Policy:	DD.2001
Title:	**Member Rights and Responsibilities**
Department:	Customer Service
Section:	Not Applicable
CEO Approval:	*/s/ Michael Hunn 05/15/2024*
Effective Date:	09/01/2004
Revised Date:	05/01/2024
Applicable to:	☒ Medi-Cal ☐ OneCare ☐ PACE ☐ Administrative

I. PURPOSE

This policy outlines a Member's rights and responsibilities and the process by which CalOptima Health communicates them to Members.

II. POLICY

A. CalOptima Health and its Health Networks shall inform Members of their rights and responsibilities.

B. CalOptima Health and its Health Networks shall ensure that a Member's rights and responsibilities are respected and observed.

C. Member Rights and Responsibilities:

1. To be treated with respect, giving due consideration to the Member's right to privacy and the need to maintain confidentiality of the Member's Protected Health Information (PHI) and Personal Information (PI).

2. To be provided with information about CalOptima Health and all services available to Members.

3. To be able to choose their Primary Care Provider (PCP) within CalOptima Health's Network unless the PCP is unavailable or is not accepting new patients.

4. To participate in decision-making regarding their health care, including the right to refuse treatment.

5. To submit Grievances, either verbally or in writing, about CalOptima Health, Providers, care received, and any other expression of dissatisfaction not related to an Adverse Benefit Determination (ABD).

6. To request an Appeal of an ABD within sixty (60) calendar days from the date on the Notice of Adverse Benefit Determination (NABD) and how to continue benefits during the in-plan Appeal process through the State Hearing, when applicable.

7. To request a State Hearing, including information on the circumstances under which an expedited State Hearing is available.

8. To receive interpretation services and written translation of critical informing materials in their preferred Threshold Language, including oral interpretation and American Sign Language (ASL).

9. To have a valid Advance Directive in place, and an explanation to Members of what an Advance Directive is.

10. To have access to family planning services, Sexually Transmitted Disease (STD) services, from a Provider of their choice, without referral or Prior Authorization, either in or outside of CalOptima Health's Network.

11. To have Emergency Services provided in or outside of CalOptima Health's Network, as required pursuant to federal law.

12. To have access to Federally Qualified Health Centers (FQHCs), Rural Health Centers (RHCs) and Indian Health Services (IHS) outside of CalOptima Health's Network, pursuant to federal law.

13. To have access to, and receive a copy of, their Medical Records, and request that they be amended or corrected, as specified in Title 45 Code of Federal Regulations (CFR) Sections 164.524 and 164.526 and CalOptima Health Policy GG.1618: Member Request for Medical Records.

14. To change Medi-Cal managed care plans upon request, if applicable.

15. To access Minor Consent Services.

16. To receive written Member informing materials in alternative formats, including Braille, large size print no smaller than twenty (20) point font, accessible electronic format, and audio format upon request and in accordance with Title 42 CFR Section 438.10, and Title 45 CFR Sections 84.52(d), 92.202.

17. To be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.

18. To receive information on available treatment options and alternatives, presented in a manner appropriate for the Member's condition and ability to understand available treatment options and alternatives.

19. To freely exercise these Member rights without retaliation or any adverse conduct by CalOptima Health, Subcontractors, Downstream Subcontractors, Network Providers, or the State.

20. To request for Continuity of Care (COC) for Covered Services in accordance with All Plan Letter (APL) 22-2032: Continuity of Care for Medi-Cal beneficiaries who newly enroll in Medi-Cal managed care from Medi-Cal fee-for-service, and for Medi-Cal Members who transition into a new Medi-Cal managed care health plan on or after January 1, 2023 and CalOptima Health Policy GG.1325: Continuity of Care for Members Transitioning into CalOptima Health Services.

D. Member's Right to Confidentiality:

1. CalOptima Health and its Health Networks shall ensure Member rights to confidentiality of PHI and PI in accordance with 45 CFR parts 160 and 164, and in accordance with California Civil Code section 1798 et seq.

2. CalOptima Health and its Health Networks shall ensure that all Subcontractors, Downstream Subcontractors, and Network Providers have policies and procedures in place to guard against unlawful disclosure of PHI, PI, and any other Confidential Information to any unauthorized persons or entities.

3. CalOptima Health and its Health Networks shall inform and advise Members on the right to confidentiality of their PHI and PI. CalOptima Health must obtain the Member's prior written authorization to release Confidential Information unless such prior written authorization is not required by Title 22 California Code of Regulations (CCR) Section 51009.

