NOTICE OF A
REGULAR MEETING OF THE
CALOPTIMA HEALTH BOARD OF DIRECTORS

MAY 4, 2023
2:00 P.M.

505 CITY PARKWAY WEST, SUITE 108
ORANGE, CALIFORNIA 92868

BOARD OF DIRECTORS

Clayton Corwin, Chair	Blair Contratto, Vice Chair
Isabel Becerra	Supervisor Doug Chaffee
Clayton Chau, M.D.	José Mayorga, M.D.
Supervisor Vicente Sarmiento	Nancy Shivers, R.N.
Trieu Tran, M.D.	Vacant

Supervisor Donald Wagner, Alternate

CHIEF EXECUTIVE OFFICER	OUTSIDE GENERAL COUNSEL	CLERK OF THE BOARD
Michael Hunn	James Novello Kennaday Leavitt	Sharon Dwiers

This agenda contains a brief description of each item to be considered. Except as provided by law, no action shall be taken on any item not appearing on the agenda. To speak on an item, complete a Public Comment Request Form identifying the item and submit to the Clerk of the Board. To speak on a matter not appearing on the agenda, but within the subject matter jurisdiction of the Board of Directors, you may do so during Public Comments. Public Comment Request Forms must be submitted prior to the beginning of the Consent Calendar and/or the beginning of Public Comments. When addressing the Board, it is requested that you state your name for the record. Address the Board as a whole through the Chair. Comments to individual Board Members or staff are not permitted. Speakers are limited to three (3) minutes per item.

In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the Clerk of the Board's Office at (714) 246-8806, at least 72 hours prior to the meeting.

The Board Meeting Agenda and supporting materials are available for review at CalOptima Health, 505 City Parkway West, Orange, CA 92868, Monday-Friday, 8:00 a.m. – 5:00 p.m. These materials are also available online at www.caloptima.org. Board meeting audio is streamed live on the CalOptima Health website at www.caloptima.org.

Members of the public may attend the meeting in person. Members of the public also have the option of participating in the meeting via Zoom Webinar (see below).
Participate via Zoom Webinar at:
https://us06web.zoom.us/webinar/register/WN_WwOFyCDnSwamnWgIcIiEqQ and Join the Meeting.
Webinar ID: **860 4969 7106**
Passcode: **167075** -- Webinar instructions are provided below.

Back to Agenda

CALL TO ORDER
Pledge of Allegiance
Establish Quorum

PRESENTATIONS/INTRODUCTIONS
1. Homeless Health Incentive Program Grantee Presentation

MANAGEMENT REPORTS
2. Chief Executive Officer Report

3. Brand Awareness Campaign

4. Fiscal Year 2023-2024 Budget Planning

PUBLIC COMMENTS
At this time, members of the public may address the Board of Directors on matters not appearing on the agenda, but within the subject matter jurisdiction of the Board of Directors. Speakers will be limited to three (3) minutes.

CONSENT CALENDAR
5. Minutes
   a. Approve Minutes of the April 6, 2023 Regular Meeting of the CalOptima Health Board of Directors

6. Authorize and Direct Execution of an Amendment to CalOptima Health's Primary Agreement with the California Department of Health Care Services

7. Authorize and Direct Execution of Amendment 09 to Agreement 16-93274 (Care Coordination Agreement) with the California Department of Health Care Services in Order to Continue Operation of the Dual Eligible Special Needs Plan OneCare Program

8. Appointment to the CalOptima Health Board of Directors' Member Advisory Committee

9. Adopt Resolution No. 23-0504-02 Approving and Adopting Updated and New CalOptima Health Human Resources Policies

10. Approve New CalOptima Health Policy AA.1400p: Grant Management

11. Receive and File:
   a. March 2023 Financial Summary
   b. Compliance Report
   c. Federal and State Legislative Advocates Reports
   d. CalOptima Health Community Outreach and Program Summary

Back to Agenda

REPORTS/DISCUSSION ITEMS

12. Adopt Board Resolution No. 23-0504-03, Proclaiming the Resumption of Medi-Cal Redeterminations as a Serious Risk to Continued Health Care Coverage and Encouraging All Orange County Stakeholders to Support Medi-Cal Renewal Efforts

13. Authorize a Temporary, Short-Term Supplemental Medi-Cal Payment Increase for Health Networks and Certain Contracted Providers Except Community Clinics, to Support Expenses for Services Provided to Members during the Transition out of the Public Health Emergency

14. Authorize a Temporary, Short-Term Supplemental Medi-Cal Payment Increase for Contracted Community Clinics to Support Expenses for Services Provided to Members during the Transition out of the Public Health Emergency

15. Approve Actions Related to the Garden Grove Street Medicine Support Center

16. Approve Actions Related to Establishing a Stipend Program for Master of Social Work Students Attending California State University, Fullerton

17. Approve Actions Related to the Student Behavioral Health Incentive Program Funding Strategy

18. Adopt Resolution No. 23-0504-01 Approving and Adopting Updated CalOptima Health Human Resources Policies; Authorize the Chief Executive Officer to Implement Cost-of-Living Adjustments, Appropriation of Funds, and Authorization of Unbudgeted Expenditures

19. Authorize a Letter of Support for 360 PACE to Offer a Program of All Inclusive Care for the Elderly Program in Orange County

20. Authorize the Chief Executive Officer (CEO) to Submit OneCare Bid for Calendar Year 2024 and Execute Contract with the Centers for Medicare & Medicaid Services and the California Department of Health Care Services; Authorize the CEO to Amend/Execute OneCare Health Network Contracts and Take Other Actions as Necessary to Implement ***(to follow Closed Session)***

ADVISORY COMMITTEE UPDATES

21. Special Joint Meeting of the Member Advisory Committee and Provider Advisory Committee Update

CLOSED SESSION

CS-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code Section 54956.8
Under Negotiation: Price and terms of payments
Property: 14851 Yorba Street & 165 N. Myrtle Avenue, Tustin, CA 92780
Agency Negotiator: David Kluth, John Scruggs, and Mai Hu, Newmark Knight Frank
Negotiating Parties: Yorba Myrtle LLC

Back to Agenda

CS-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code Section 54956.8
Under Negotiation: Price and terms of payments
Property: 7900 Garden Grove Avenue, Garden Grove, CA 92841
Agency Negotiators: David Kluth, and Mai Hu, Newmark Knight Frank
Negotiating Parties: Lvt, Inc.

CS-3. Pursuant to Government Code section 54956.87, subdivision (b) HEALTH PLAN TRADE SECRETS: OneCare

BOARD MEMBER COMMENTS AND BOARD COMMITTEE REPORTS

ADJOURNMENT

Back to Agenda

TO REGISTER AND JOIN THE MEETING

Please register for the Regular Meeting of the CalOptima Health Board of Directors on May 4, 2023 at 2:00 p.m. (PST)

To **Register** in advance for this webinar:
https://us06web.zoom.us/webinar/register/WN_WwOFyCDnSwamnWgIcIiEqQ

To **Join** from a PC, Mac, iPad, iPhone or Android device:
Please click this URL to join.
https://us06web.zoom.us/s/86049697106?pwd=cE9aNWprTXEwVnZKbWs5dDNCNE0wdz09

Passcode: 167075

Or One tap mobile:
+16694449171,,86049697106#,,,,*167075# US
+17207072699,,86049697106#,,,,*167075# US (Denver)

Or join by phone:
Dial(for higher quality, dial a number based on your current location):
US: +1 669 444 9171 or +1 720 707 2699 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 719 359 4580 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000 or +1 301 715 8592
Webinar ID: 860 4969 7106
Passcode: 167075
International numbers available: **https://us06web.zoom.us/u/kbdFSUWHAK**

Back to Agenda

Regular Meeting of the
CalOptima Health Board of Directors
May 4, 2023

PRESENTATIONS/INTRODUCTIONS

1. Homeless Health Incentive Grantee Presentation (Verbal)

Back to Agenda

MEMORANDUM

DATE:	April 26, 2023
TO:	CalOptima Health Board of Directors
FROM:	Michael Hunn, Chief Executive Officer
SUBJECT:	CEO Report — May 4, 2023, Board of Directors Meeting
COPY:	Sharon Dwiers, Clerk of the Board; Member Advisory Committee; Provider Advisory Committee; and Whole-Child Model Family Advisory Committee

a. Street Medicine Press Conference Showcased Partnerships

On April 4, CalOptima Health, in partnership with the City of Garden Grove and street medicine provider Healthcare in Action, held a successful media event to announce the start of our Street Medicine Program, which included remarks by Supervisor and CalOptima Health Board Member Vicente Sarmiento, Executive Director of Medi-Cal/CalAIM Kelly Bruno-Nelson, Garden Grove Mayor Steve Jones and City Manager Lisa Kim, and Healthcare in Action CEO Michael Hochman, M.D. Attendees were also able to tour the program's specially modified van that functions like a mobile doctor's office. As a result of the event and media outreach, CalOptima Health received coverage from the following major news outlets:

- Orange County Register
- ABC7 News
- Telemundo 52
- Estrella TV Channel 62
- Excelsior
- New Santa Ana
- OC Independent
- Yahoo News
- KNX
- LAist 89.3 Southern California Public Radio
- KFI Show – Later, With Mo'Kelly (starts at 18:00)

b. OCBJ Health Care Roundtable Includes CalOptima Health and New Brand Campaign Ad

The April 16 edition of the Orange County Business Journal (OCBJ) included the annual Health Care Roundtable special section. We participated in the roundtable again this year along with fellow Orange County health care executives. The issue also featured our first full-page ad to kick off our general awareness campaign. The campaign promotes CalOptima Health's focus on whole person health**.** Please see the special coverage and ad here.

c. CalOptima Health Welcomes New Medical Director

CalOptima Health expanded our medical team with the addition of Steven Arabo, M.D., on March 27. Dr. Arabo will be responsible for serving members in OneCare, working on quality improvements to raise our Star rating and collaborating with others on behalf of members via the

interdisciplinary care teams. A board-certified internal medicine physician, Dr. Arabo has 15 years of experience in clinical leadership positions, with expertise in utilization management and quality management. Most recently, he was a medical director for BlueShield of California Promise Health Plan, focusing in the San Diego area on overseeing the insurer's Medi-Cal programs, skilled nursing facility relationships and provider network expansion. Prior to that, he served as a physician executive for CareMore's Medicare Advantage plan. Dr. Arabo began his career as a hospitalist, providing direct care to patients at PIH Health Whittier Hospital. Dr. Arabo graduated from Universidad Autonoma De Guadalajara Facultad De Medicina and completed his internal medicine training at LAC+USC Medical Center. He is fluent in Spanish and Arabic.

d. State Audit Report to be Published on May 2

The California State Auditor is expected to publicly release its final audit report of CalOptima Health on Tuesday, May 2, 2023.

e. Board Recruitment Process Continues

On March 31, the Orange County Health Care Agency (HCA) closed its recruitment period for the vacant seat on the CalOptima Health Board of Directors to be held by "an accounting or public finance professional, or an attorney who is an active member of the State Bar." On April 24, HCA's CalOptima Health Board Selection Panel met to review applications and discuss nominating one or more candidates. Then, on May 9, the Orange County Board of Supervisors will consider formally appointing a nominee to our Board. The new director is expected to participate in their first CalOptima Health Board meeting on June 1.

f. CalOptima Health Changes CalAIM Medically Tailored Meals Policy

CalOptima Health notified providers, health networks and Community Supports service providers of a change in policy regarding the CalAIM Medically Tailored Meals (MTMs) service. MTM is a service that provides direct food assistance and educational support through the delivery of nutritious meals and groceries to individuals with chronic health conditions. As of May 5, 2023, eligible CalOptima Health members will be able to receive a maximum of 24 weeks of MTMs. In addition, the MTM Community Support service will become a once-in-a-lifetime benefit for eligible members. The change in policy will not immediately impact members who have already exceeded the 24-week maximum and are currently receiving meals. Those members will be able to finish the remainder of their current authorization. Members will receive a letter advising them of this change.

g. New CalAIM Community Support Fitness Benefit Proposed

State Assemblymember Cottie Petrie-Norris, who represents parts of Orange County, introduced Assembly Bill (AB) 1338 to help improve the physical and mental well-being of Medi-Cal members by covering the cost of fitness memberships. By adding access to fitness and wellness services as a new Community Support under CalAIM and encouraging medical providers to educate patients about the benefits of exercise, the bill's intent is to reduce the need for hospital care, nursing facility care and emergency department use. CalOptima Health's Government Affairs team and Local Health Plans of California are currently working with the Assemblymember's office to clarify the bill's language regarding the scope of fitness services that would be covered.

h. Preventive Health Campaign Promotes COVID-19 Vaccine Incentives

CalOptima Health's Preventive Health Campaign uses a multimodal communication strategy to raise members' understanding of the importance of preventive health and other wellness topics. It also supports current HEDIS quality measures. The latest ad series focuses on promoting our COVID-19 Vaccine Member Health Rewards Program, whereby members can receive up to four $25 gift cards (one gift card per recommended COVID-19 vaccine dose) if the first dose is started by June 30, 2023. These ads launched in March on social media and other digital networks in English, Spanish and Vietnamese and will run through June 2023.

i. CalOptima Health Gains Robust Media Coverage

- DocWire News
  - On April 11, Chief Medical Officer Richard Pitts, D.O., Ph.D. was interviewed by DocWire News on CalOptima Health's $50 million Comprehensive Community Cancer Screening and Support Program.

- U.S. News
  - On April 6, Carmen Katsarov, Executive Director of Behavioral Health Integration, was featured in U.S. News about anxiety medications and their potential side effects.
  - On April 12, Ms. Katsarov was also featured in U.S. News on the risk factors for mental health disorders.

- Telemundo
  - On April 21, Telemundo covered the importance of Medi-Cal renew in an interview with Community Relations Specialist Jennifer Funez.

CalOptima Health

Fast Facts
May 2023

Mission: To serve member health with excellence and dignity, respecting the value and needs of each person.

Membership Data* (as of March 31, 2023)

Total CalOptima Health Membership

978,089

Program	Members
Medi-Cal	960,237
OneCare (HMO D-SNP)	17,415
Program of All-Inclusive Care for the Elderly (PACE)	437

*Based on unaudited financial report and includes prior period adjustment

Operating Budget (for nine months ended March 31, 2023)

	YTD Actual	YTD Budget	Difference
Revenues	$3,123,812,337	$3,001,945,033	$121,867,304
Medical Expenses	$2,905,457,556	$2,814,754,773	($90,702,783)
Administrative Expenses	$136,157,669	$162,151,531	$25,993,862
Operating Margin	$82,197,112	$25,038,729	$57,158,383
Medical Loss Ratio (MLR)	93.0%	93.8%	(0.8%)
Administrative Loss Ratio (ALR)	4.4%	5.4%	1.0%

Reserve Summary (as of March 31, 2023)

	Amount (in millions)
Board Designated Reserves	$577.5*
Capital Assets (Net of depreciation)	$67.1
Resources Committed by the Board	$441.4
Resources Unallocated/Unassigned	$455.7*
Total Net Assets	$1,541.8

Total of Board designated reserves and unallocated resources can support approximately 103 days of CalOptima Health's current operations.

Total Annual Budgeted Revenue **$4 Billion**

NOTE: CalOptima Health receives its funding from State and Federal revenues only. CalOptima Health does not receive any of its funding from the County of Orange.

Back to Agenda

CalOptima Health Fast Facts

May 2023

Personnel Summary (as of April 8, 2023, pay period)

	Filled	Open	Vacancy %
Staff	1,280.1	115.8	8.30%
Manager	102.0	14.0	12.07%
Director	58.5	10.0	14.60%
Executive Director	11	1	8.33%
Chief	9	1	10.00%
Total FTE Count	1,460.6	141.8	8.40%

FTE Count based on position control reconciliation and includes both medical and administrative positions.

Provider Network Data (as of March 31, 2023)

	Number of Providers
Primary Care Providers*	1,286
Specialists*	8,230
Pharmacies	565
Acute and Rehab Hospitals	45
Community Health Centers	34
Long-Term Care Facilities	100

**Primary care providers and specialists reflect unique National Provider Identifier (NPI) numbers. A provider NPI may be linked to multiple locations where the provider practices.*

Treatment Authorizations (as of February 28, 2023)

	Mandated	Average Time to Decision
Inpatient Concurrent Urgent	72 hours	10.62 hours
Prior Authorization – Urgent	72 hours	15.06 hours
Prior Authorization – Routine	5 days	1.74 days

Average turnaround time for routine and urgent authorization requests for CalOptima Health Community Network.

Member Demographics (as of March 31, 2023)

Member Age	
0 to 5	8%
6 to 18	25%
19 to 44	35%
45 to 64	20%
65 +	12%

Language Preference	
English	58%
Spanish	27%
Vietnamese	9%
Other	2%
Korean	2%
Farsi	1%
Chinese	<1%
Arabic	<1%

Medi-Cal Aid Category	
Temporary Assistance for Needy Families	39%
Expansion	37%
Optional Targeted Low-Income Children	8%
Seniors	10%
People With Disabilities	5%
Long-Term Care	<1%
Other	<1%

CalOptima Health

Brand Awareness Campaign

Board of Directors Meeting

May 4, 2023

Deanne Thompson, Executive Director, Marketing and Communications

Our Mission

To serve member health with excellence and dignity, respecting the value and needs of each person.

Our Vision

By 2027, remove barriers to health care access for our members, implement same-day treatment authorizations and real-time claims payments for our providers, and annually assess members' social determinants of health.

