellation of disenrollment, stating that the cancellation is being processed and the Member may continue using OneCare Covered Services.
2. Within ten (10) calendar days of receipt of confirmation of the Member's reinstatement, CalOptima Health shall send the Member written notification of the reinstatement.
3. If CalOptima Health receives a Member's request for cancellation of disenrollment after the effective date of disenrollment, and CMS does not allow the reinstatement, CalOptima Health shall instruct the Member to complete a new Enrollment form and re-enroll with OneCare during an Election/Enrollment Period.

F. Retroactive Disenrollment

1. CMS may grant a retroactive disenrollment if:
 - a. An enrollment was never legally valid;
 - b. A valid request for disenrollment was properly made, but not processed or acted upon;
 - c. The reason for the disenrollment is related to a permanent move out of the OneCare Service Area; or
 - d. A contract violation.
2. A Member, or CalOptima Health, may submit a request to CMS (or its designee) for a retroactive disenrollment.
3. If CalOptima Health submits a request for retroactive disenrollment, it shall include a copy of the disenrollment request and supporting evidence justifying a retroactive disenrollment. CalOptima Health shall submit retroactive disenrollment requests to the CMS Regional Office (or its designee) within the timeframe provided in the Standard Operating Procedures for the CMS Retroactive Processing Contractor.

- G. The Election/Enrollment Period in which a Member requests disenrollment from OneCare shall determine the effective date of such disenrollment, in accordance with CalOptima Health Policy MA.4005: Election Periods and Effective Dates.

IV. ATTACHMENT(S)

- A. Model Disenrollment Form (OneCare Complete)
- B. Model Disenrollment Form (OneCare Flex Plus)

V. REFERENCE(S)

- A. CalOptima Health Contract with the Centers for Medicare & Medicaid Services (CMS) for Medicare Advantage
- B. CalOptima Health Policy MA.4005: Election Periods and Effective Dates
- C. CalOptima Health Policy MA.9002: Enrollee Grievance Process
- D. Medicare Advantage and Part D Enrollment and Disenrollment Guidance. Update: August 2024
- E. Title 42, Code of Federal Regulations (CFR), §§422.66(b), 422.74, 422.2268(d) and 423.2268(d)

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

VII. BOARD ACTION(S)

None to Date

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	08/01/2005	MA.4004	Member Disenrollment	OneCare
Revised	09/01/2008	MA.4004	Member Disenrollment	OneCare
Revised	03/01/2009	MA.4004	Member Disenrollment	OneCare
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Revised	12/01/2023	MA.4004	Member Disenrollment	OneCare
Revised	12/01/2024	MA.4004	Member Disenrollment	OneCare

IX. GLOSSARY

Term	Definition
Abuse	A Provider practice that is inconsistent with sound fiscal, business, or medical practice, and results in an unnecessary cost to CalOptima Health and the OneCare program, or in reimbursement for services that are not Medically Necessary or that fail to meet professionally recognized standards for health care. It also includes Member practices that result in unnecessary cost to CalOptima Health and the OneCare program.
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
Covered Services	Those medical services, equipment, or supplies that CalOptima Health is obligated to provide to Members under the Centers for Medicare & Medicaid Services (CMS) Contract.
Election/Enrollment	Enrollment in, or voluntary disenrollment from, a Medicare Advantage (MA) plan or Original Medicare.
Election/Enrollment Period	The time during which an eligible individual may elect a Medicare Advantage (MA) plan or Original Medicare. The type of election period determines the effective date of MA coverage as well as the types of enrollment requests allowed.
Emergency Services	Those covered inpatient and outpatient services required that are: <ol style="list-style-type: none"> 1. Furnished by a physician qualified to furnish emergency services; and 2. Needed to evaluate or stabilize an Emergency Medical Condition.
Fraud	An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable Federal or State law, in accordance with Title 42 Code of Federal Regulations section 455.2, Welfare and Institutions Code section 14043.1(i).
Grievance	An expression of dissatisfaction with any aspect of the operations, activities or behavior of a plan or its delegated entity in the provision of health care items, services, or prescription drugs, regardless of whether remedial action is requested or can be taken.
Legal Representative/ Authorized Representative	For the purposes of this policy, means 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.)
Member	A beneficiary enrolled in the CalOptima Health OneCare program.
Special Needs Status	Eligibility entitlement to Medi-Cal services.

Term	Definition
Special Election /Enrollment Periods (SEP)	<p>Election Period provided to individuals in situations where:</p> <ol style="list-style-type: none"> 1. The individual has made a change in residence outside of the Service Area or continuation area or has experienced another change in circumstances as determined by Centers for Medicare & Medicaid Services (CMS) (other than termination for non-payment of premiums or disruptive behavior) that causes the individual to no longer be eligible to elect the Medicare Advantage plan; 2. CMS or the organization has terminated the Medicare Advantage organization's contract for the Medicare Advantage plan in the area in which the individual resides, or the organization has notified the individual of the impending termination of the plan or the impending discontinuation of the plan in the area in which the individual resides; 3. The individual demonstrates that the Medicare Advantage organization offering the Medicare Advantage plan substantially violated a material provision of its contract under Medicare Advantage in relation to the individual, or the Medicare Advantage organization (or its agent) materially misrepresented the plan when marketing the plan; 4. The individual is entitled to Medicare Part A and Part B and receives any type of assistance from Medi-Cal; or 5. The individual meets such other exceptional conditions as CMS may provide.
Urgent Care	Services furnished to a Member who requires services to be furnished within twelve (12) hours in order to avoid the likely onset of an emergency medical condition.