E. Member's Right to Advance Directives:

1. CalOptima Health shall ensure that its process for a Member's right to have an Advance Directive in place is included in the Member Handbook.

2. Information in the Member Handbook must include the Member's right to be informed by CalOptima Health of State law regarding Advance Directives, and to receive information from CalOptima Health regarding any changes to that law.

3. CalOptima Health must ensure that the following statement, or similar language provided by DHCS is included:

   a. Advance care planning for Members enrolled in Medi-Cal palliative care, in accordance with DHCS All Plan Letter (APL) 18-020: Palliative Care, must include documented discussions between a physician or other qualified healthcare professional and a patient, family member, or legally recognized decision-maker. Counseling that takes place during these discussions addresses, but is not limited to, Advance Directives, such as Physician Orders for Life-Sustaining Treatment (POLST) forms.

4. Information on Advance Directives shall comply with all State and federal law requirements and must be updated to reflect any changes to laws governing Advance Directives.

5. CalOptima Health must ensure its Network Providers, Subcontractors, and Downstream Subcontractors are trained in complying with valid Advance Directives, in accordance with Title 42, CFR Sections 422.128 and 438.3(j).

F. A Member shall have the responsibility:

1. To know, understand, and follow the Member handbook.

2. To understand their medical needs and working with health care Providers to create a treatment plan.

3. To follow treatment plans agreed to with health care Providers.

4. To tell CalOptima Health and health care Providers what they need to know about their medical condition to ensure care.

5. To make and keep medical appointments and inform the office when they must cancel an appointment.

6. To learn about medical conditions and how to stay healthy.

7. To take part in health care programs to stay healthy.

8. To work with and be polite to health care Providers.

III. PROCEDURE

A. Informing Members of their rights and responsibilities.

1. CalOptima Health shall inform Members of their rights and responsibilities, as described in this Policy, and in CalOptima Health Policies GG.1507: Notification Requirements for Covered Services Requiring Prior Authorization, and HH.1102: Member Grievance as follows:

a. In the Member Handbook/Evidence of Coverage (EOC) available on the CalOptima Health website (www.caloptimahealth.org) and provided to all Members upon request, in accordance with CalOptima Health Policy DD.2005: Member-Informing Materials Requirements;

b. On CalOptima Health's Website;

c. Annually in the Member newsletter; and

d. Upon a Member's request.

2. A Provider shall post a Member's rights and responsibilities, as described in this Policy, in the waiting room of the facility in which he or she renders services to Members.

B. A Member may file a Grievance, including a Grievance alleging discrimination in accordance with CalOptima Health Policies DD.2013: Customer Service Grievance Process, HH.1102: Member Grievance, HH.1104: Complaints of Discrimination, and HH.1103: Health Network Member Grievance and Appeal Process, if the Member believes their rights, as described in Section II.C. of this Policy, have not been respected, or observed.

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 Contract for Health Care Services
C. CalOptima Health Member Handbook/Evidence of Coverage (EOC)
D. CalOptima Health Policy DD.2005: Member-Informing Materials Requirements
E. CalOptima Health Policy DD.2013: Customer Service Grievance Process
F. CalOptima Health Policy GG.1325: Continuity of Care for Members Transitioning into CalOptima Health Services

G. CalOptima Health Policy GG.1507: Notification Requirements for Covered Services Requiring Prior Authorization
H. CalOptima Health Policy GG.1618: Member Request for Medical Records
I. CalOptima Health Policy HH.1102: Member Grievance
J. CalOptima Health Policy HH.1103: Health Network Member Grievance and Appeal Process
K. CalOptima Health Policy HH.1104: Complaints of Discrimination
L. CalOptima Health Policy HH.3004: Member Request to Amend Records
M. Department of Health Care Services (DHCS) All Plan Letter (APL) 18-020: Palliative Care (Supersedes APL 17-015)
N. Department of Health Care Services (DHCS) All Plan Letter (APL) 23-022: Continuity of Care for Medi-Cal Beneficiaries who newly enroll in Medi-Cal Managed Care from Medi-Cal Fee-for-Service, and for Medi-Cal members who transition into a new Medi-Cal Managed Care Health Plan on or after January 1, 2023, (supersedes APL 22-032)
O. California Welfare & Institutions Code (WIC) § 14182 (b)(12)
P. California Code, Civil Code § 1798 et seq.
Q. Title 22, California Code of Regulations (CCR) § 51009
R. Title 42, Code of Federal Regulations (CFR), §§ 164.524, 164.526, 422.128, 438.3(j), and 438.10
S. Title 45, Code of Federal Regulations (CFR), §§ 84.52(d), 92.202, 164.524 and 164.526