Back to Agenda

Executive Summary — Project Goals

- Develop an Understanding
  - Conduct key stakeholder interviews inside and outside the organization to inform and distill insights for the brand development process
- Position the Organization
  - Strategically position the organization with a brand strategy that communicates CalOptima Health's role in serving the complex needs of the most vulnerable in Orange County
- Establish a Platform
  - Develop the brand platform centered around a "big idea" that the organization, stakeholders and Orange County can understand and rally around
- Plan and Amplify
  - Chart the course for campaign execution with tactical recommendations and a plan for a brand launch that builds widespread understanding that CalOptima Health benefits everyone in our community

Back to Agenda

CalOptima Health

Key Discoveries

- CalOptima Health is leading in whole person health
  - Uniquely differentiated and resourced product offering
  - New leadership and energized team
- CalOptima Health is making progress in addressing challenges
  - Low target audience awareness and understanding of services and how to access
  - Provider dissatisfaction with CalOptima Health processes and reimbursement
- A gap persists in community perception
  - History of limited role, negative provider experiences and low engagement
  - Community perception does not yet reflect the meaningful progress
- Leverage brand strategy and positioning to close the gap
  - **CLARIFY BRAND IDENTITY:** Build awareness of who, what, how and why
  - **AMPLIFY BRAND IMPACT:** Increase appreciation and engagement

Back to Agenda

CalOptima Health

Understanding Our Audiences

- Medi-Cal Members
- Medi-Medi Members
- Parents of Children
- Caregivers of Seniors
- Orange County Providers
- Community-Based Organization Leaders
- Civic Leaders
- The Unaware Orange County Resident
- “The Naysayers”

Back to Agenda

Brand Personality and Positioning

Personality: Determined, compassionate changemakers

Positioning: Champions of Whole Person Health for Our Members, Serving the Whole OC

Back to Agenda

CalOptima Health

CalOptima Health Brand Anthem

Back to Agenda

Focused on Healthy Stories

- This concept is inspired by our beautifully dynamic and powerful logo and accented by messages about whole person health

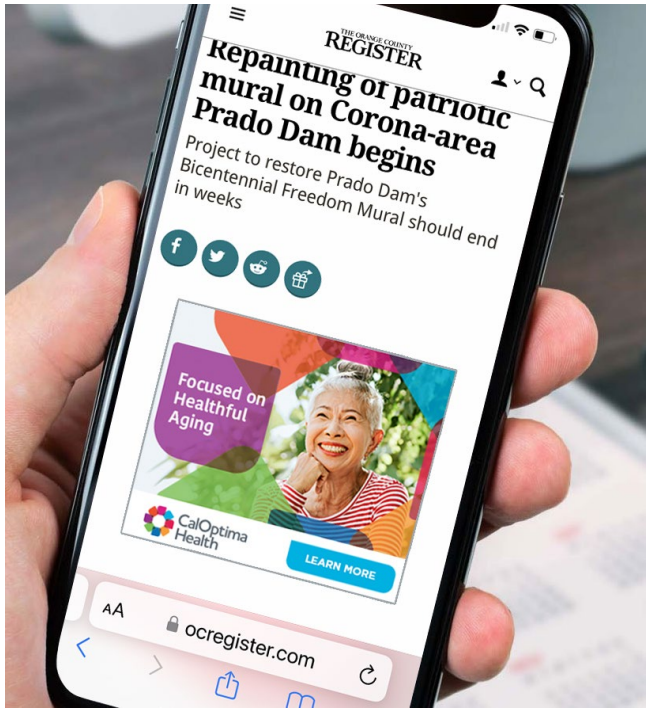
Back to Agenda

CalOptima Health

Campaign Executions

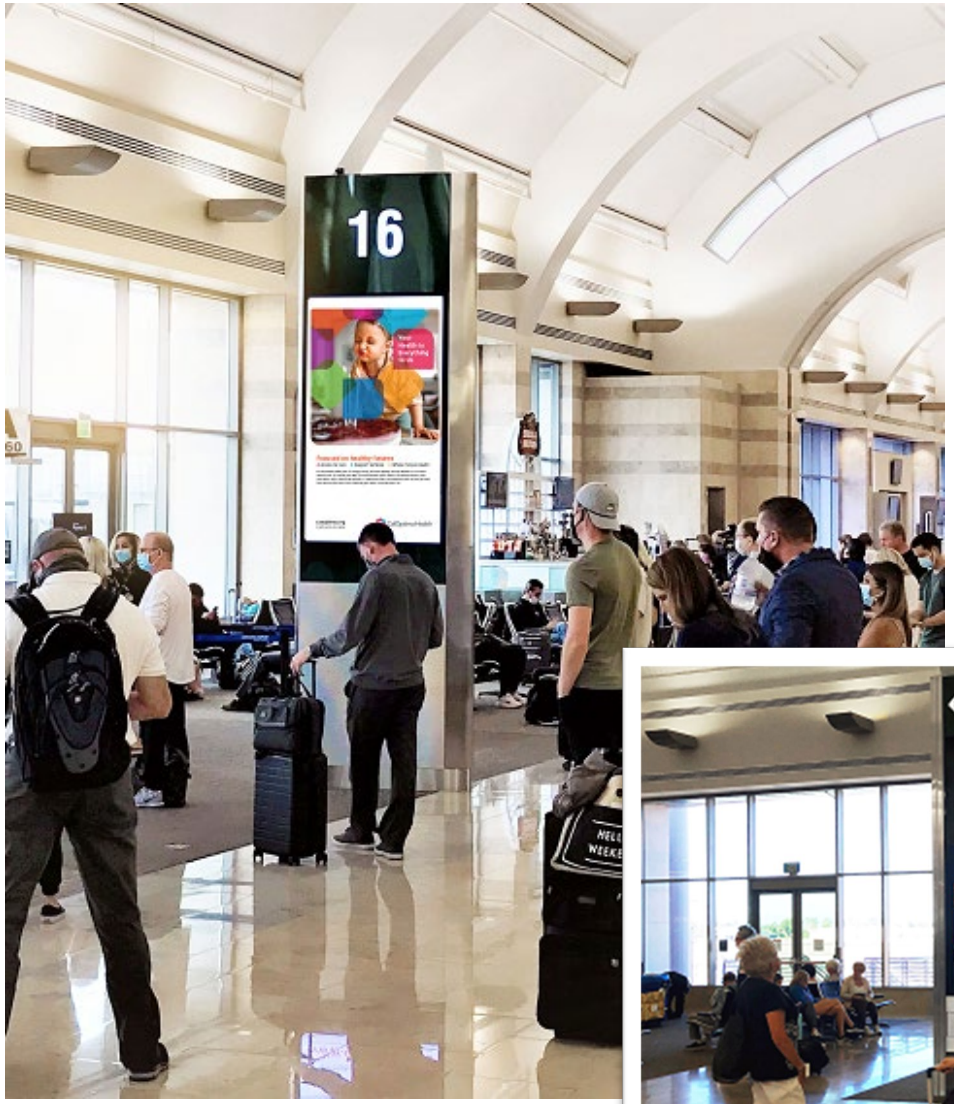
- Print advertising
  - Orange County Register
  - Daily Pilot/Times OC
  - Orange County Business Journal
  - Orange Coast Magazine
- Out-of-home advertising
  - Electronic and static billboards
  - OCTA bus exteriors, interiors and mobile ads
- Location-based advertising
  - John Wayne Airport
  - Brea Mall
  - Orange County Fair
- Digital advertising
  - Radio
  - Streaming TV
  - Display ads
  - Programmatic video
  - Facebook
  - Instagram
  - YouTube
- In-Language advertising
  - Excelsior and La Opinion
  - Nguoi Viet, Vien Dong and Viet Bao

Back to Agenda



Back to Agenda

CalOptima Health



Back to Agenda

CalOptima Health

Back to Agenda

CalOptima Health

CalOptima Health

Stay Connected With Us

www.caloptima.org

@CalOptima

Back to Agenda

Fiscal Year 2023-24 Budget Planning

Board of Directors Meeting

May 4, 2023

Nancy Huang, Chief Financial Officer

Our Mission

To serve member health with excellence and dignity, respecting the value and needs of each person.

Our Vision

By 2027, remove barriers to health care access for our members, implement same-day treatment authorizations and real-time claims payments for our providers, and annually assess members' social determinants of health.

Overview

- **Budget Outlook**
  - **CalOptima Health Fast Facts**
  - **Board Commitments**
  - **Upcoming Challenges**

- **Budget Planning**
  - **FY 2023-24 Budget Objectives**
  - **FY 2023-24 Performance Forecast**
    - **Membership Projection**
    - **Medical Expense & Utilization Pressures**
    - **General & Administrative Base Costs**

- **Budget Deliverables and Approval Timeline**

Back to Agenda

CalOptima Health

CalOptima Health Fast Facts (as of March 2023)

Programs:	**Medi-Cal, OneCare and PACE**
Membership:	**978,089**
Total Annual Budgeted Revenue:	**~$4 Billion**
Total Net Assets*:	**$1.5 Billion**
Change in Net Assets:**	**$122 Million**
Personnel:	**1,600+ Employees**

**** Total of Board-designated reserves and unallocated resources can support approximately 103 days of CalOptima Health's current operations (Days Cash On Hand)***

***** $40.1 Million from non-operating margin***

Back to Agenda

CalOptima Health

Board Commitments

$686.8 million in support of member access to quality care, provider partnership and improved infrastructure

Key Initiatives

$153.5 M	**5-year hospital quality program**
$108.1 M	**COVID-19 supplemental payments to providers**
$100.0 M	**Digital transformation strategy**
$50.1 M	**5-year comprehensive community cancer program**
$50.0 M	**5-year grant to support community clinics**
$40.1 M	**Housing and Homelessness Incentive Program**
$15.0 M	**Incentives for member annual wellness visits**
$10.0 M	**Skilled Nursing Facility Access Program**
$8.0 M	**Street Medicine Program**

Back to Agenda

CalOptima Health

Upcoming Challenges

- **State budget deficit**
  - **$23B State budget deficit may trigger cuts to Medi-Cal plans (January Proposed Budget)**
- **Membership net decrease (-200K members)**
  - **-190K members to lose Medi-Cal during redetermination**
  - **-55K members to transition to Kaiser Permanente**
  - **+45K members will gain Medi-Cal from Adult Expansion (26-49)**
- **Higher costs**
  - **Remaining members will be sicker and need more services**
  - **Increasing labor costs and inflation**
- **Future forecast**
  - **Enrollment will continue to decrease in 2024-25**
  - **State regional rate setting in CY 2025 may result in rate cuts to CalOptima Health**

Back to Agenda

CalOptima Health

Budget Planning

Back to Agenda

CalOptima Health

FY 2023-24 Budget Objectives

- **Support CalOptima Health's mission and vision**
- **Improve Access, Quality and Efficiency**
- **Achieve a Balanced Operating Budget**
- **Build Infrastructure and Capacity**

Back to Agenda

CalOptima Health

FY 2023-24 Performance Forecast

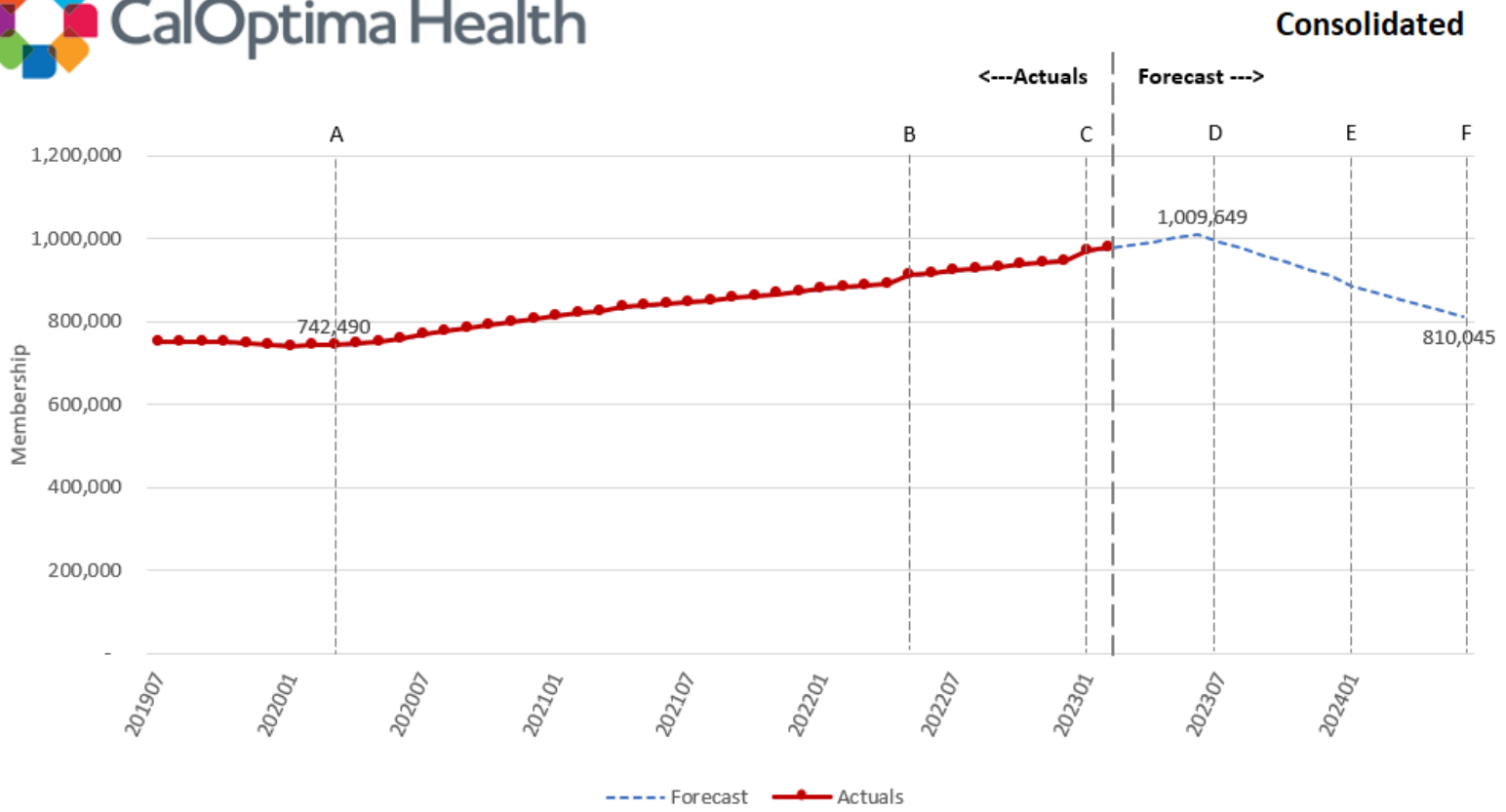
- **Consolidated**: **Estimated Budget Margin of 0.25% to 0.50% or between $10M and $20M**
  - **Medi-Cal**: **Forecasts a modest surplus**
  - **OneCare**: **Forecasts a budget deficit**
  - **PACE**: **Forecasts a small surplus**

Back to Agenda

CalOptima Health

Preliminary Membership Projection

HIGH: 1,009,649 (Jun-23) | LOW: 810,045 (Jun-24)



A. March 2020 - Beginning of PHE
B. May 2022 - Undoc. Adults Age 50+ (17K)
C. January 2023 - OCC enrollment moves to OC and MC (Duals)
D. July 2023 - Redetermination Begins
E. January 2024 - Undoc. Adults Age 26-49 (+45K) and Kaiser Transition (-55K)
F. June 2024 - Forecasted Redetermination Catch-up Complete

Back to Agenda

CalOptima Health

Medical Expense & Utilization Pressures

- **Anticipate higher medical costs as utilization returns to pre-COVID-19 levels**
- **Higher labor costs within healthcare workforce will increase expenses**
- **Disenrollment of non-utilizers expected to increase the average cost per member**
- **Average acuity among remaining members expected to increase**
- **Membership changes in January 2024 as ~55,000 will move to Kaiser**

Back to Agenda

CalOptima Health

General & Administrative Base Costs

- **Personnel costs**
  - **Cost of Living Adjustments (COLA)**
    - **+6% in 2022 and +2% in 2023**
  - **Annual merit increase of 3.5%**
  - **Market adjustments**
  - **Employee benefit premium increases and continuation of certain supplemental benefits**

- **Non-salary expenses**
  - **Expenses to support mandated program changes**
  - **Technology updates to support business changes**
    - **Software licenses and maintenance fees**
    - **Additional equipment needs**

Back to Agenda

CalOptima Health

Budget Deliverables and Approval Timeline

Back to Agenda

CalOptima Health

CalOptima Health Budget Deliverables

Deliverable #1: Operating Budget

- Enrollment
- Revenue
- Medical Costs
- Administrative Expenses

Deliverable #2: Capital Budget

- 505 Building Improvements
- 500 Building Improvements
- PACE Center
- Digital Transformation Strategy – Year Two

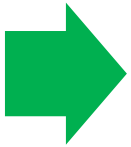
Back to Agenda

CalOptima Health

FY 2023-24 Budget Approval Timeline

Budget Preparation

- **Feb – March:** Departments prepare budgets
- **April – May:** Executive Team reviews and approves proposed budgets



Budget Approval

- **May 4 Board:** Budget Planning
- **May 18 FAC:** Budget review and approval
- **June 1 Board:** Budget review and approval

Back to Agenda

CalOptima Health

CalOptima Health

Stay Connected With Us

www.caloptima.org

@CalOptima

Back to Agenda

MINUTES
REGULAR MEETING
OF THE
CALOPTIMA HEALTH BOARD OF DIRECTORS

April 6, 2023

A Regular Meeting of the CalOptima Health Board of Directors (Board) was held on April 6, 2023, at CalOptima Health, 505 City Parkway West, Orange, California. The meeting was held in person and via Zoom webinar as allowed for under Assembly Bill (AB) 2449, which took effect after Governor Newsom ended the COVID-19 state of emergency on February 28, 2023. Chair Corwin called the meeting to order at 2:05 p.m. and noted that the Board was going to take items out of order to allow Director Tran to arrive. Supervisor Chaffee led the Pledge of Allegiance.

The Clerk noted for the record that there were no Board Members participating remotely today and that staff is recommending that Report Items 17 and 18 be moved up to the Consent Calendar.

Chair Corwin also announced that he is reordering the agenda to hear Board Member Comments prior to Closed Session.

PRESENTATIONS/INTRODUCTIONS

1. Street Medicine Update

Kelly Bruno-Nelson noted that CalOptima Health launched the new Street Medicine program in Garden Grove on Tuesday, April 4, 2023, and held a press conference. Ms. Bruno-Nelson noted that Supervisor Sarmiento was also at the press conference and invited him to say a few words.

Supervisor Sarmiento shared that this was his first press conference as a supervisor and as a CalOptima Health Board member. Supervisor Sarmiento noted that it was exciting and very well attended by the press. The Mayor of Garden Grove and his counsel and almost all of the members of the Garden Grove City Council also attended. He noted that Street Medicine is such an innovative program, and everyone was excited to see the Healthcare in Action van, which is basically a medical office on wheels. Supervisor Sarmiento applauded the CalOptima Health's Board's work. There were people touring the van and talking to everybody. With so many people from the community in attendance it really showed the support there is for this program not only in Garden Grove but seeing this as a model that will eventually go to other cities and communities. Supervisor Sarmiento commented that he was able to meet most of the Healthcare in Action staff and could see that this is labor of love. He also acknowledged the City of Garden Grove, the Garden Grove Police Department, Orange County Fire Authority, Be Well OC, Orange County Health Care Agency, Families Together, and ExamMed. It was a day of celebration, and a great moment for all partners to gather and show what can be done working together. This program has incredible promise and support.