VI. REGULATORY AGENCY APPROVAL(S)

Date	Regulatory Agency	Response
08/28/2009	Department of Health Care Services (DHCS)	Approved as Submitted
10/12/2009	Department of Health Care Services (DHCS)	Approved as Submitted
01/26/2015	Department of Health Care Services (DHCS)	Approved as Submitted
03/28/2016	Department of Health Care Services (DHCS)	Approved as Submitted
02/25/2022	Department of Health Care Services (DHCS)	Approved as Submitted
05/03/2023	Department of Health Care Services (DHCS)	Approved as Submitted
06/15/2023	Department of Health Care Services (DHCS)	Approved as Submitted
06/19/2023	Department of Health Care Services (DHCS)	Approved as Submitted
05/07/2024	Department of Health Care Services (DHCS)	File and Use

VII. BOARD ACTION(S)

Date	Meeting
02/03/2022	Regular Meeting of the CalOptima Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	09/01/2004	DD.2001	Member Rights and Responsibilities	Medi-Cal
Revised	01/01/2008	DD.2001	Member Rights and Responsibilities	Medi-Cal
Revised	07/01/2009	DD.2001	Member Rights and Responsibilities	Medi-Cal
Revised	03/01/2011	DD.2001	Member Rights and Responsibilities	Medi-Cal
Revised	01/01/2013	DD.2001	Member Rights and Responsibilities	Medi-Cal
Revised	09/01/2014	DD.2001	Member Rights and Responsibilities	Medi-Cal
Revised	01/01/2016	DD.2001	Member Rights and Responsibilities	Medi-Cal
Revised	06/01/2017	DD.2001	Member Rights and Responsibilities	Medi-Cal
Revised	08/01/2018	DD.2001	Member Rights and Responsibilities	Medi-Cal

Action	Date	Policy	Policy Title	Program(s)
Revised	01/01/2019	DD.2001	Member Rights and Responsibilities	Medi-Cal
Revised	02/03/2022	DD.2001	Member Rights and Responsibilities	Medi-Cal
Revised	04/01/2023	DD.2001	Member Rights and Responsibilities	Medi-Cal
Revised	06/01/2023	DD.2001	Member Rights and Responsibilities	Medi-Cal
Revised	10/01/2023	DD.2001	Member Rights and Responsibilities	Medi-Cal
Revised	05/01/2024	DD.2001	Member Rights and Responsibilities	Medi-Cal

IX. GLOSSARY

Term	Definition
Advance Directives	A written instruction such as a living will or durable power of attorney for health care, recognized under state law, relating to the provision of health care when a member is incapacitated.
Appeal	A review by CalOptima Health of an adverse benefit determination, which includes one of the following actions: 1. A denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for Medical Necessity, appropriateness, setting, or effectiveness of a Covered Service; 2. A reduction, suspension, or termination of a previously authorized service; 3. A denial, in whole or in part, of payment for a service; 4. Failure to provide services in a timely manner; or 5. Failure to act within the timeframes provided in 42 CFR 438.408(b).
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.
Care Coordination	Care coordination involves deliberately organizing member care activities and sharing information among all of those involved with patient care. CalOptima Health's coordination of care delivery and services for Members, either within or across delivery systems including services the Member receives by CalOptima Health, any other managed care health plan; Fee-For-Service (FFS); Out-of-Network Providers; carve-out programs, such as pharmacy, Substance Use Disorder (SUD), mental health, and dental services; and community and social support Providers. Care Coordination services may be included in Basic Case Management, Complex Case Management, Enhanced Care Management (ECM), Person Centered Planning and Transitional Care Services.
Continuity of Care	Services provided to a Member rendered by an out-of-network provider with whom the Member has pre-existing provider relationship.
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)

Term	Definition
	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 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

Term	Definition
	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.
Downstream Subcontractor	An individual or an entity that has a Downstream Subcontractor Agreement with a Subcontractor or a Downstream Subcontractor. A Network Provider is not a Downstream Subcontractor solely because it enters into a Network Provider Agreement.
Family Planning Services	Covered Services that are provided to individuals of childbearing age to enable them to determine the number and spacing of their children, and to help reduce the incidence of maternal and infant deaths and diseases by promoting the health and education of potential parents. Family Planning includes, but is not limited to: 1. Medical and surgical services performed by or under the direct supervision of a licensed Physician for the purpose of Family Planning; 2. Laboratory and radiology procedures, drugs and devices prescribed by a license Physician and/or are associated with Family Planning procedures; 3. Patient visits for the purpose of Family Planning; 4. Family Planning counseling services provided during regular patient visit; 5. IUD and UCD insertions, or any other invasive contraceptive procedures or devices; 6. Tubal ligations; 7. Vasectomies; 8. Contraceptive drugs or devices; and 9. Treatment for the complications resulting from previous Family Planning procedures. Family Planning does not include services for the treatment of infertility or reversal of sterilization.
Federally Qualified Health Center (FQHC)	An entity defined in Section 1905 of the Social Security Act (42 United States Code Section 1396d(l)(2)(B)).