Ms. Bruno-Nelson thanked Supervisor Sarmiento for sharing his thoughts on the press release and launch of the Street Medicine program. She reported that CalOptima Health's Street Medicine made the front page of the Orange County Register and that was extremely exciting. Ms. Bruno-Nelson also shared what Michael Hunn, Chief Executive Officer (CEO), taught her, the napkin pitch. She held up the napkin and said that this is the first picture of her initial drawing of what street medicine was, and it is where the idea came from and grew into what it is today. Ms. Bruno-Nelson gave kudos and a shout out to Nicole Garcia, who has been working diligently over the last four months to bring this napkin or piece of paper to reality.

Back to Agenda

She added that the Street Medicine program is absolutely in partnership with Healthcare in Action and the City or Garden Grove. CalOptima Health is incredibly grateful for the partnership in making Street Medicine a reality. Ms. Bruno-Nelson noted that about 53% of the unhoused and unsheltered population are here in Orange County She reviewed the overall goal of the Street Medicine program, which is to reduce barriers to quality medical care and improve the health outcomes for Garden Grove's unsheltered population by delivering compassionate and respectful medical care through direct street outreach and engagement. She also reviewed the program objectives, which included the following: providing 200 participants with point-of-care medical services, reducing emergency department visits by 40%; enrolling 75 % of unenrolled eligible participants into Medi-Cal CalOptima Health; connecting 25% of the participants to a medical home; connecting 80% of participants with enhanced care management or community support services; and transitioning 25% of participants to a shelter or other housing option.

The Clerk established a quorum at 2:21 p.m.

ROLL CALL

Members Present: Clayton Corwin, Chair; Blair Contratto, Vice Chair; Supervisor Doug Chaffee; Clayton Chau, M.D. (non-voting); Supervisor Vicente Sarmiento; Trieu Tran, M.D. (at 2:11 p.m.)

Members Absent: Isabel Becerra; José Mayorga M.D.; Nancy Shivers

Others Present: Michael Hunn, Chief Executive Officer; Yunkyung Kim, Chief Operating Officer; James Novello, Outside General Counsel, Kennaday Leavitt; Nancy Huang, Chief Financial Officer; Richard Pitts, D.O., Ph.D., Chief Medical Officer; Sharon Dwiers, Clerk of the Board

MANAGEMENT REPORTS

2. Chief Executive Officer Report

Michael Hunn, CEO, started his report with a quick review of the Fast Facts data, noting that currently CalOptima Health serves 976,552 individuals with membership continuing to increase monthly. He acknowledged the colleagues at the Social Services Administration (SSA), the agency responsible for determining eligibility for the Medi-Cal program.

For the current fiscal year, CalOptima Health spends 92.5% of every dollar on medical care, and 4.6% is the overhead cost to administer the program.

CalOptima Health's Board-designated reserves are $569.9 million; its capital assets are $67.1 million; its resources committed by the Board are $446.9 million; and its unallocated and unassigned resources are $436.1 million. Mr. Hunn noted that CalOptima Health's total net assets are currently $1.5 billion.

Mr. Hunn also reviewed the CalOptima Health personnel data and noted that there are 1,442 employees with a vacancy/turnover rate of about 11.05% -- CalOptima Health's vacancy/turnover target is to be at less than 12.5 to 15% at any given time. He noted that at this time last year, CalOptima Health had about a 20% vacancy/turnover rate, so significant progress is being made both in recruiting and filling positions and in retaining highly qualified and sought-after individuals.

Mr. Hunn reviewed the provider data, noting that CalOptima Health has over 9,400 providers, 1,291 primary care providers, and 8,194 specialists; 567 pharmacies; 45 acute and rehab hospitals; 34 community health centers; and 98 long term care facilities.

Mr. Hunn reviewed CalOptima Health's treatment authorizations, noting that this data is as of January 31, 2023. For urgent inpatient treatment authorizations, the average approval is within 12.96 hours; the state-mandated response is 72 hours. For urgent prior authorizations, the average approval is within 17.69 hours; the state-mandated response is 72 hours. And for routine prior authorizations the average approval is 1.43 days; the state-mandated response is 5 days. Mr. Hunn complimented CalOptima Health's utilization management team and its medical directors for the incredible work being done to ensure the authorizations are processed as efficiently as possible.

Mr. Hunn provided additional comments on the Street Medicine program noting that Dr. Michael Hochman, Medical Director at Healthcare in Action, who was at the press release earlier this week, reported that this is the first time in his 20 years that he has seen a city, the County Health Care Agency, a health plan, and a County Board of Supervisors all come together. Dr. Hochman said he has never seen that level of collaboration. Mr. Hunn added that he wanted to thank the Mayor of Garden Grove, Steve Jones, and Garden Grove City Manager, Lisa Kim, as well as the previous city manager, Scott Stiles, who was recently recruited away to Palm Springs. He noted that Mr. Stiles was instrumental in connecting CalOptima Health into the city and helped set up the collaboration with law enforcement officers, the Orange County Fire Authority, and Emergency Medical Services first responders and coordinated a meeting to bring everyone together to plant the seed of Street Medicine. Mr. Hunn noted that it has been remarkable to watch the efforts unfold. He thanked Kelly Bruno-Nelson and her team and Nicole Garcia for the great work in getting the Street Medicine program up and running in a very short time as part of CalOptima Health's CalAIM initiatives.

Mr. Hunn also updated the Board on Medi-Cal redetermination, which is now referred to as Medi-Cal renewal. CalOptima Health is continuing to work with SSA, community partners, and members to provide education on the steps individuals will need to take to go through the redetermination or renewal process. Mr. Hunn noted that CalOptima Health hosted a two-day Zoom event along with SSA and staff for community-based organizations and had over 500 individuals listening in to those events. Participants received access to a media toolkit, including posters, outreach information, social media posts, and other marketing materials -- all provided in multiple languages. He also reviewed the steps that will occur for any members that may be listening to the meeting today. Mr. Hunn also thanked Deanne Thompson, Executive Director, Marketing and Communications, and her team, and Janis Rizzuto, Director, Communications, and her team that put together the educational materials related to the redetermination or renewal process.

Back to Agenda

Mr. Hunn again welcomed Chief Strategy Officer, Peter Bastone, and also welcomed Jordan Abushawish, Senior Director, Government Affairs, to the CalOptima Health team.

Lastly, Mr. Hunn reported that as CalOptima Health is going into the new fiscal year, staff will be asking for the Board's support on a couple of projects, including recuperative care and traffic control process, which will all be rolled together with Street Medicine. He noted that medical and social needs will be met on the street and wrapped around with services that are provided through outreach and engagement by the Health Care Agency and the work that Be Well OC does in behavioral health. The traffic control will help coordinate those efforts to align and streamline these processes and achieve success with welcoming partners like the City of Garden Grove.

Vice Chair Contratto commented that she had the pleasure of joining the redetermination/renewal webinar and noted that CalOptima Health did an awesome job. She added the quality of the materials, presentations, and questions and answers were very well articulated. Vice Chair Contratto shared that she felt that one of the final comments that really grabbed the audience is the number of people that redetermination or renewal is trying to touch could fill Angels Stadium 22 times over.

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

3. Minutes

a. Approve Minutes of the March 2, 2023 Regular Meeting of the CalOptima Health Board of Directors
b. Receive and File Minutes of the November 17, 2022 Regular Meeting of the CalOptima Health Board of Directors' Finance and Audit Committee and the Minutes of the December 14, 2022 Regular Meeting of the CalOptima Health Board of Directors' Quality Assurance Committee

4. Receive and File 2022 CalOptima Health Program of All-Inclusive Care for the Elderly Quality Improvement Plan Evaluation and Approval of the 2023 CalOptima Health Program of All Inclusive Care for the Elderly Quality Improvement Plan

5. Receive and File 2022 CalOptima Health Quality Improvement Program Evaluation and Approval of the 2023 CalOptima Health Quality Improvement Program and Work Plan

6. Approval of Revision to the Measurement Set for the CalOptima Health Measurement Year 2023 Medi-Cal Quality Pay for Value Program

7. Approval of New CalOptima Health Policy GG.1132: Medi-Cal Annual Wellness Visit Program

8. Authorize and Direct Execution of Amendments to CalOptima Health's Primary Agreement with the California Department of Health Care Services Related to Rate Changes

9. Appointment to the CalOptima Health Board of Directors' Member Advisory Committee

Back to Agenda

10. Authorize Staff to Modify CalOptima Health's Whole-Child Model Family Advisory Committee Reporting Structure

11. Receive and File:

a. February 2023 Financial Summary
b. Compliance Report
c. Federal and State Legislative Advocates Reports
d. CalOptima Community Outreach and Program Summary

17. Approve New CalOptima Health Policy MA.2017p: Training and Oversight of Field Marketing Organization/Broker Agency and Subcontracted Independent Agents

18. Approve New CalOptima Health Policy MA.7020p: Behavioral Health Services

Vice Chair Contratto commented on the great work being done on Agenda Items 4 and 5 on the 2022 Quality Improvement Evaluations and 2023 Proposed Quality Improvement Work Plans for the Program of All-Inclusive Care for the Elderly (PACE) and for Medi-Cal. She said it would be great for the full Board to see the important work being done on those two Quality Improvement agenda items. Mr. Hunn responded that staff would be happy to provide a presentation on the work that is being done. He noted that these reports are presented in greater detail to the Quality Assurance Committee, but staff will give a high-level presentation to the full Board at a future meeting.

Action: ***On motion of Supervisor Chaffee, seconded and carried, the Board of Directors approved the Consent Calendar Agenda Items 3 through 11 and Report Agenda Items 17 and 18 as presented. (Motion carried 5-0-0; Directors Becerra, Mayorga and Shivers absent)***

REPORTS/DISCUSSION ITEMS

12. Approve Amendments to the CalOptima Health Bylaws

Yunkyung Kim, Chief Operating Officer, introduced the item noting that the Board had approved revisions to the CalOptima Health Bylaws at its August 4, 2022, meeting, which was the first revisions in nearly 26 years to bring them into more current times. Today, CalOptima Health is seeking approval of additional revisions, namely, to restate existing statutory conflict-of-interest requirements. This revision does not add any new requirements to the Board, but staff believe it is good practice to state them in the Bylaws.

Action: ***On motion of Vice Chair Contratto, seconded and carried, the Board of Directors approved amendments to the CalOptima Health Bylaws, effective April 6, 2023. (Motion carried 5-0-0; Directors Becerra, Mayorga and Shivers absent)***

13. Approve CalOptima Health's Calendar Years 2023 and 2024 Legislative Priorities and Authorize Related Advocacy Efforts

Mr. Hunn introduced the item noting that the CalOptima Health 2023-2024 legislative priorities include the following nine categories: 1) Behavioral Health; 2) California Advancing and Innovating Medi-Cal (CalAIM); 3) Data Sharing; 4) Financing; 5) Older Adults; 6) Operations and Administration; 7) Provider

Support; 8) Quality Improvement; and 9) Social Determinates of Health (SDOH).
Director Chau suggested that CalOptima Health staff work with the Health Care Agency (HCA) as many of the HCA's legislative priorities are in alignment with those of CalOptima Health.

Action: ***On motion of Supervisor Chaffee, seconded and carried, the Board of Directors: 1.) Approved CalOptima Health's calendar years 2023 and 2024 legislative priorities (Priorities); 2.) Authorized the Chief Executive Officer (CEO), or designee, to: a.) Implement legislative and regulatory advocacy efforts in alignment with the Priorities; b.) Develop publications and other materials in furtherance of the Priorities for external distribution to policymakers and other stakeholders; and c.) Provide regular progress reports regarding advocacy activities to the CalOptima Health Board of Directors (Board). (Motion carried 5-0-0; Directors Becerra, Mayorga and Shivers absent)***

14. Approve Actions Related to CalOptima Health's Medi-Cal and the Program of All-Inclusive Care for the Elderly Disposable Incontinence Supplies Vendor Contracts

Action: ***On motion of Supervisor Sarmiento, seconded and carried, the Board of Directors: 1.) Authorized the Chief Executive Officer to renew contracts with current Medi-Cal and the Program of All-Inclusive Care for the Elderly (PACE) disposable incontinence supplies (DIS) vendors through a standard network provider contracting process, effective January 1, 2024; and 2.) Authorized the Chief Executive Officer to contract with all willing and qualified DIS vendors under the same contract terms and conditions starting January 1, 2024. (Motion carried 5-0-0; Directors Becerra, Mayorga and Shivers absent)***

15. Authorize the Chief Executive Officer to Execute a Contract Amendment with Ironwood Health LLC to Provide Professional Services for the Implementation of the New Clinical Care Management System
Chair Corwin confirmed that this action is part of digital transformation allocation.

Supervisor Sarmiento commented that he is in support of this item, noting that it is important and well defined. He added that he will also discuss this when he meets with CalOptima Health staff on the procurement process and directed staff to provide more detail on sole-source contracts when the contracts do not go out to bid. Supervisor Sarmiento noted it would be helpful to have the details covered during his briefing. He also noted that different agencies manage procurement differently and again asked to meet with staff to better understand CalOptima Health's procurement process.

Action: ***On motion of Supervisor Sarmiento, seconded and carried, the Board of Directors: 1.) Authorized the Chief Executive Officer to execute a contract amendment with Ironwood Health LLC (Ironwood Health) to provide consultation and support to implement CalOptima Health's new care management system; and 2.) Authorized unbudgeted expenditures and appropriate funds in an amount of up to $500,000 from the Digital Transformation and Workplace Modernization Reserve to fund the***

Back to Agenda

expansion of the Ironwood Health services to provide industry expertise on the care management system implementation through October 31, 2023. (Motion carried 5-0-0; Directors Becerra, Mayorga and Shivers absent)

16. Authorize the Chief Executive Officer to Execute a Contract Amendment with Ankura Consulting Group, LLC to Provide Professional Services for Credentialing Process Review and Proposed Budget Allocation Changes in the CalOptima Health Fiscal Year 2022-23 Operating Budget

Action: ***On motion of Vice Chair Contratto, seconded and carried, the Board of Directors: 1.) Authorized the Chief Executive Officer to execute a contract amendment with Ankura Consulting Group (Ankura) to consult and conduct credentialing process review; and 2.) Authorized reallocation of budgeted but unused funds in the amount of $200,000 from Medi-Cal: Professional Fees in Audit & Oversight to Medi-Cal: Professional Fees in the Office of Compliance to fund the contract amendment through June 30, 2023. (Motion carried 5-0-0; Directors Becerra, Mayorga and Shivers absent)***

As Chair Corwin noted at the top of the meeting, he reordered the agenda to hear Board Member Comments and Board Committee Reports ahead of the Closed Session Agenda Items.

BOARD MEMBER COMMENTS AND BOARD COMMITTEE REPORTS

Supervisor Chaffee commented that in Orange County, there are workforce shortages with a number of different professions. One profession is the need for social workers. Supervisor Chaffee introduced a program that he and his staff have been working on for the past several months called the Orange County Behavioral Health Master and Social Work Stipend Program to Cal State Fullerton's Department of Social Work, which is part of Cal State Fullerton's College of Health Human Development. The program's goal is to incentivize the younger generation to consider obtaining a Master of Social Work (MSW). There already is a shortage of social workers and that shortage is growing. With recent events, including COVID-19 and homelessness, more individuals are experiencing behavioral health issues, and this program hopes to lessen the shortage of social workers by providing a stipend to students who choose to pursue an MSW at Cal State Fullerton. The stipend would help students with tuition and other costs, such as rent, to encourage students that do pursue a degree in social work to stay in the county and help care for people in need of these services. Supervisor Chaffee thanked Supervisor Sarmiento and his staff for their help and support. He also asked the CalOptima Health Board for its support of the program, which will go before the Orange County Board of Supervisor on May 16, 2023.

Supervisor Sarmiento said he and his staff are fully supportive of this program that Supervisor Chaffee and his staff are proposing. He noted that social workers are selfless individuals who work with people with behavioral health issues, people experiencing homelessness, and others and they are an important part of the community here in Orange County.

Back to Agenda

CLOSED SESSION

The Board adjourned to Closed Session at 3:07 p.m.: CS-1. Pursuant to Government Code Section 54956.75 (a) – Discuss Confidential Final Draft from the Bureau of State Audits; CS-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code Section 54956.8, Under Negotiation: Price and terms of payments, Property: 14851 Yorba Street & 165 N. Myrtle Avenue, Tustin, CA 92780, Agency Negotiator: David Kluth, John Scruggs, and Mai Hu, Newmark Knight Frank, Negotiating Parties: Yorba Myrtle LLC; and CS-3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code Section 54956.8, Under Negotiation: Price and terms of payments, Property: 7900 Garden Grove Avenue, Garden Grove, CA 92841, Agency Negotiators: David Kluth, and Mai Hu, Newmark Knight Frank, Negotiating Parties: Lvt, Inc.

The Board returned to Open Session at 4:24 p.m. and the Clerk reestablished a quorum.

ROLL CALL

Members Present: Clayton Corwin, Chair; Blair Contratto, Vice Chair; Supervisor Doug Chaffee; Clayton Chau, M.D. (non-voting); Supervisor Vicente Sarmiento; Trieu Tran, M.D. (at 2:11 p.m.)

Members Absent: Isabel Becerra; José Mayorga M.D.; Nancy Shivers

Chair Corwin noted for the record that there were no reportable actions taken in Closed Session.

ADJOURNMENT

Hearing no further business, Chair Corwin adjourned the meeting at 4:25 p.m.

/s/ Sharon Dwiers
Sharon Dwiers
Clerk of the Board

Approved: May 4, 2023

Back to Agenda

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken May 4, 2023
Regular Meeting of the CalOptima Health Board of Directors

Consent Calendar

6. Authorize and Direct Execution of an Amendment to CalOptima Health's Primary Agreement with the California Department of Health Care Services

Contact

John Tanner, Chief Compliance Officer (657) 235-6997

Recommended Actions

Authorize and direct the Chairman of the Board of Directors to execute an Amendment to the Primary Agreement between the California Department of Health Care Services and CalOptima Health related to the 2022-D Contract Amendment for Calendar Year 2022.

Background

As a County Organized Health System, CalOptima Health contracts with the California Department of Health Care Services (DHCS) to provide health care services to Medi-Cal beneficiaries in Orange County. In December 2016, CalOptima Health entered into a new four (4)-year agreement with the DHCS for the Primary Agreement. Amendments to this agreement are summarized in the attached appendix, including Amendment 62, which extends the Primary Agreement to December 31, 2023. The Primary Agreement contains, among other terms and conditions, the payment rates CalOptima Health receives from DHCS to provide health care services.

Discussion

Calendar Year (CY) 2022-D Contract Amendment to the Primary Agreement (July 1, 2022 through December 31, 2022)

On February 13, 2023, DHCS provided managed care plans (MCPs) with a draft version of the CY 2022-D Contract Amendment and notified MCPs that DHCS will submit the amendment to the Centers for Medicare & Medicaid Services (CMS) at a later date.

The agreement amendment contains notable language changes effective July 1, 2022, and DHCS has generally already implemented the requirements of the CY 2022-D agreement amendment by issuing sub-regulatory guidance such as All Plan Letters (APLs). Simultaneously, DHCS has been working with CMS to formalize the requirements in DHCS's agreements with MCPs, including CalOptima Health. DHCS's implementation of these requirements via sub-regulatory guidance prior to the formal inclusion of the requirements in MCP agreements is largely due to the lengthy CMS review process. While the contractual obligations are retroactive, CalOptima Health staff has implemented the required operational changes and other contractual requirements by following the DHCS APL and sub-regulatory guidance.

The amendment does not contain any rate changes or otherwise set any rates. Staff received finalized CY 2022 rates from the DHCS and received authority to execute that agreement amendment during the March 2022 meeting of the Board of Directors

Back to Agenda

DHCS has only shared a boilerplate agreement amendment with CalOptima Health at this time and has noted that certain provisions of the boilerplate will be absent in the MCP-specific amendments that are ultimately provided for signature, as appropriate. If the final agreement amendments are not consistent with staff's understanding as presented in this document, or if it includes substantive and unexpected language changes, staff will return to the Board of Directors for subsequent consideration.

Fiscal Impact

The recommended action to execute the CY 2022-D contract amendment to the Primary Agreement with DHCS is expected to be budget neutral to CalOptima Health. Staff projects that estimated Medi-Cal revenue based on CY 2022 rates included in the Fiscal Year 2022-23 Operating Budget will be sufficient to cover anticipated member medical costs.

Rationale for Recommendation

CalOptima Health's execution of the CY 2022 agreement amendment to its Primary Agreement with DHCS is necessary for the continued operation of CalOptima Health's Medi-Cal program.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachments

1. Appendix summary of amendments to Primary Agreements with DHCS
2. CY 2022-D Amendment
3. Additional CY 2022-D Contract Amendment Detail

/s/ Michael Hunn *04/26/2023*

Authorized Signature **Date**

Back to Agenda

APPENDIX TO AGENDA ITEM 6

The following is a summary of amendments to the Primary Agreement approved by the CalOptima Health Board of Directors (Board) to date:

Amendments to Primary Agreement	Board Approval
A-01 provided language changes related to Indian Health Services, home and community-based services, and addition of aid codes effective January 1, 2009.	October 26, 2009
A-02 provided rate changes that reflected implementation of the gross premiums tax authorized by AB 1422 (2009) for the period January 1, 2009, through June 30, 2009.	October 26, 2009
A-03 provided revised capitation rates for the period July 1, 2009, through June 30, 2010; and rate increases to reflect the gross premiums tax authorized by AB 1422 (2009) for the period July 1, 2009, through June 30, 2010.	January 7, 2010
A-04 included the necessary contract language to conform to AB X3 (2009), to eliminate nine (9) Medi-Cal optional benefits.	July 8, 2010
A-05 provided revised capitation rates for the period July 1, 2010, through June 30, 2011, including rate increases to reflect the gross premium tax authorized by AB 1422 (2009), the hospital quality assurance fee (QAF) authorized by AB 1653 (2010), and adjustments for maximum allowable cost pharmacy pricing.	November 4, 2010
A-06 provided revised capitation rates for the period July 1, 2010, through June 30, 2011, for funding for legislatively mandated rate adjustments to Long Term Care facilities effective August 1, 2010; and rate increases to reflect the gross premiums tax on the adjusted revenues for the period July 1, 2010, through June 30, 2011.	September 1, 2011
A-07 included a rate adjustment that reflected the extension of the supplemental funding to hospitals authorized in AB 1653 (2010), as well as an Intergovernmental Transfer (IGT) program for Non-Designated Public Hospitals (NDPHs) and Designated Public Hospitals (DPHs).	November 3, 2011
A-08 provided revised capitation rates for the period July 1, 2010, through June 30, 2011, for funding related to the Intergovernmental Transfer (IGT) Agreement between CalOptima and the University of California, Irvine.	March 3, 2011
A-09 included contract language and supplemental capitation rates related to the addition of the Community Based Adult Services (CBAS) benefit in managed care plans.	June 7, 2012

Back to Item

Back to Agenda

A-10 included contract language and capitation rates related to the transition of Healthy Families Program (HFP) subscribers into CalOptima's Medi-Cal program	December 6, 2012
A-11 provided capitation rates related to the transition of HFP subscribers into CalOptima's Medi-Cal program.	April 4, 2013
A-12 provided capitation rates for the period July 1, 2011 to June 30, 2012.	April 4, 2013
A-13 provided capitation rates for the period July 1, 2012 to June 30, 2013	June 6, 2013
A-14 extended the Primary Agreement until December 31, 2014	June 6, 2013
A-15 included contract language related to the mandatory enrollment of seniors and persons with disabilities, requirements related to the Balanced Budget Amendment of 1997 (BBA) and Health Insurance Portability and Accountability Act (HIPAA) Omnibus Rule	October 3, 2013
A-16 provided revised capitation rates for the period July 1, 2012, through June 30, 2013 and revised capitation rates for the period January 1, 2013, through June 30, 2014 for Phases 1, 2 and 3 transition of Healthy Families Program (HFP) children to the Medi-Cal program	November 7, 2013
A-17 included contract language related to implementation of the Affordable Care Act, expansion of Medi-Cal, the integration of the managed care mental health and substance use benefits and revised capitation rates for the period July 1, 2013 through June 30, 2014.	December 5, 2013
A-18 provided revised capitation rates for the period July 1, 2013, through June 30, 2014.	June 5, 2014
A-19 extended the Primary Agreement until December 31, 2015 and included language that incorporates provisions related to **Medicare Improvements for Patients and Providers Act** (MIPPA)-compliant contracts and eligibility criteria for Dual Eligible Special Needs Plans (D-SNPs)	August 7, 2014
A-20 provided revised capitation rates for the period July 1, 2012, through June 30, 2013, for funding related to the Intergovernmental Transfer (IGT) Agreement between CalOptima and the University of California, Irvine and Optional Targeted Low-Income Child Members	September 4, 2014
A-21 provided revised 2013-2014 capitation rates.	November 7, 2013
A-22 revised capitation rates for Fiscal Year (FY) 2013-14 and added an aid code to implement Express Lane/CalFresh Eligibility	November 6, 2014
A-23 revised ACA 1202 rates for January – June 2014, established base capitation rates for FY 2014-2015, added an aid code related to the OTLIC and AIM programs, and contained language revisions related to supplemental payments for coverage of Hepatitis C medications.	December 4, 2014
A-24 revises capitation rates to include SB 239 Hospital Quality Assurance Fees for the period January 1, 2014 to June 30, 2014.	May 7, 2015
A-25 extends the contract term to December 31, 2016. DHCS is obtaining a continuation of the services identified in the original agreement.	May 7, 2015

Back to Item

Back to Agenda

A-26 adjusts the 2013-2014 Intergovernmental Transfer (IGT) rates.	May 7, 2015
A-27 adjusts 2013-2014 capitation rates for Optional Expansion and SB 239.	May 7, 2015
A-28 incorporates language requirements and supplemental payments for BHT into primary agreement.	October 2, 2014
A-29 added optional expansion rates for January- June 2015; also added updates to MLR language.	April 2, 2015
A-30 incorporates language regarding Provider Preventable Conditions (PPC), determination of rates, and adjustments to 2014-2015 capitation rates with respect to Intergovernmental Transfer (IGT) Rate Range and Hospital Quality Assurance Fee (QAF).	December 1, 2016
A-31 extends the Primary Agreement with DHCS to December 31, 2020.	December 1, 2016
A-32 incorporates base rates for July 2015 to June 2016 with Behavioral Health Treatment (BHT) and Hepatitis–C supplemental payments, and Partial Dual/Medi-Cal only rates, and added aid codes 4U, and 2P–2U as covered aid codes.	February 2, 2017
A-33 incorporates base rates for July 2016 to June 2017.	February 2, 2017
A-34 incorporates revised Adult Optional Expansion rates for January 2015 to June 2015. These rates were revised to include the impact of the Hospital Quality Assurance Fee (HQAF) required by Senate Bill (SB) 239.	June 1, 2017
A–35 incorporates Managed Long–Term Services and Supports (MLTSS) into CalOptima's Primary Agreement with the DHCS.	March 6, 2014 February 2, 2017
A–36 incorporates revised base rates for July 2015 to June 2016.	December 7, 2017
A–37 incorporates revised base rates for July 2016 to June 2017.	February 7, 2019
A–38 incorporates full dual rates for Calendar Year (CY) 2015	August 1, 2019
A–39 incorporates full dual rates for Calendar Year (CY) 2016	August 1, 2019
A-40 incorporates Final Rule contract language.	June 1, 2017 February 6, 2020
A-41 incorporates base rates for July 2017 to June 2018, Transportation, American Indian Health Program, Mental Health Parity, CCI updates and Adult Expansion Risk Corridor language for SFY 2017-18.	December 7, 2017 June 7, 2018 February 6, 2020
A-42 incorporated revised base rates for July 2017 to June 2018, directed payments language and mental health parity documentation requirements.	August 1, 2019
A–43 incorporates revises Hospital Quality Assurance Fee (HQAF) rates for January 1, 2017 to June 30, 2017.	August 1, 2019
A-44 incorporates full dual rates for Calendar Year (CY) 2017.	August 1, 2019
A–45 incorporates the new requirements of the 2018 Final Rule Amendment, Behavioral Health Treatment (BHT) and State Fiscal Year (SFY) 2018 – 19 capitation rates	June 7, 2018 August 1, 2019 August 6, 2020
A-46 incorporates full dual rates for Calendar Year (CY) 2018.	August 1, 2019
A-47 incorporates full dual rates for Calendar Year (CY) 2019.	October 1, 2020

Back to Item

Back to Agenda

A-48 incorporates new Bridge Period, Health Homes Program (HHP) and Whole Child Model (WCM) language and adds 2019 – 2020 capitation rates	June 7, 2018 October 1, 2020 February 4, 2021
A-49 extends the Primary Agreement with DHCS to December 31, 2021	November 5, 2020
A-50 incorporates full dual rates for Calendar Year (CY) 2020.	February 4, 2021
A-51 incorporates full dual rates for Calendar Year (CY) 2021.	February 4, 2021
A-52 incorporates Calendar Year (CY) 2021 base amendment contract language.	October 7, 2021
A-53 incorporates Calendar Year (CY) 2021 fall amendment contract language.	October 7, 2021
A-54 extends the Primary Agreement with DHCS to December 31, 2022.	October 7, 2021
A-55 incorporates full dual rates for Calendar Year (CY) 2022.	March 3, 2022
A-56 incorporates updated Bridge Period (July 1, 2019 – December 31, 2020) capitation payment rates that are now split into rates for Satisfactory Immigration Status (SIS) and Unsatisfactory Immigration Status (UIS) members, and includes new corresponding rate tables that split each existing category into a SIS and UIS version.	October 1, 2020
A-57 incorporates Calendar Year (CY) 2022 risk mitigation language.	March 3, 2022
A-58 incorporates the COVID Vaccination Incentive Program.	March 3, 2022
A-59 incorporates new Calendar Year (CY) 2022 capitation rates and benefit changes implemented in CY 2022	August 5, 2021 March 3, 2022 August 4, 2022
A-60 incorporates new benefits changes for Calendar Year (CY) 2022.	August 4, 2022
A-62 extends the Primary Agreement with DHCS to December 31, 2023.	May 5, 2022
A-63 incorporates new benefits changes for Calendar Year (CY) 2023.	February 2, 2023

The following is a summary of amendments to the Secondary Agreement approved by the CalOptima Health Board of Directors (Board) to date:

Amendments to Secondary Agreement	Board Approval
A-01 implemented rate amendments to conform to rate amendments contained in the Primary Agreement with DHCS (08-85214).	July 8, 2010
A-02 implemented rate adjustments to reflect a decrease in the statewide average cost for Sensitive Services for the rate period July 1, 2010 through June 30, 2011.	August 4, 2011
A-03 extended the term of the Secondary Agreement to December 31, 2014.	June 6, 2013
A-04 incorporates rates for the periods July 1, 2011 through June 30, 2012, and July 1, 2012 through June 30, 2013 as well as extends the current term of the Secondary Agreement to December 31, 2015	January 5, 2012 (FY 11-12 and FY 12-13 rates) May 1, 2014 (term extension)

Back to Item

Back to Agenda

A-05 incorporates rates for the periods July 1, 2013 through June 30, 2014, and July 1, 2014 through June 30, 2015. For the period July 1, 2014 through June 30, 2015, Amendment A-05 also adds funding for the Medi-Cal expansion population for services provided through the Secondary Agreement.	December 4, 2014
A-06 incorporates rates for the period July 1, 2015 onward. A-06 also extends the term of the Secondary Agreement to December 31, 2016.	May 7, 2015 (term extension) Ratification of rates requested April 7, 2016
A-07 extends the Secondary Agreement with the DHCS to December 31, 2020.	December 1, 2016
A–08 incorporates Adult & Family/Optional Targeted Low–Income Child and Adult Expansion rates for July 2016 to June 2017 and July 2017 to June 2018.	December 6, 2018
A-10 extends the Secondary Agreement with DHCS to December 31, 2021	November 5, 2020
A-12 extends the Secondary Agreement with DHCS to December 31, 2022.	October 7, 2021
Agreement 22-20494 incorporates both Hyde services ("Private Services") and the new Unsatisfactory Immigration Status members from January 1, 2023 to December 31, 2023.	December 1, 2022
A-01 incorporates rates for CY 2023 for Hyde services (now referred to as "Private Services") and the new Unsatisfactory Immigration Status (UIS) members.	December 1, 2022

The following is a summary of amendments to Agreement 16-93274 approved by the CalOptima Health Board of Directors (Board) to date:

Amendments to Agreement 16-93274	Board Approval
A-01 extends the Agreement 16-93274 with DHCS to December 31, 2018.	August 3, 2017
A–02 extends the Agreement 16–93274 with DHCS to December 31, 2019	June 7, 2018
A–03 extends the Agreement 16–93274 with DHCS to December 31, 2020	May 2, 2019
A–04 extends the Agreement 16–93274 with DHCS to December 31, 2021	June 4, 2020
A–05 extends the Agreement 16–93274 with DHCS to December 31, 2022.	June 3, 2021
A-06 extends Agreement 16 – 93274 with DHCS to December 31, 2023.	May 5, 2022
A-07 extends Agreement 16 – 93274 with DHCS to December 31, 2023.	October 6, 2022
A-08 extends Agreement 16 – 93274 with DHCS to December 31, 2023.	Not applicable due to non – substantive changes.

Back to Item

Back to Agenda

The following is a summary of amendments to Agreement 17–94488 approved by the CalOptima Health Board of Directors (Board) to date:

Amendments to Agreement 17-94488	Board Approval
A-01 enables DHCS to fund the development of palliative care policies and procedures (P&Ps) to implement California Senate Bill (SB) 1004.	December 7, 2017

Back to Item

Back to Agenda

IV. Exhibit A, Attachment 6, PROVIDER NETWORK, Provision 12, is amended to read:

12. Subcontractor Reports

A. Contractor shall submit to DHCS, a quarterly report containing the names of all Subcontractors, including health maintenance organizations, independent physician associations, medical groups, and FQHCs and their contracting health maintenance organizations, independent physician associations, medical groups, and FQHCs. The report must be sorted by Subcontractor type, indicating the county or counties in which Members are served. In addition, the report should also indicate where relationships or affiliations exist between direct and indirect Subcontractors. The report shall be submitted within 30 calendar days following the end of the reporting quarter.

B. Subcontractor Network Certification

1) Contractor must develop, implement, and maintain a process to annually certify its Subcontractors' Networks that provide Medi-Cal Covered Services for compliance with Network Ratios set forth in Exhibit A, Attachment 6, Provision 2, Network Composition, and Provision 3, Provider to Member Ratios, Exhibit A, Attachment 9, Access and Availability, Provision 4, Access Standards, and Provider Network requirements set forth in Exhibit A, Attachment 6, Provision 2, Network Composition, of this Contract.

2) Contractor must submit complete and accurate Network Provider and Subcontractors' Network Provider data, as set forth in Exhibit A, Attachment 3, Management Information System, Provision 7, Program Data Reporting.

3) Contactor must have a process in place to impose Corrective Action and sanctions and report to DHCS, as specified by DHCS, when a Subcontractor's Network that provides Medi-Cal Covered Services fail to meet Network adequacy standards as set forth in APL 21-006. Contractor must ensure all Members assigned to a Subcontractor's Network that is under a Corrective Action continue to receive access to Medically Necessary Covered Services within timely access standards and applicable time or distance standards as set forth in Exhibit A, Attachment 9, Access and Availability, Provision 4,

Back to Item

Back to Agenda

Access Standards, by supplementing the Subcontractor's Network until the Corrective Action is resolved.

4) **Contractor must submit the results of its Subcontractor Network certification to DHCS annually in a format specified by DHCS and post its submitted certification on its website at www.dhcs.ca.gov.**

V. Exhibit A, Attachment 10, SCOPE OF SERVICES, Provision 8, is amended to add:

6. Services for Adults

B. Adult Preventive Services

Contractor ~~shall~~ **must** cover and ensure the delivery of all preventive services and Medically Necessary diagnostic and treatment services for adult Members.