Term	Definition
Grievance	Any expression of dissatisfaction about any matter other than an Adverse Benefit Determination (ABD), and may include, but is not limited to the Quality of Care or services provided, aspects of interpersonal relationships with a Provider or CalOptima Health's employee, failure to respect a Member's rights regardless of whether remedial action is requested, and the right to dispute an extension of time proposed by CalOptima Health to make an authorization decision. A complaint is the same as Grievance. An inquiry is a request for more information that does not include an expression of dissatisfaction. Inquiries may include, but are not limited to, questions pertaining to eligibility, benefits, or other CalOptima Health processes. If CalOptima Health is unable to distinguish between a Grievance and an inquiry, it must be considered a Grievance.
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.
Indian Health Services Facility	Facilities operated with funds from the Indian Health Service (HIS) under the Indian Self-Determination Act and the Indian Health Care Improvement Act, through which services are provided, directly or by contract, to the eligible Indian population within a defined geographic area.
Key Points of Contact	Service sites for Members consisting of medical and non-medical points of contact. Medical points of contact may include face-to-face or telephone encounters with Providers that provide medical or health care services and advice to Members, including pharmacists. Non-medical points of contact may include, but are not limited to, membership services, appointment services, or Member orientation meetings.
Medically Necessary or Medical Necessity	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&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. For Members under twenty-one (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 1396dI(5) of Title 42 of the United States Code, as required by W&I Code 14059.5(b) and W&I Code Section 14132(v). Without limitation, Medically Necessary services for Members under twenty-one (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.
Medical Record	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.
Member	A Medi-Cal eligible beneficiary as determined by the County of Orange Social Services Agency, the California Department of Health Care Services (DHCS) Medi-Cal Program, or the United States Social Security Administration, who is enrolled in the CalOptima Health program.

Term	Definition
Member Information	Documents that are vital, or critical to obtaining benefits or services, and includes, but is not limited to: the Member Handbook, Provider Directory, welcome packets, Marketing information, form letters including Notice Of Actions (NOA), notices related to Grievances or Appeals, including Grievance and Appeal acknowledgement and resolution letters, Contractor's preventive health reminders, Member surveys, notices advising of the availability of free language assistance, and newsletters.
Minor Consent Services	Those covered services of a sensitive nature that a minor does not need parental consent to access, related to: 1. Sexual Assault, including rape; 2. Drug and alcohol abuse for a minor/child twelve (12) years of age or older; 3. Pregnancy; 4. Family planning; 5. Sexually Transmitted Diseases (STDs) for a minor/child twelve (12) years of age or older; and/or 6. Outpatient mental health care for children twelve (12) years of age or older who are mature enough to participate intelligently in their health care pursuant to Family Code section 6924 and where either (1) there is a danger of serious physical or mental harm to the minor or others or (2) the children are the alleged victims of incest or Child abuse.
Network Provider	Any Provider or entity that has a Network Provider Agreement with CalOptima Health, CalOptima Health's Subcontractor, or CalOptima Health s Downstream Subcontractor, and receives Medi-Cal funding directly or indirectly to order, refer, or render Covered Services under the Department of Health Care Services contract for Medi-Cal. A Network Provider is not a Subcontractor or Downstream Subcontractor by virtue of the Network Provider Agreement.
Notice of Action (NOA)	A formal letter from CalOptima Health informing a Member of an "Adverse Benefit Determination."
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.
Provider	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.
Rural Health Clinic (RHC)	An entity defined in 42 USC section 1395x(aa)(2) to provide Primary Care and ambulatory services.
State Hearing	A hearing with an Administrative Law Judge to resolve a Member's dispute about an action taken by Contractor, its Network Providers, Subcontractors, or Downstream Subcontractors.
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.
Threshold Languages	The non-English threshold and concentration standard languages in which Contractor is required to provide written translations of Member Information, as determined by DHCS.