3) **Contractor must ensure the provision of an annual cognitive health assessment for Members who are 65 years of age or older, and are otherwise ineligible to receive a similar assessment as part of a Medicare annual wellness visit.**

8. Services for All Members

I. Asthma Preventive Services (APS)

Contractor must ensure availability of APS, including clinic-based and home-based asthma self-education, and in-home environmental trigger assessments for all Members with a diagnosis of asthma. APS may be provided by a Physician or a Non-Physician Medical Practitioner, or a licensed practitioner of the healing arts within their scope of practice. APS may also be provided by unlicensed Providers, which may include Community Health Workers (CHW), who have met the qualifications of an APS Provider and are providing these services under a supervising Physician or Non-Physician Medical Practitioner, clinic, hospital, local health jurisdiction, or community-based organization.

Back to Item

Back to Agenda

J. Community Health Workers (CHW) Services

1) Contractor must ensure availability of CHW Services to all Members that meet the eligibility criteria in accordance with 42 CFR section 440.130(c).

2) Contractor must adhere to DHCS guidance on service definitions, eligible populations, and CHW provider parameters as stated in APL 22-016.

3) CHW Provider and Supervising Provider Requirements

a) Contractor must determine, verify, and validate CHW providers can provide CHW Services in an effective manner consistent with culturally and linguistically appropriate care.

b) CHW providers must have lived experience that aligns with and provides a connection between CHW and the Member population being served in accordance with APL 22-016.

c) Contractor must contract with a Supervising Provider to oversee CHW providers and the services delivered to Members. CHW providers cannot be supervised by a community-based organization (CBO) or a local health jurisdiction (LHJ) that does not have a licensed Provider on staff.

d) Contractor must ensure that Network Providers and Subcontractors contracting with or employing CHWs to provide Covered Services have adequate supervision and training.

e) Contractor must ensure CHW providers demonstrate, and Supervisor Providers maintain evidence of, minimum qualifications through the CHW certificate pathway, Violence Prevention certificate pathway, or Work Experience pathway, as described in APL 22-016.

f) Contractor must have a process for verifying qualifications and experience of Supervising Providers, which must extend to individuals employed by, or

Back to Item

Back to Agenda

delivering CHW Services on behalf of, the Supervising Provider.

g) **Contractor must ensure Supervising Providers and CHW providers comply with all applicable State and federal laws and regulations, Contract requirements, and other DHCS guidance, including APLs and Policy Letters.**

K. CHW Provider Capacity

1) **Contractor must ensure and monitor appropriate adequate Provider Networks within its Service Area, including for CHW Services.**

2) **Contractor must use data-driven approaches to determine and understand priority populations eligible for CHW Services, including but not limited to, using past and current Member utilization/encounters, frequent hospital admissions or emergency department visits, demographic and Social Drivers of Health data, referrals from the community, and needs assessments.**

L. Identifying Members for CHW

1) **Contractor must require a referral for CHW Services submitted by a Physician or other licensed practitioner of the healing arts within their scope of practice under State law.**

2) **Contractor must accept recommendations for CHW Services from other licensed practitioners, whether they are in the Network or Out-of-Network Providers, within their scope of practice, including physician assistants, nurse practitioners, clinical nurse specialists, podiatrists, nurse midwives, licensed midwives, registered nurses, public health nurses, psychologists, licensed marriage and family therapists, licensed clinical social workers, licensed professional clinical counselors, dentists, registered dental hygienists, licensed**

Back to Item

Back to Agenda

educational psychologists, licensed vocational nurses, and pharmacists.

VI. Exhibit A, Attachment 14, MEMBER GRIEVANCE AND APPEAL SYSTEM, is amended to read:

1. Member Grievance and Appeal System

Contractor shall have in place a system in accordance with ~~Title~~ 28~~,~~ CCR~~,~~ S**s**ection**s** 1300.68 and 1300.68.01, 22 CCR S**s**ection 53858, Exhibit A, Attachment 13, Provision 3, Paragraph F.13), and 42 CFR **sections 438.228 and** 438.402**0**-424. Contractor shall follow Grievance and Appeal requirements, and use all notice templates included in APL 21-011. Contractor shall ensure that its Grievance and Appeal system meets the following requirements:

3. Grievance and Appeal Log and Monthly ~~Quarterly~~ Grievance and Appeal Report

A. Contractor ~~shall accurately~~ **must** maintain **records of Grievances and Appeals in a manner** ~~and make~~ accessible to DHCS and ~~have available for~~ **to the Centers for Medicare and Medicaid Services (**CMS**),** upon request~~, Grievance and Appeal logs, including copies of Grievance and Appeal logs of any Subcontractor delegated responsibility to maintain and resolve Grievances. Grievance and Appeal logs shall include all the required information set forth in Title 22 CCR Section 53858(e). B. The report shall include Grievances and Appeals handled by Subcontractors.~~ **The record of each Grievance or Appeal must contain, at a minimum, all information set forth in 42 CFR section 438.416(b).** Contractor ~~shall~~ **must** ensure that all documents **and records, whether in written or electronic format, must be** generated or obtained by Contractor in the course of responding to **Adverse Benefit Determinations (ABD)**, Grievances, Appeals, and Independent Medical Reviews **(IMR)** are retained for at least **ten (**10**)** years pursuant to 42 CFR **section** 438.3(u).

~~C~~**B**. Contractor ~~shall~~ **must** submit a monthly Grievance and Appeal report for Medi-Cal Members only in the form that is required by and submitted to **Department of Managed Health Care (**DMHC**)**, as set forth in ~~Title~~ 28 CCR S**s**ection 1300.68(f), with additional information required by DHCS per 42 CFR **section** 438.416 and 22 CCR section 53858(e).

C. Contractor must comply with the requirements set forth in Exhibit A, Attachment 3, Management Information System, of this Contract for

Back to Item

Back to Agenda

the reporting of Grievance and Appeal data.

XVII. Exhibit A, Attachment 17, REPORTING REQUIREMENTS, is amended to read:

Contract Section	Requirement	Frequency
Attachment 6 PROVIDER NETWORK		
12. **A.** Subcontractor Reports **B. Subcontractor Network Certification**	Plan Subcontractors Report **Subcontractor Network Certification**	Quarterly **Annually**
Attachment 14 MEMBER GRIEVANCE AND APPEAL SYSTEM		
3. Grievance and Appeal Log and ~~Quarterly~~ **Monthly** Grievance and Appeal Report	Grievance and Appeal Repo rt	~~Quarterly~~ **Monthly**

VII. Exhibit A, Attachment 18, IMPLEMENTATION PLAN AND DELIVERABLES, Provision 10, is amended to add:

10. Scope of Services

L. Submit policies and procedures for the provision of:

6. Asthma Preventive Services (APS)

P. Contractor must submit to DHCS, for review and approval, a CHW Integration Plan describing the strategies for supporting CHW

Back to Item

Back to Agenda

integration and its approach for building sustainable infrastructure and supports.

14. Member Grievance and Appeal System

C. Submit format for ~~Quarterly~~ **Monthly** Grievance and Appeal Log and Report.

VIII. Exhibit A, Attachment 20, BEHAVIORAL HEALTH SERVICES, Provision 4, is amended to read:

4. Non-Specialty Mental Health Care Services (NSMHS) Providers

B. In order to determine whether NSMHS and substance use disorder services are Medically Necessary, Contractor ~~shall~~ **must** apply the criteria of Medical Necessity as stated in APL ~~17-016~~ **21-014** and ~~17-018~~**22-006**.

IX. Exhibit E, Attachment 1, DEFINTIONS, is amended to add:

Asthma Preventive Services (APS) means preventive health services delivered to prevent asthma that include evidence-based asthma self-management education and in-home environmental trigger assessments, consistent with the National Institutes of Health's Guidelines for the Diagnosis and Management of Asthma.

Community Health Workers (CHW) mean an individual known by a variety of job titles, such as promotores, community health representatives, navigators, and other non-licensed public health workers, including violence prevention professionals, and as set forth in APL 22-016.

CHW Services means preventive health services delivered by a CHW to prevent disease, disability, and other health conditions or their progression; to prolong life; and to promote physical and mental health. CHW Services can be provided in individual or group sessions. CHW Services may be provided virtually or in-person with locations in any setting including, but not limited to, outpatient clinics, hospitals, homes, or community settings. CHW Services do not include any service that requires a license.

Federally Qualified Health Center (FQHC) means an entity defined in Section 1905 of the Social Security Act (42 **United States Code (**USC**)** ~~S~~**s**ection 1396d(l)(2)(B)).

Back to Item

Back to Agenda

Partial Dual Eligible Member means a Member who is 21 years of age or older and is eligible for Medi-Cal~~,~~ and who is also eligible for benefits under either Medicare Part A (42 ~~U.S.C. Sec.~~ **USC section** 1395c et seq.) or Medicare Part B (42 ~~U.S.C. Sec.~~ **USC section** 1395j et seq.).

Supervising Provider means a licensed Provider, a hospital, an outpatient clinic, a local health jurisdiction (LHJ), or a community-based organization (CBO).

X. All rights, duties, obligations and liabilities of the parties hereto otherwise remain unchanged.

Back to Item

Back to Agenda

Additional CY 2022-D Contract Amendment Detail

Category	Requirement	Sub-Regulatory Guidance
Subcontracted Network Certification (SNC)	-Develop, implement, and maintain a process to annually certify Subcontractors' Networks. -Ensure processes are in place when Subcontractor's Network fails to meet network adequacy standards. -Submit the results of SNC to DHCS on an annual basis.	All – Plan Letter (APL) 23-001: Network Certification Requirements
Covered Services	-Provide annual cognitive health assessment for members 65 of age or older and otherwise ineligible to receive a similar assessment. -Ensure availability of Asthma Preventive Services (APS), including clinic – based and home – based asthma self – education and all in – home environmental trigger assessments for all members with an asthma diagnosis. -Incorporates Community Health Worker (CHW) requirements such as CHW provider and supervising provider requirements, provider capacity, and identifying members for CHW.	-APL 22-025: Responsibilities for Annual Cognitive Health Assessment for Eligible Members 65 Years of Age or Older - APL 22-016 Community Health Worker Services Benefit
Terminology Changes	- Update terms and definitions used in the agreement.	

Back to Item

Back to Agenda

CalOptima Health Board Action Agenda Referral

Action To Be Taken May 4, 2023
Regular Meeting of the CalOptima Health Board of Directors

Consent Calendar

7. Authorize and Direct Execution of Amendment 09 to Agreement 16-93274 (Care Coordination Agreement) with the California Department of Health Care Services in Order to Continue Operation of the Dual Eligible Special Needs Plan OneCare Program

Contact

John Tanner, Chief Compliance Officer, (657) 235-6997

Recommended Action

Authorize and direct the Chairman of the Board of Directors (Board) to execute Amendment 09 to the Care Coordination Agreement between CalOptima Health and the Department of Health Care Services (DHCS) in order to continue operation of OneCare, CalOptima Health's Dual Eligible Special Needs Plan (D-SNP).

Background

As a County Organized Health System, CalOptima Health contracts with the DHCS to provide health care services to Medi-Cal beneficiaries in Orange County. In January 2009, CalOptima entered into a new, five (5)-year Primary Agreement with the DHCS. The Primary Agreement contains, among other terms and conditions, the payment rates CalOptima Health receives from DHCS to provide health care services. Until 2016, the Primary Agreement included language that incorporated provisions related to the Medicare Improvements for Patients and Providers Act (MIPPA) and eligibility criteria for the D-SNP.

In 2016, DHCS extracted the MIPPA-compliant language from the Primary Agreement and placed it in the standalone Care Coordination Agreement, also referred to as the State Medicaid Agency Contract (SMAC) by the Centers for Medicare and Medicaid Services (CMS). The CalOptima Health Chairman executed the Care Coordination Agreement, which was ratified by the Board at the August 2016 Board meeting. Since then, there have been eight amendments to the Care Coordination Agreement, summarized in the attached Appendix 1. The existing Care Coordination Agreement is set to terminate on December 31, 2023, and contains no payment rates.

Via the Care Coordination Agreement with DHCS and the Medicare Advantage contract with CMS, CalOptima Health operates the OneCare line of business as an Exclusively Aligned Enrollment (EAE) Integrated D-SNP, meaning that OneCare offers care coordination of the Medi-Cal and Medicare services to members that are enrolled with CalOptima Health for both Medicare and Medi-Cal.

Discussion

Amendment to Agreement 16-93274 (Care Coordination Agreement)

On March 13, 2023, DHCS provided CalOptima Health with a draft SMAC amendment to extend the Care Coordination Agreement through December 31, 2024.

Back to Agenda

CMS requires that plans renewing their D-SNP programs submit evidence of a MIPPA-compliant SMAC contract for the 2024 contract year no later than July 1, 2023. Executing Amendment 09 to the Care Coordination Agreement is required in order for CalOptima Health to meet CMS's filing requirements and to continue operating CalOptima Health's D-SNP (OneCare) in contract year 2024. CalOptima Health has requested that DHCS send the final amendment to CalOptima Health as soon as possible in order to allow for immediate signature by CalOptima Health and prompt return to DHCS for counter-signature.

Amendment 09 contains language changes in addition to the extension of the expiration date. DHCS has only shared boilerplate contract amendments with CalOptima at this time. If the final contract amendment is not consistent with staff's understanding as presented in this document, or if it includes substantive and unexpected language changes, staff will return to the Board for further consideration. Attachment 3 "Additional CY 2024 Agreement 16 – 93274 Detail" includes further information regarding the language changes contained within the Care Coordination Agreement.

Fiscal Impact
The recommended action is operational in nature. Staff will include related OneCare expenses in future operating budgets.

Rationale for Recommendation
CalOptima Health's execution of Amendment 09 to the Care Coordination Agreement with the DHCS is necessary to ensure that CalOptima Health meets CMS requirements to continue operating the OneCare program during 2024.

Concurrence
James Novello, Outside General Counsel, Kennaday Leavitt

Attachments
1. Appendix summary of amendments to Agreements with DHCS
2. 2024 Draft Amendment to Agreement 16-93274
3. Additional CY 2024 Agreement 16 – 93274 Detail

/s/ Michael Hunn *04/26/2023*
Authorized Signature **Date**

Back to Agenda

APPENDIX TO AGENDA ITEM 7

The following is a summary of amendments to Agreement 16-93274 approved by the CalOptima Board of Directors (Board) to date:

Amendments to Agreement 16-93274	Board Approval
A-01 extends the Agreement 16-93274 with DHCS to December 31, 2018.	August 3, 2017
A–02 extends the Agreement 16–93274 with DHCS to December 31, 2019	June 7, 2018
A–03 extends the Agreement 16–93274 with DHCS to December 31, 2020	May 2, 2019
A–04 extends the Agreement 16–93274 with DHCS to December 31, 2021	June 4, 2020
A–05 extends the Agreement 16–93274 with DHCS to December 31, 2022.	June 3, 2021
A–06 extends the Agreement 16–93274 with DHCS to December 31, 2023.	May 5, 2022
A–07 ratification to the Agreement 16–93274 to correct citation related to appeals and grievances in Exhibit A, Attachment 1: Coordination of Care, Section 18: Additional Guidance; and an update to amend the Information Sharing requirements outlined in Exhibit A, Attachment 1, Section 1.G of the amendment. **A–08** No changes in rates. Additional language updates for Section 18: Additional Guidance, for integrated appeals and grievance requirements for EAE D-SNPs. Added a definition for Care Coordinator, which previously existed.	October 6, 2022 Non-substantive language, therefore not brought to the BOD for additional ratification of the 2023 Amendment.

Back to Item

Back to Agenda

Exhibit A
SCOPE OF WORK

Exclusively Aligned Enrollment D-SNP

1. Service Overview

This Contract is being executed with this Contractor that is a Dual Eligible Special Needs Plan (D-SNP), <INSERT D-SNP LEGAL ENTITY NAME>, that will be referred to in this Contract as D-SNP Contractor. D-SNP Contractor parent organization <INSERT D-SNP PARENT ORGANIZATION LEGAL NAME> also holds a Medi-Cal Managed Care Contract with DHCS, or is a subcontracted delegate health plan as defined in Welfare and Institutions Code 14184.208(h)(6).

This D-SNP Contract is a Care Coordination and benefit coordination agreement. D-SNP Contractor is responsible for coordinating the delivery of all benefits covered by both Medicare and Medi-Cal, including those benefits not covered by the Medicare Advantage health plan under whose authority the D-SNP Contractor operates, and the Medi-Cal benefits identified in the Exhibit H attachment to this Contract and referenced below in Provision 3 of this Exhibit A. Coordination responsibility includes coordination of those Medi-Cal Services that are delivered via Medi-Cal Fee-For-Service (FFS), managed care, or other Medi-Cal delivery systems. These Medi-Cal benefits and services are defined in the contents of this D-SNP Contract.

2. Project Representatives

A. The project representatives during the term of this D-SNP Contract will be:

Department of Health Care Services	D-SNP Contractor
Managed Care Operations Division (MCOD) Attn: Manila Vongmany, Chief Procurement & Contract Development Branch	California Attn: President
Telephone: (916) 449-5000 FAX: (916) 449-5090	Telephone: Email:

B. Direct all inquiries to:

Department of Health Care Services	D-SNP Contractor
Managed Care Operations Division Attn: Michelle Retke, Division Chief	Name: Attn: President

Exhibit A
SCOPE OF WORK

MS 4408 P.O. Box 997413 Sacramento, CA 95899-7413	
Telephone: (916) 449-5000 Fax: (916) 449-5090	Telephone: Email:

Exhibit A
SCOPE OF WORK

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this D-SNP Contract.

3. See the following attachments for a detailed description of the services to be performed:

A. Exhibit A: Scope of Work

B. Exhibit H

Boilerplate EAE

Exhibit A, Attachment 1
COORDINATION OF CARE

1. Care Coordination

This D-SNP Contract is a Care Coordination and benefit coordination agreement between D-SNP Contractor and California Department of Health Care Services (DHCS). D-SNP Contractor is responsible for coordinating the delivery of all benefits and services covered by both Medicare and Medi-Cal, including when Medi-Cal Services are delivered via Medi-Cal FFS, managed care, or other Medi-Cal delivery systems. Without limitation, D-SNP Contractor shall coordinate care with providers and other entities for the Medi-Cal Services outlined in Exhibit H, when Medically Necessary for the Member. D-SNP Contractor must notify Members that D-SNP Contractor, and not the Member, is responsible for coordination of the Member's Medi-Cal Services.

A. For coordination of behavioral health services, including specialty mental health and substance use disorder services, D-SNP Contractor's will contact the Member's Medi-Cal Managed Care Health Plan (MCP) and/or the county behavioral agency for provider information and the coordination of behavioral health services. County behavioral health plan contact information can be found at the following link: https://www.dhcs.ca.gov/services/MH/MHSUD/Pages/CountyProgAdmins.aspx

B. For coordination of In-Home Support Services (IHSS), D-SNP Contractor will contact the County IHSS Office. County IHSS Office contact information can be found at https://www.cdss.ca.gov/inforesources/county-ihss-offices ;

C. For coordination of Medi-Cal dental benefits, D-SNP Contractor will contact the DHCS Dental Administrative Service Organization (ASO) for provider information and the coordination of dental benefits for members enrolled in Medi-Cal dental fee-for-service, or will contact the Dental Managed Care Plan for members enrolled in Medi-Cal Dental Managed Care. ASO contact information can be found at the following link: https://smilecalifornia.org/contact-us/

D. For coordination of Medi-Cal pharmacy benefits, D-SNP Contractor will contact Medi-Cal Rx, and contact information can be found at the following link: https://medi-calrx.dhcs.ca.gov/home/contact

E. If D-SNP Contractor offers Supplemental Benefits, as referenced in the Definition portion of this document, those services should be coordinated as needed to ensure the D-SNP Contractor tracks Member use of Supplemental Benefits and exhausts Supplemental Benefits prior to or concurrent with authorization of or referral for Medi-Cal benefits, including but not limited to Dental, Vision, Community Supports, and Behavioral Health.

F. D-SNP Contractor must additionally comply with State-specific Care Coordination requirements, which are fully outlined in the 2024 CalAIM Dual Eligible Special Needs Plan (D-SNP) Policy Guide available at https://www.dhcs.ca.gov/provgovpart/Pages/Dual-Special-Needs-Plans-%28D-SNP%29-Contract-and-Program-Guide.aspx .These State-specific requirements include:

1) Incorporating Medi-Cal data into the D-SNP risk stratification process;

2) Incorporating Medi-Cal Services and providers, including palliative care teams as appropriate, into the development and execution of the Member's care plan and care team, including Medi-Cal Services accessed through the aligned MCP as well as Medi-Cal FFS and other Medi-Cal delivery systems (including Home and Community-Based Services programs);

3) Assessment of caregiver support needs, if a Member identifies a caregiver, as part of the D-SNP assessment process;

4) Providing on at least an annual basis as feasible and with the Member's consent, face-to-face encounters for the delivery of health care or care management or care coordination services;

5) Incorporating dementia care specialists in care teams and encouraging primary care providers to leverage Dementia Care Aware resources for any primary care appointment to detect cognitive impairment;

6) Utilizing Long-Term Services and Supports (LTSS) liaisons in supporting care transitions;

7) Including four (4) or more populations of focus from the Medi-Cal Enhanced Care Management (ECM) program and demonstrating how the D-SNP contractor's model of care includes and reflects the delivery of ECM core services; and

8) Providing and coordinating inpatient and outpatient/community-based palliative care referrals and services for Members who meet Medi-Cal criteria for palliative care.

G. D-SNP Contractor is not responsible for the provision of or paying reimbursement for any Medi-Cal Services. D-SNP Contractor shall maintain a current knowledge and familiarity of Medi-Cal benefits through ongoing reviews of California laws, rules, policies, and further guidance as posted on the DHCS website or otherwise provided by DHCS. D-SNP Contractor shall coordinate with the aligned MCP to support Medi-Cal eligibility retention efforts to the extent permitted by law, and guidance from the Centers for Medicare & Medicaid Services (CMS) and DHCS. D-SNP Contractor shall timely coordinate Medi-Cal Services requiring referral and coordination of care as outlined in Exhibit H for its Members under this Contract.

This Provision details D-SNP Contractor's specific Medicare-Medi-Cal care coordination requirements. Medi-Cal Services are described in Title XIX of the Social Security Act, 42 CFR sections 440 and 441, the California Medicaid State Plan, Section 3.2, Provision 1 of this Attachment, the California CalAIM 1915(b) Waiver, Attachment III, the DHCS and Medi-Cal websites, and other relevant materials.

2. . Information Sharing

A. D-SNP Contractor is responsible for complying with State policy implementing federal information sharing requirements for D-SNPs per 42 CFR 422.107(d)(1), for the purpose of coordinating Medicare and Medi-Cal covered services between settings of care for all Members. This State policy is in addition to federal requirements for hospitals regarding electronic notifications listed in 42 CFR 482.24(d). The goal of the information sharing policy is for D-SNP Contractor, either directly or through contracted providers or other entities, to timely notify the Member's MCP of hospital and Skilled Nursing Facilities (SNF) admissions. Timely notification supports the coordination of and referrals to Medicare and Medi-Cal Covered Services, including home and community-based services.

B. To the extent permissible under applicable federal and State law and regulations, and not inconsistent with the Member's expressed privacy preferences, D-SNP Contractor will require their contracted hospitals and SNFs to use a secure email data exchange through a Health Information Organization, or an electronic process approved by DHCS, to inform D-SNP Contractor and the Member's MCP in a timely manner

of any hospital or SNF admissions for all Members.

1) D-SNP Contractor will require contracted hospitals to make this notification either immediately prior to, or at the time of, the Member's discharge or transfer from the hospital's inpatient services, if applicable.

2) As an alternative to the hospital's notification to the Member's MCP, D-SNP Contractor may notify the Member's MCP in the same timeframe and method referenced in Paragraph a) of any hospital admission, for all Members. D-SNP Contractor must coordinate any necessary Medicare and Medi-Cal services for the Member with the MCP.

3) To the extent permissible under applicable federal and State law and regulations, and not inconsistent with the Member's expressed privacy preferences, D-SNP Contractor will require their contracted SNFs to use a secure email, a data exchange through a Health Information Organization, or an electronic process approved by DHCS, to inform D-SNP Contractor and the Member's MCP of any SNF admission, discharge, or transfer for all Members. For SNF admissions, D-SNP Contractor will require contracted SNFs to make this notification within 48 hours after any SNF admission. For SNF discharges or transfers, D-SNP Contractor will require contracted SNFs to make this notification in advance if at all possible, or at the time of, the Member's discharge or transfer from the SNF.

4) As an alternative to the SNF's notification to the Member's MCP, D-SNP Contractor may notify the Member's MCP, in the same timeframe and method referenced in Paragraph c), of any SNF admission, discharge, or transfer for all Members. The D-SNP must coordinate any necessary Medicare and Medi-Cal services for the Member with the MCP.

5) In the event that the D-SNP Contractor authorizes another entity or entities to perform these notifications, D-SNP Contractor must retain responsibility for complying with this requirement. The D-SNP Contractor ultimately retains the responsibility for the notification requirements that are delegated to its contracted hospitals and SNFs.

C. D-SNPs will coordinate care management for their Members and facilitate Member access to needed LTSS to support care transitions.

3. OBJ Integrated Materials

A. D-SNP Contractor is responsible for providing integrated Member materials to Members. The State requirements described in this Paragraph are in addition to all existing Medicare marketing and communications requirements outlined in 42 CFR Part 422 Subpart V, 42 CFR Part 423 Subpart V, and 42 CFR section 438.10(d)(2) and as described in the Medicare Communications and Marketing Guidelines (MCMG).

1) Required integrated Member materials will include:

   a) Annual Notice of Change (ANOC);

   b) Member Handbook;

   c) Summary of Benefits;

   d) Member Identification (ID) Card;

   e) Provider/Pharmacy directory; and

   f) List of Covered Drugs (Formulary).

2) D-SNP Contractor must have a Single Member services/customer service phone number for Members to contact D-SNP Contractor regarding their Medicare or Medi-Cal plan and benefits. D-SNP Contractor must use the Single Member Services phone number in all Integrated Materials.

3) D-SNP Contractor must include information about Medi-Cal Dental benefits in marketing materials. D-SNP Contractor must include information about Medi-Cal Dental benefits in any materials that provide member information about D-SNP Dental Supplemental Benefits.

4) D-SNP Contractor will be required to make all integrated Member materials available in the threshold languages for their aligned MCP Service Area. Threshold languages include both:

   a) Medicare's five percent (5%) threshold for language translation as outlined in 42 CFR sections 422.2268(a)(7) and 432.2268(a)(7); and

b) DHCS' prevalent language requirements (the DHCS threshold and concentration standard languages), as specified in annual guidance to D-SNP Contractor on specific translation requirements for their Service Areas.

5) D-SNP Contractor must have a process for ensuring that Members can make a standing request to receive materials in alternative formats and in all non-English languages, at the time of request and on an ongoing basis thereafter. The process should include how the D-SNP Contractor will keep a record of the Member's information and utilize it as an ongoing standing request so the Member does not need to make a separate request for each item of material, and how a member can change a standing request for preferred language and/or format.

6) D-SNP Contractor must identify in its provider directory those providers that accept both Medicare and Medi-Cal (providers that are currently registered providers under Medi-Cal and are also within D-SNP Contractor's network, including Medi-Cal Dental providers). D-SNP Contractor must comply with existing federal and State guidelines regulating print and online provider directories. Print and online directories for D-SNP Contractor must reflect all contracted and in-network providers for D-SNP Members. The provider directories must show the providers that are in the D-SNP Medicare and/or Medi-Cal networks in a clear manner for Members.

7) Additional guidance including the submission and review process for integrated Member materials is fully outlined in the CalAIM Dual Eligible Special Needs Plan (D-SNP) Policy Guide available at https://www.dhcs.ca.gov/provgovpart/Pages/Dual-Special-Needs-Plans-%28D-SNP%29-Contract-and-Program-Guide.aspx.

8) D-SNP contractor will be required to have a single Application Programming Interface (API) for Members to access both Medicare and Medi-Cal information.

4. Supplemental Benefits

Using Medicare rebate dollars, D-SNP Contractor must provide the following supplemental benefits to Members:

A. $0 copay for one (1) routine eye exam every year; and

B. Every two (2) years, $100 for eyeglasses (frames and lenses) or up to $100 for contact lenses.

5. Quality and Data Reporting

A. D-SNP Contractor is responsible for reporting quality measures to DHCS. These quality measures are fully outlined in the CalAIM Dual Eligible Special Needs Plan (D-SNP) Policy Guide available at https://www.dhcs.ca.gov/provgovpart/Pages/Dual-Special-Needs-Plans-%28D-SNP%29-Contract-and-Program-Guide.aspx.

B. This reporting will include:

1) Selected Healthcare Effectiveness Data and Information Set (HEDIS) measures, calculated at the plan benefit package (PBP) level for the PBPs included in this Contract;

2) State-specific Care Coordination and LTSS process measures; and

3) State-specific dementia measures.

4) DHCS will add measures as needed, and details will be provided in the CalAIM D-SNP Policy Guide for 2024.

6. Consumer Participation in Governance Boards

A. D-SNP Contractor must comply with federal requirements outlined in 42 CFR section 422.107(f) in addition to State-specific requirements outlined below. D-SNP Contractor must ensure consumer participation in governance boards that will provide regular feedback to the D-SNP Contractor's governing board on issues of duals-related topics, including plan management and Member care. D-SNP Contractor shall ensure that the committee completes the following:

1) Meets at least quarterly throughout the Contract Year.

a. Consider region-specific meetings based on geographic county proximity rather than one state-wide setting.

2) Sets a minimum number of member seats of four (4) to facilitate a variety of member perspectives and unique lived experiences.

3) Ensures membership ratio is representative of topics relevant to dual eligible population.

4) Includes a reasonably representative sample of the population enrolled in D-SNP including:

   a. Members, Member's family members, and caregivers that reflect the diversity of the D-SNP population, including individuals with disabilities.

5) Solicits input on ways to improve access to Covered Services, coordination of services, and health equity for underserved populations, among other topics.

B. D-SNP Contractor is responsible for reporting their committee charter and membership to DHCS quarterly through its DHCS Contract Manager. DHCS reserves the right to review and approve Enrollee membership. D-SNP Contractor can engage Members in existing committees.

7. All Plan and Policy Letters

A. In addition to the terms and conditions of this Contract, D-SNP Contractor shall comply with State-specific departmental guidance in the CalAIM Dual Eligible Special Needs Plan (D-SNP) Policy Guide available at https://www.dhcs.ca.gov/provgovpart/Pages/Dual-Special-Needs-Plans-%28D-SNP%29-Contract-and-Program-Guide.aspx.

B. To the extent that State guidance conflicts with Medicare requirements or regulations, the D-SNP Contractor must comply with Medicare requirements and regulations. For purposes of this Provision, State guidance only conflicts with Medicare requirements or regulations to the extent that the guidance requires conduct that would violate Medicare requirements or regulations.

8. Coverage Area and Eligible Beneficiaries

A. Members covered under this Contract shall include all Dual-Eligible Beneficiaries who are already enrolled with D-SNP Contractor.

B. D-SNP Contractor may newly enroll Full-benefit Dual-Eligible Beneficiaries, such as Qualified Medicare Beneficiaries Plus (QMB+), Specified Low-Income Medicare Beneficiaries Plus

(SLMB+), and Other Full-benefit Dual-Eligible Beneficiaries who reside in the following county or counties to maximize the continuum of services available through both Medicare and Medi-Cal:

XX County

C. D-SNP Contractor may also enroll Full-benefit Dual-Eligible Beneficiaries, which includes QMB+, SLMB+, and Other Full Benefit Dually Eligible Beneficiaries who are also enrolled in the MCP affiliated with D-SNP Contractor.

D. D-SNP Contractor may only enroll beneficiaries 21 years of age or older .

E. D-SNP Contractor agrees to conduct enrollment of Eligible Persons in accordance with the policies and procedures set forth in this Contract and maintain EAE for the duration of the D-SNP Contract term.

9. Certification and Enrollment Reporting

A. D-SNP Contractor must submit to DHCS a certification, signed by the Chief Operations Officer or similar executive officer, that attests to the number of Members enrolled in D-SNP Contractor's D-SNP as of the effective date of this Contract.

B. By the fifth working day of each month during the term of this Contract, D-SNP Contractor must submit a report, signed by the Chief Operations Officer or similar executive officer, to DHCS summarizing the previous month's Enrollment numbers.

10. Member Billing Prohibitions

A. D-SNP Contractor and its contracted providers are prohibited from imposing cost-sharing requirements on Dual Eligible Members that would exceed the amounts permitted under the California Medicaid State Plan, Section 1852(a)(7) of the Act, and 42 CFR section 422.504(g)(1)(iii). D-SNP Contractor must not bill a Member with QMB benefits for Medicare cost sharing amounts, including deductibles, coinsurance, and copayments, in accordance with Section 1902(n)(3)(B) of the Social Security Act. Section 1902(n)(3)(B) of the Social Security Act prohibits a Medicare provider from billing a Dual Eligible Member with QMB benefits for

Medicare cost sharing amounts, including deductibles, coinsurance, and copayments.

B. D-SNP Contractor's provider agreements must specify that a contracted Medicare provider agrees to accept D-SNP Contractor's Medicare reimbursement as payments in full for services rendered to Members, or to bill Medi-Cal or the Member's Medi-Cal MCP as applicable for any additional Medicare payments that may be reimbursed by Medi-Cal.

C. A Dual Eligible Member with QMB benefits has no legal obligation to make further payment to a provider or to D-SNP Contractor for Medicare Part A or Part B cost sharing amounts. D-SNP Contractor's provider agreements must specify that a contracted Medicare provider agrees to accept D-SNP Contractor's Medicare reimbursement as payments in full for services rendered to Dual Eligible Members, or to bill Medi-Cal or the Member's Medi-Cal MCP as applicable for any additional Medicare payments that may be reimbursed by Medi-Cal. D-SNP Contractor's provider agreements must require a contracted Medicare provider to comply with Welfare and Institutions Code section 14019.4.

11. Provider Network Requirements

A. D-SNP Contractor can obtain Medi-Cal participating providers by reviewing the California Health and Human Services Open Data Portal. Medi-Cal FFS Provider data can be found at: https://data.chhs.ca.gov/dataset/enrolled-medi-cal-fee-for-service-provider . Medi-Cal Managed Care Provider Network data can be found at: https://data.chhs.ca.gov/dataset/managed-care-provider-network Alternatively, D-SNP Contractor can obtain the file from the affiliated MCP.

B. D-SNP Contractor will comply with all applicable network guidance and network requirements outlined in the CalAIM Dual Eligible Special Needs Plan (D-SNP) Policy Guide available at https://www.dhcs.ca.gov/provgovpart/Pages/Dual-Special-Needs-Plans-%28D-SNP%29-Contract-and-Program-Guide.aspx.

C. D-SNP Contractor that offers Dental Supplemental Benefits will report to DHCS on the level of overlap for their Medicare dental network and the Medi-Cal dental network, as outlined in the CalAIM D-SNP Policy Guide.

12. Medicare Continuity of Care

A. D-SNP Contractor must comply with State-specific requirements for Medicare primary and specialty care provider continuity of care. D-SNP Contractor must also comply with State-specific requirements for Durable Medical Equipment as outlined in 42 CFR section 422.100(l)(2)(iii) and APL 22-032 to the extent that this applies to the D-SNP Contractor. Further guidance is outlined in the CalAIM Dual Eligible Special Needs Plan (D-SNP) Policy Guide available at https://www.dhcs.ca.gov/provgovpart/Pages/Dual-Special-Needs-Plans-%28D-SNP%29-Contract-and-Program-Guide.aspx. D-SNP Contractor must provide Members with the following:

1) A 12-month continuity of care period from the date of the Member's enrollment, for primary and specialty providers with whom the Member has a pre-existing relationship and who are willing to work with the D-SNP Contractor; and

2) Access to Medically Necessary Medicare-covered Durable Medical Equipment and medical supplies.

13. Medi-Cal and Medicare Eligibility Verification and Medi-Cal Plan Enrollment

A. It is the responsibility of D-SNP Contractor to verify the Medi-Cal eligibility of a Member. To facilitate this verification, D-SNP Contractor will have real-time access to the Medi-Cal eligibility verification system.

B. To obtain Medicare Advantage and Medi-Cal eligibility, D-SNP Contractor must validate eligibility through its existing on-line and/or batch Medicare and Medi-Cal eligibility user interfaces.

1) Medicare and/or Medi-Cal eligibility systems will indicate whether a beneficiary is currently enrolled or is pending enrollment in a Medi-Cal MCP at the time of the inquiry.

2) If the beneficiary meets the criteria for enrollment listed in Provision 6, Coverage Area and Eligible Beneficiaries, the eligible beneficiary may be enrolled with D-SNP Contractor.

C. D-SNP Contractor must ensure appropriate training of plan personnel and contracted providers regarding the use of the Medi-Cal Automated Eligibility Verification System (AEVS) interface and the appropriate interpretation of its eligibility

results.

1) D-SNP Contractor can access AEVS to produce 270 (Eligibility Benefit Inquiry Transactions) and 271 (Eligibility Benefit Response Transactions) via the Medi-Cal Transaction Services website.

2) D-SNP Contractor should complete the Medi-Cal Point of Service (POS) Network/Internet Agreement to SSUhelpdesk@dhcs.ca.gov and the Medi-Cal Telecommunications Provider and Biller Application/Agreement (DHCS 6153) in order to test real time and batch transactions before receiving access to AEVS. D-SNP Contractor should complete mailed to the address on the form.

14. Medicare Deeming Period

For those Members who have lost Medi-Cal eligibility and can reasonably be expected to regain Medi-Cal eligibility, D-SNP Contractor is required to maintain enrollment for such Members for at least a three-month deeming period following notification of the Member having lost Medi-Cal eligibility. This requirement does not preclude D-SNP Contractor from offering a longer deeming period. D-SNP Contractor should inform their DHCS Contract Manager the deeming period that they will allow.

15. Contract Term

This D-SNP Contract is effective from January 1, 2024 through December 31, 2024.

16. Termination

DHCS retains the right to terminate this D-SNP Contract at any time for cause or no cause.

17. Compensation

The State of California and DHCS must not provide any remuneration or other form of compensation for the performance of any duties or obligations provided under this D-SNP Contract.

18. Centers for Medicare & Medicaid Services (CMS) Documentation

A. D-SNP Contractor must submit to DHCS a complete and accurate copy of the Medicare Advantage bid for the contract containing the PBPs covered by this contract, as approved by CMS.

B. If not included in the approved bid, the D-SNP Contractor must also provide to DHCS the following information, in a format as specified by DHCS, after execution of this Contract but no later than September 30 to the DHCS contract manager:

1) The current approved model of care, if not already submitted to DHCS.

2) A list of approved Supplemental Benefits included in the initial annual Medicare Advantage bid submission to CMS.

3) A list of approved Supplemental Benefits, inclusive of all benefits listed in the Supplemental Benefits definition in this Contract.

D. D-SNP Contractor must submit to DHCS copies of CMS reporting, compliance, and audit findings, as well as Medicare encounter data.

19. Medicare Encounter Data Requirements

A. D-SNP must submit electronic records of all encounters, including encounters resulting in zero Medicare claims, monthly, in a mutually agreed upon format. Each encounter record must be specific to the Member and Provider, listing all the data elements required for each service. This data will provide DHCS with information on services paid for by Medicare. Additional details are fully outlined in the CalAIM Dual Eligible Special Needs Plan (D-SNP) Policy Guide available at https://www.dhcs.ca.gov/provgovpart/Pages/Dual-Special-Needs-Plans-%28D-SNP%29-Contract-and-Program-Guide.aspx.

20. Integrated Appeals and Grievances

A. D-SNP Contractor must adhere to the State-specific requirements described in this Contract, in addition to all existing Medicare requirements. In addition, D-SNP Contractor must implement a unified approach to appeals and grievances per 42 CFR sections 422.629-422.634, 438.210, 438.400, and 438.402. 42 CFR section 422.629(c) allows for the State, at its discretion, to implement standards for

timeframes or notice requirements that are more protective for the Member than required by 42 CFR sections 422.630 through 422.634.

B. D-SNP Contractor must provide information about its integrated appeals and grievance system to all providers and subcontractors at the time they enter into a contract, including, at a minimum, information on integrated appeal, integrated grievance, and State Hearing procedures and timeframes, as applicable. D-SNP Contractor must maintain records of the integrated grievances, integrated organization determinations, and integrated appeals. Additionally, D-SNP Contractor must ensure that the following requirements are met through its integrated appeals and grievance system:

C. Integrated Grievances
   1) Procedure to allow a Member to file a standard or expedited integrated grievance orally or in writing with D-SNP Contractor at any time.

   2) Procedure to ensure D-SNP Contractor sends a written acknowledgement of an integrated grievance that is dated and postmarked within five (5) calendar days of receipt.

   3) Procedure to resolve standard integrated grievances as expeditiously as the Member's health condition requires, but no later than 30 calendar days from receipt of the grievance.

   4) Procedure to resolve expedited integrated grievances within 24 hours.

   5) Procedure to provide a written resolution to the Member for an integrated grievance within the resolution timeframe for a standard and expedited integrated grievance when the Member submits an integrated grievance in writing, requests a written response, or if the integrated grievance is related to quality of care, coverage dispute, or disputed health care service involving medical necessity or experimental investigational treatment.

   6) Procedure to log and report all integrated grievances.

D. Integrated Organization Determinations
   1) Procedure to provide timely notice of standard integrated organization determinations as expeditiously as the Member's health condition requires, and no later than 14 calendar days from when it receives the request. For Knox-Keene licensed plans, standard integrated organization determinations are to be made in a timely fashion appropriate for the nature of the Member's condition, not to exceed five (5) Working Days from the D-SNP Contractor's receipt of information

reasonably necessary to make the determination, and no later than 14 calendar days from the request.

2) Procedure to provide timely notice of expedited integrated organization determinations as expeditiously as the Member's health condition requires, and no later than 72 hours from when it receives the request.

3) Procedure to ensure deadlines for integrated organization determinations are not extended in accordance with Health and Safety Code section 1367.01.

4) Procedure to ensure that prior to terminating, suspending, or reducing a previously approved item or service, D-SNP Contractor must provide Members with an integrated coverage decision letter at least ten (10) calendar days in advance of the effective date of the adverse organization determination.

E. Integrated Appeals

1) Procedure to provide written acknowledgement of receipt of all integrated appeals within five (5) calendar days.

2) Procedure to resolve standard integrated appeals as expeditiously as the Member's health condition requires but not exceeding 30 calendar days from the date of receipt of the request.

3) Procedure to resolve expedited integrated appeals within 72 hours of receipt of the request.

4) Procedure to ensure deadlines for integrated appeals of Medicare and Medi-Cal services are not extended in accordance with APL 21-011.

5) Procedure to authorize or provide the service under dispute if D-SNP Contractor reverses its decision to deny, limit, or delay services that were not provided while the appeal was pending within the following timeframes:

   a. As expeditiously as the Member's health condition requires and within 72 hours of the date it reverses its determination; or

   b. With the exception of a Medicare Part B drug, 30 calendar days after the date the D-SNP Contractor receives the request for the integrated appeal (or no later than upon expiration of an extension described in 42 CFR section 422.633(f);

   c. For a Medicare Part B drug, seven (7) calendar days after the date the D-SNP Contractor receives the request for the

integrated appeal.

6) Procedure to authorize or provide the disrupted service(s) if a State Hearing officer reverses D-SNP Contractor's integrated appeal decision to deny, limit, or delay services that were not provided while the appeal was pending within the following timeframes:

    a. As expeditiously as the member's health condition requires but no later than 72 hours of the date it receives notice reversing the determination.

F. Procedure to effectuate decisions made by Part C independent review entity, an administrate law judge or attorney adjudicator at the Office of Medicare Hearings and Appeals, or the Medicare Appeals Council to reverse D-SNP's Contractor's decision under the same timelines applicable to other Medicare Advantage plans as specified in 42 CFR sections 422.618 and 422.619.

GTC 307

Exhibit C
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. D-SNP Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by D-SNP Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: D-SNP Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. D-SNP Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. D-SNP Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., and California Code of Regulations, Title 2, Section 1896).

5. INDEMNIFICATION: D-SNP Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by D-SNP Contractor in the performance of this Agreement.

6. DISPUTES: D-SNP Contractor shall continue with the responsibilities under this Agreement during any dispute.

GTC 307

Exhibit C
GENERAL TERMS AND CONDITIONS

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should D-SNP Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due D-SNP Contractor under this Agreement and the balance, if any, shall be paid to D-SNP Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* D-SNP Contractor, and the agents and employees of D-SNP Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: D-SNP Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post- consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Public Contract Code Section12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, D-SNP Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40*),* marital status, and denial of family care leave. D-SNP Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. D-SNP Contractor shall comply with the provision*s* of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 8101 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. D-SNP Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

GTC 307

Exhibit C
GENERAL TERMS AND CONDITIONS

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION:

    [Intentionally Left Blank – Not applicable to this D-SNP Contract]

14. GOVERNING LAW: This D-SNP Contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

    [Intentionally Left Blank – Not applicable to this D-SNP Contract]

16. CHILD SUPPORT COMPLIANCE ACT:

    [Intentionally Left Blank – Not applicable to this D-SNP Contract]

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this D-SNP Contract includes services in excess of $200,000, D-SNP Contractor shall give priority consideration in filling vacancies in positions funded by the D-SNP Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

Boilerplate EAE

Exhibit D(F)
SPECIAL TERMS AND CONDITIONS

1. Federal Equal Opportunity Requirements

A. D-SNP Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. D-SNP Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. D-SNP Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC 4212). Such notices shall state D-SNP Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

B. D-SNP Contractor will, in all solicitations or advancements for employees placed by or on behalf of D-SNP Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

C. D-SNP Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of D-SNP Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. D-SNP Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. D-SNP Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of D-SNP Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this D-SNP Contract may be cancelled, terminated, or suspended in whole or in part and D-SNP Contractor may be declared ineligible for further federal and State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. D-SNP Contractor will include the Provisions of Paragraphs A through G in every purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 USC 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each vendor. D-SNP Contractor will take such action with respect to any purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event D-SNP Contractor becomes involved in, or is threatened with litigation by a vendor as a result of such direction by DHCS, D-SNP Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

[Intentionally Left Blank – Not applicable to this D-SNP Contract]

3. Procurement Rules

[Intentionally Left Blank – Not applicable to this D-SNP Contract]

4. Equipment Ownership / Inventory / Disposition

[Intentionally Left Blank – Not applicable to this D-SNP Contract]

5. Subcontract Requirements

[Intentionally Left Blank – Not applicable to this D-SNP Contract]

6. Income Restrictions

[Intentionally Left Blank – Not applicable to this D-SNP Contract]

7. Audit and Record Retention

[Intentionally Left Blank – Not applicable to this D-SNP Contract]

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made of the premises of D-SNP Contractor, D-SNP Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

It is mutually understood between the parties that this D-SNP Contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the D-SNP Contract were executed after that determination was made.

10. Intellectual Property Rights

[Intentionally Left Blank – Not applicable to this D-SNP Contract]

11. Air or Water Pollution Requirements

Any federally funded agreement in excess of $100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5:

A. Government contractors agree to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act [42 USC 1857(h)], Section 508 of the clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

B. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 USC 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

[Intentionally Left Blank – Not applicable to this D-SNP Contract]

13. Confidentiality of Information

A. D-SNP Contractor and its employees, agents shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this D-SNP Contract or persons whose names or identifying information become available or are disclosed to D-SNP Contractor, its employees or agents as a result of services performed under this D-SNP Contract, except for statistical information not identifying any such person.

B. D-SNP Contractor and its employees or agents shall not use such identifying information for any purpose other than carrying out D-SNP Contractor's obligations under this D-SNP Contract.

C. D-SNP Contractor and its employees, or agents shall promptly transmit to the DHCS program contract manager all requests for disclosure of such identifying information not emanating from the client or person.

D. D-SNP Contractor shall not disclose, except as otherwise specifically permitted by this Contract or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS program contract manager.

E. For purposes of this Provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

F. As deemed applicable by DHCS, this Provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this D-SNP Contract or incorporated into this D-SNP Contract by reference.

14. Documents, Publications and Written Reports

[Intentionally Left Blank – Not applicable to this D-SNP Contract]

15. Dispute Resolution Process

[Intentionally Left Blank – Not applicable to this D-SNP Contract]

16. Financial and Compliance Audit Requirements

[Intentionally Left Blank – Not applicable to this D-SNP Contract]

17. Human Subjects Use Requirements

By signing this D-SNP Contract, D-SNP Contractor agrees that if any performance under this D-SNP Contract includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 USC 263a (CLIA) and the regulations thereto.

18. Novation Requirements

[Intentionally Left Blank – Not applicable to this D-SNP Contract]

19. Debarment and Suspension Certification

A. By signing this D-SNP Contract, D-SNP Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 7 CFR 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85.

B. By signing this D-SNP Contract, D-SNP Contractor certifies to the best of its knowledge and belief, that it and its principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

2) Have not within a three-year period preceding this D-SNP Contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in Subprovision B.(2) herein;

4) Have not within a three-year period preceding this D-SNP Contract had one or more public transactions (federal, State or local) terminated for cause or default;

5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and

6) Will include a clause entitled, “Debarment and Suspension Certification’’ that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

C. If D-SNP Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS program funding this D-SNP Contract.

D. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

E. If D-SNP Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this D-SNP Contract for cause or default.

20. Smoke-Free Workplace Certification

A. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed.

B. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

C. By signing this D-SNP Contract, D-SNP Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

21. Covenant Against Contingent Fees

D-SNP Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this D-SNP Contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by D-SNP Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this D-SNP Contract without liability or in its discretion to deduct from the D-SNP Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

[Intentionally Left Blank – Not applicable to this D-SNP Contract]

23. Performance Evaluation

DHCS may, at its discretion, evaluate the performance of D-SNP Contractor at the conclusion of this D-SNP Contract. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this D-SNP Contract, or to any benefit that may arise therefrom. This Provision shall not be construed to extend to this D-SNP Contract if made with a corporation for its general benefits.

25. Four-Digit Date Compliance

[Intentionally Left Blank – Not applicable to this D-SNP Contract]

26. Prohibited Use of State Funds for Software

D-SNP Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

27. Use of Small, Minority Owned and Women's Businesses

[Intentionally Left Blank – Not applicable to this D-SNP Contract]

28. Alien Ineligibility Certification

By signing this D-SNP Contract, D-SNP Contractor certifies that he/she is not an alien that is ineligible for State and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 USC 1601, et. seq.)

29. Union Organizing

[Intentionally Left Blank – Not applicable to this D-SNP Contract]

Exhibit D(F)
SPECIAL TERMS AND CONDITIONS

30. Contract Uniformity (Fringe Benefit Allowability)

[Intentionally Left Blank – Not applicable to this D-SNP Contract]

31. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded contracts in excess of $100,000 per 31 USC Section 1352)

A. Certification and Disclosure Requirements

1) Each person (or recipient) who requests or receives a contract, grant, or sub-grant, which is subject to 31 USC Section 1352, and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph B of this provision.

2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using non appropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract, grant or sub-grant exceeding $100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.

5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS program contract manager.

B. Prohibition

Section 1352 of Title 31, USC, provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Exhibit E, Attachment 1
DEFINITIONS

As used in this D-SNP Contract, unless otherwise expressly provided or the context otherwise requires, the following definitions of terms will govern the construction of this D-SNP Contract:

1. **Care Coordination or Coordination of Care** a process used by a person or team to assist Members in accessing Medicare and Medicaid services, as well as social, educational, and other support services, regardless of the funding source for the services. It is characterized by advocacy, communication, and resource management to promote quality, cost effectiveness, and positive outcomes.

2. **Care Coordinator** means a clinician or other trained individual who is employed or contracted by the Member's Primary Care Provider or D-SNP Contractor, serves on one (1) or more Interdisciplinary Care Teams (ICT), and coordinates and facilitates meetings and other activities of those ICTs, as well as participates in the Initial Assessment of each Member on whose ICT they serve.

3. **Centers for Medicare & Medicaid Services (CMS)** means the federal agency responsible for management of the Medicare and Medicaid programs.

4. **Confidential Information** means specific facts or documents identified as "confidential" by any law, regulations or contractual language.

5. **Covered Service(s) or covered service(s)**, as used in this Contract, means Care Coordination or Coordination of Care. This is the only service covered under this Contract.

6. **California Department of Health Care Services (DHCS)** means the single State Department responsible for administration of the federal Medicaid (referred to as Medi-Cal in California) Program, California Children Services (CCS), Genetically Handicapped Persons Program (GHPP), Child Health and Disabilities Prevention (CHDP), and other health related programs.

7. **D-SNP Contract** means this written agreement between DHCS and the D-SNP Contractor.

8. **Director** means the Director of the California Department of Health Care Services.

9. **Dual-Eligible Beneficiary (or Enrollee)** means an individual who is enrolled for benefits under Part A of Title 42 of the United States Code (commencing with Section 1395c) and Part B of Title 42 of the United

Exhibit E, Attachment 1
DEFINITIONS

States Code (commencing with Section 1395j) and/or is also eligible for medical assistance under the Medi-Cal State Plan. This Contract is only for Full-benefit Dual-Eligible Beneficiaries (QMB+, SLMB+ and Other Full Benefit Dually Eligible Beneficiaries).

States Code (commencing with Section 1395j) and/or is also eligible for medical assistance under the Medi-Cal State Plan.

10. **Enrollment** means the process by which a beneficiary eligible for enrollment as contained in Exhibit A, Attachment 1, Provision 6 becomes a Member of the D-SNP Contractor's D-SNP.

11. **Exclusively Aligned Enrollment** means DHCS has limited enrollment in a D-SNP to full-benefit dual eligible individuals who are enrolled in a D-SNP for their Medicare benefits and a MCP for their Medi-Cal benefits, and the D-SNP and MCP are both owned and controlled by the same parent organization.

12. **Facility** means any premise that is:

    A. Owned, leased, used or operated directly or indirectly by or for Contractor or its affiliates for purposes related to this Contract, or

    B. Maintained by a Provider to provide services on behalf of Contractor.

13. **Medi-Cal Managed Care Health Plan (MCP)** means a managed care health plan that contracts with the Department of Health Care Services for provision or arrangement of Medi-Cal benefits and services. For the purposes of this Contract, this includes Subcontracted Delegate Health Plans. A Subcontracted Delegate Health Plan is a health care service plan that is a subcontractor of a Medi-Cal managed care plan that DHCS determines to have assumed the entire financial risk for all Medi-Cal Services provided to a Dual Eligible Beneficiary that are covered under the applicable comprehensive risk contract of the Medi-Cal managed care plan.

14. **Medi-Cal Fee-For-Service (FFS)** means the Med-Cal delivery system in which Providers submit claims to and receive payments from DHCS for services covered under Medi-Cal rendered to Medi-Cal recipients.

15. **Medi-Cal Services** means all services covered by the Medi-Cal program as identified in Exhibit H, which is attached to this Contract.

15. **Medically Necessary or Medical Necessity** means reasonable and necessary medical services to protect life, to prevent significant illness or significant disability, or alleviate severe pain through the diagnosis or treatment of disease, illness, or injury, as required under W&I Code.

Section 14059.5(a) and Title 22 CCR section 51303(a). Medically Necessary services includes Medi-Cal Services necessary to achieve age-appropriate growth and development, and attain, maintain, or regain functional capacity

16. **Member** means any beneficiary who is enrolled in the Contractor's D-SNP.

17. **Service Area** means the county or counties that D-SNP Contractor is approved to operate in under the terms of this D-SNP Contract. A Service Area may have designated zip codes (under the U.S. Postal Service) within a county that are approved by DHCS to operate under the terms of this D-SNP Contract.

17. **State** means the State of California.

18. **Supplemental Benefits** means all of the following under Medicare Advantage definitions: Initial and Expansion Primarily Health Related Supplemental Benefits, Special Supplemental Benefits for the Chronically Ill, and Value Based-Insurance Design Model benefits.

19. **Subcontracted Delegate Health Plan** means a health care service plan that is a subcontractor of a Medi-Cal managed care plan that DHCS determines to have assumed the entire financial risk for all Medi-Cal Services provided to a dual eligible beneficiary that are covered under the applicable comprehensive risk contract of the Medi-Cal managed care plan.

20. **Working day(s)** mean State calendar (State Appointment Calendar, Standard101) working day(s).

Exhibit E, Attachment 2
PROGRAM TERMS AND CONDITIONS

1. Governing Law

In addition to Exhibit C, Provision 14, Governing Law, D-SNP Contractor also agrees to the following:

A. If it is necessary to interpret this D-SNP Contract, all applicable laws may be used as aids in interpreting the D-SNP Contract. However, the parties agree that any such applicable laws shall not be interpreted to create contractual obligations upon DHCS or D-SNP Contractor, unless such applicable laws are expressly incorporated into this D-SNP Contract in some section other than this provision, Governing Law. The parties agree that any remedies for DHCS' or D-SNP Contractor's non-compliance with laws not expressly incorporated into this D-SNP Contract, or any covenants implied to be part of this D-SNP Contract, shall not include money damages, but may include equitable remedies such as injunctive relief or specific performance. This D-SNP Contract is the product of mutual negotiation, and if any ambiguities should arise in the interpretation of this D-SNP Contract, both parties shall be deemed authors of this D-SNP Contract.

Any provision of this D-SNP Contract which is in conflict with current or future applicable federal or State laws or regulations is hereby amended to conform to the provisions of those laws and regulations. Such amendment of the D-SNP Contract shall be effective on the effective date of the statutes or regulations necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

B. Such amendment shall constitute grounds for termination of this D-SNP Contract in accordance with the procedures and provisions of Provision 18, Paragraph C, Termination – D-SNP Contractor below. The parties shall be bound by the terms of the amendment until the effective date of the termination.

C. All existing Policy Guidance issued by DHCS, MMCD, or the current Managed Care Operations Division (MCOD) can be viewed at https://www.dhcs.ca.gov/provgovpart/Pages/Dual-Special-Needs-Plans-%28D-SNP%29-Contract-and-Program-Guide.aspx and shall be complied with by D-SNP Contractor. All Policy Guidance issued by DHCS subsequent to the effective date of this D-SNP Contract

shall provide clarification of D-SNP Contractor's obligations pursuant to this D-SNP Contract, and may include instructions to D-SNP Contractor regarding implementation of mandated obligations pursuant to changes in State or federal statutes or regulations, or pursuant to judicial interpretation. In the event DHCS determines that there is an inconsistency between this D-SNP Contract and DHCS Policy Guidance, the D-SNP Contract shall prevail.

2. Entire Agreement

This written D-SNP Contract and any amendments shall constitute the entire agreement between the parties. No oral representations shall be binding on either party unless such representations are reduced to writing and made an amendment to the D-SNP Contract.

3. Amendment Process

In addition to Exhibit C, Provision 2, Amendment, D-SNP Contractor also agrees to the following:

Should either party, during the life of this D-SNP Contract, desire a change in this D-SNP Contract, that change shall be proposed in writing to the other party. The other party shall acknowledge receipt of the proposal within ten (10) calendar days of receipt of the proposal. The party proposing any such change shall have the right to withdraw the proposal any time prior to acceptance or rejection by the other party. Any proposal shall set forth an explanation of the reason and basis for the proposed change and the text of the desired amendment to this D-SNP Contract which would provide for the change. If the proposal is accepted, this D-SNP Contract shall be amended to provide for the change mutually agreed to by the parties on the condition that the amendment is approved by DHHS, and the State Department of Finance, if necessary.

4. Change Requirements

A. General Provisions

The parties recognize that during the life of this D-SNP Contract, the Medi-Cal Managed Care program will be a dynamic program requiring numerous changes to its operations and that the scope and complexity of changes will vary widely over the life of the D-SNP Contract. The parties agree that the development of a system which has the capability to implement such changes in an orderly and timely manner is of considerable importance.

B. D-SNP Contractor's Obligation to Implement

The D-SNP Contractor will make changes mandated by DHCS. In the case of mandated changes in regulations, statutes, federal guidelines, or judicial interpretation, DHCS may direct the D-SNP Contractor to immediately begin implementation of any change by issuing a change order. If DHCS issues a change order, the D-SNP Contractor will be obligated to implement the required changes while discussions are taking place. DHCS may, at any time, within the general scope of the D-SNP Contract, by written notice, issue change orders to the D-SNP Contract.

5. Delegation of Authority

DHCS intends to implement this D-SNP Contract through a single administrator, called the "Contracting Officer". The Director of DHCS will appoint the Contracting Officer. The Contracting Officer, on behalf of DHCS, will make all determinations and take all actions as are appropriate under this D-SNP Contract, subject to the limitations of applicable Federal and State laws and regulations. The Contracting Officer may delegate his/her authority to act to an authorized representative through written notice to the D-SNP Contractor.

D-SNP Contractor will designate a single administrator; hereafter called the "Contractor's Representative". The Contractor's Representative, on behalf of the D-SNP Contractor, will make all determinations and take all actions as are appropriate to implement this D-SNP Contract, subject to the limitations of the D-SNP Contract, Federal and State laws and regulations. The Contractor's Representative may delegate their authority to act to an authorized representative through written notice to the Contracting Officer. The Contractor's Representative will be empowered to legally bind the D-SNP Contractor to all agreements reached with DHCS. D-SNP Contractor shall designate Contractor’s Representative in writing and shall notify the Contracting Officer in accordance with Exhibit E, Attachment 2, Provision 14, Notices.

6. Authority of the State

Sole authority to establish, define, or determine the reasonableness, the necessity and level and scope of covered services under the Medi-Cal program administered in this D-SNP Contract or coverage for such services, or the eligibility of the beneficiaries or providers to participate

in the Medi-Cal Program reside with DHCS. Sole authority to establish or interpret policy and its application related to the above areas will reside with DHCS.

The D-SNP Contractor may not make any limitations, exclusions, or changes in covered services; any changes in definition or interpretation of covered services; or any changes in the administration of the D-SNP Contract related to the scope of covered services, allowable coverage for those covered services, or eligibility of beneficiaries or providers to participate in the program, without the express, written direction or approval of the Contracting Officer.

7. Fulfillment of Obligations

No covenant, condition, duty, obligation, or undertaking continued or made a part of this D-SNP Contract will be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply; and, until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party will have the right to invoke any remedy available under this D-SNP Contract, or under law, notwithstanding such forbearance or indulgence.

8. Prohibition Against Assignments or Delegation of D-SNP Contractor's Duties and Obligations Under this D-SNP Contract

The D-SNP Contractor shall not negotiate or enter into any agreement to assign or delegate the duties and obligations under this D-SNP Contract. If D-SNP Contractor fails to comply with this Provision, DHCS may terminate the D-SNP Contract for cause in compliance with Exhibit E, Attachment 2, Provision 18.

9. Prohibition Against Novations

D-SNP Contractor and DHCS shall not enter any novation agreements. Contractor shall not propose any novation agreements nor shall DHCS agree to or act upon any proposal.

10. Obtaining DHCS Approval

D-SNP Contractor shall obtain written approval from DHCS prior to commencement of operation under this D-SNP Contract:

A. Within five (5) working days of receipt, DHCS shall acknowledge in

B. writing the receipt of any material sent to DHCS pursuant to this Provision.

C. Within 60 calendar days of receipt, DHCS shall make all reasonable efforts to approve in writing the use of such material provided to DHCS pursuant to this Provision to provide D-SNP Contractor with a written explanation why its use is not approved, or provide a written estimated date of completion of DHCS' review process. If DHCS does not complete its review of submitted material within 60 calendar days of receipt, or within the estimated date of completion of DHCS review, D-SNP Contractor may elect to implement or use the material at D-SNP Contractor's sole risk and subject to possible subsequent disapproval by DHCS. This Provision shall not be construed to imply DHCS approval of any material that has not received written DHCS approval.

11. Program

DHCS reserves the right to review and approve any changes to D-SNP Contractor's protocols, policies, and procedures as specified in this D-SNP Contract.

12. Certifications

D-SNP Contractor shall comply with certification requirements set forth in 42 CFR 438.604 and 42 CFR 438.606.

In addition to Exhibit C, Provision 11, Certification Clauses, D-SNP Contractor also agrees to the following:

With respect to any report, invoice, record, papers, documents, books of account, or other Contract required data submitted, pursuant to the requirements of this D-SNP Contract, the Contractor's Representative or their designee will certify, under penalty of perjury, that the report, invoice, record, papers, documents, books of account or other Contract required data is current, accurate, complete and in full compliance with legal and contractual requirements to the best of that individual's knowledge and belief, unless the requirement for such certification is expressly waived by DHCS in writing.

Exhibit E, Attachment 2
PROGRAM TERMS AND CONDITIONS

13. Notices

All notices to be given under this D-SNP Contract will be in writing and will be deemed given when sent via certified mail or electronic mail (email). DHCS and D-SNP Contractor will designate email addresses for notices sent via email. Notices sent via certified mail must be addressed to the following DHCS and D-SNP Contractor:

California Department of
Health Care Services
Managed Care Operations Division
Attn: Michelle Retke, Division Chief
MS 4408
P.O. Box 997413
Sacramento, CA 95899-7413

[D-SNP Contractor Name]
California
Attn: [Name,] President
Address
City, State, Zip Code

14. Term

The D-SNP Contract will become effective January 1, 2023, and will continue in full force and effect through December 31, 2023.

15. Service Area

The Service Area covered under this D-SNP Contract includes:

[XX] County

All D-SNP Contract provisions apply separately to each Service Area.

16. D-SNP Contract Extension

DHCS has the exclusive option to extend the term of this D-SNP Contract for any reason, in any county within the Service Area, with at least nine (9) months' written notice to D-SNP Contractor before the end of the D-SNP Contract term.

17. Termination for Cause and Other Terminations

In addition to Exhibit C, Provision 7, Termination for Cause, D-SNP Contractor also agrees to the following:

A. DHCS-Initiated Terminations

1) DHCS will terminate this D-SNP Contract in the event that the Director determines that the health and welfare of Members is jeopardized by the continuation of the D-SNP Contract. Termination pursuant to the requirements in this Provision's Paragraph A.1) will be effective

immediately upon the provision of written notice provided by DHCS to D-SNP Contractor.

2) Termination for Cause

a) DHCS may terminate this D-SNP Contract should D-SNP Contractor fail to perform the requirements of this Contract. In the event of such termination, DHCS may proceed with providing the services required under this D-SNP Contract in any manner deemed proper by DHCS.

b) DHCS may terminate this D-SNP Contract in the event that D-SNP Contractor enters negotiations to change ownership or actually changes ownership, enters negotiations to assign or delegate its duties and obligations under this D-SNP Contract to another party or actually assigns or delegates its duties or obligations under the D-SNP Contract.

c) Should DHCS terminate this D-SNP Contract for cause under this Provision's Paragraph A.2) of this D-SNP Contract, DHCS will provide D-SNP Contractor with at least 60 calendar days' notice prior to the effective date of termination, unless potential beneficiary harm requires a shorter notice period. D-SNP Contractor agrees that this notice provision is reasonable.

d) DHCS shall terminate this D-SNP Contract under this Provision and pursuant to the provisions of Welfare and Institutions Code, Section 14197.7, and California Code of Regulations, Title 22, Section 53873.

3) DHCS may terminate this D-SNP Contract in the event that D-SNP Contractor enters negotiations to change ownership or actually changes ownership, enters negotiations to assign or delegate its duties and obligations under the contract to another party or actually assigns or delegates its duties or obligations under the D-SNP Contract.

B. D-SNP Contractor-Initiated Terminations

D-SNP Contractor may only terminate this D-SNP Contract when a change in contractual obligations is created by a State or Federal change in the Medi-Cal program, or a lawsuit, that substantially

alters the conditions under which the D-SNP Contractor entered into this D-SNP Contract, such that the D-SNP Contractor can demonstrate this to the satisfaction of DHCS.

C. Termination of Obligations

All obligations to provide services under this D-SNP Contract will automatically terminate on the date the operations period ends.

18. Disputes

D-SNP Contractor must comply with and exhaust the requirements of this Provision when it initiates a contract dispute with DHCS. In addition to Exhibit C, Provision 6, Disputes, D-SNP Contractor also agrees to the following:

A. Disputes Resolution by Negotiation

D-SNP Contractor agrees to make best efforts to resolve all contractual issues by negotiation and mutual agreement at the DHCS Contracting Officer level before appealing to the DHCS Office of Administrative Hearings and Appeals (OAHA). D-SNP Contractor must exhaust OAHA's appeal process before filing a writ in Sacramento County Superior Court. During the negotiations to resolve Contractor's issues, DHCS and Contractor may agree, in writing, to an extension of time for continuing negotiations to resolve Contractor's dispute before the decision of the DHCS Contracting Officer is issued.

B. Notice of Dispute

1) Within 30 calendar days from the date that the alleged arises or otherwise becomes known to D-SNP Contractor, D-SNP Contractor must serve a written Notice of Dispute to the DHCS to the Contracting Officer. D-SNP Contractor's failure to serve its Notice of Dispute within 30 calendar days from the d ate the alleged dispute arises or otherwise becomes known to D-SNP Contractor constitutes a waiver of all issues raised in D-SNP Contractor's Notice of Dispute.

2) The D-SNP Contractor's Notice of Dispute must include, based on the most accurate and substantiating information then available to the D-SNP Contractor, the following:

a) That it is a dispute subject to the procedures set forth in this Provision.

b) The date, nature, and circumstances of the conduct which is subject of the dispute.

c) The names, phone numbers, functions, and conduct of each D-SNP Contractor, DHCS/State official or employee involved in or knowledgeable about the alleged issue that is the subject of the dispute.

d) The identification of any substantiating documents and the substances of any oral communications that are relevant to the alleged conduct. Copies of all identified documents will be attached.

e) Copies of all substantiating documentation and any other evidence.

f) The factual and legal bases supporting Contractor's Notice of Dispute.

g) The cost impact to D-SNP Contractor directly attributable to the alleged conduct, if any.

h) D-SNP Contractor's desired remedy.

3) The required documentation set forth above, in this Provision's Paragraph B.2), will serve as the basis for any subsequent appeal.

4) After D-SNP Contractor submits its Notice of Dispute with all accurate available substantiating documentation, D-SNP Contractor will comply with the requirements of Title 22, CCR, Section 53851(d) and diligently continue performance of this D-SNP Contract, including compliance with contract requirements that are the subject of, or related to, D-SNP Contractor's Notice of Dispute.

5) If D-SNP Contractor requests and DHCS agrees, D-SNP Contractor's Notice of Dispute may be decided by an Alternate Dispute Officer (ADO). DHCS will designate an ADO who was not directly involved in the alleged conduct that prompted D-SNP Contractor's Notice of Dispute.

6) Any appeal of the DHCS Contracting Officer or ADO's decision to OAHA or a write seeking review of OAHA's decision in Sacramento County Superior Court is limited to the issues and arguments set forth and properly documented in D-SNP Contractor's Notice of

Dispute, that were not waived or resolved.

C. The DHCS Contracting Officer's or ADO Decision

Any disputes concerning performance of this D-SNP Contract shall be decided by the DHCS Contracting Officer or the ADO in a written decision stating the factual basis for the decision. Within 30 calendar days of receipt of a Notice of Dispute, the Contracting Officer or the ADO shall either:

1) Find in favor of D-SNP Contractor, in which case the DHCS Contracting Officer or ADO may correct the earlier conduct which caused D-SNP Contractor to file a dispute; or

2) Deny D-SNP Contractor's dispute and, where necessary, direct the manner of future performance; or

3) Request additional substantiating documentation in the event the information in D-SNP Contractor's notification is inadequate to permit a decision to be made under Paragraphs B.2) or C.1) above. If the DHCS Contracting Officer or ADO determines that additional substantiating information is required, they will provide D-SNP Contractor with a written request identifying the issue(s) requiring additional substantiating documentation. D-SNP Contractor must provide that additional substantiating documentation no later than 30 calendar days from receipt of the request. Upon receipt of this additional requested substantiating information, the DHCS Contracting Officer or ADO shall have 30 calendar days to issue a decision. Failure to supply additional substantiating information requested by the DHCS Contracting Officer or ADO, or otherwise notify the DHCS Contracting Officer or ADO that no additional documents exist, within the time period specified above shall constitutes D-SNP Contractor’s waiver of issues raised in D-SNP Contractor’s Notice of Dispute.

A copy of the decision shall be served on D-SNP Contractor.

D. Appeal of Contracting Officer's or Alternate Dispute Officer's Decision

1) D-SNP Contractor shall have 30 calendar days following the receipt of the DHCS Contracting Officer or ADO’s decision to appeal the decision to the Director, through the OAHA. All of D-SNP Contractor’s appeals shall be governed by Health and Safety Code, section 100171, except Government Code section 11511

will not apply.

2) All of D-SNP Contractor's appeals shall be in writing and shall be filed with the OAHA and a copy sent to the Chief Counsel of DHCS and the DHCS Contract Manager. D-SNP Contactor's appeal shall be deemed filed on the date it is received by the OAHA. D-SNP Contractor's appeal shall specifically set forth the unresolved issue(s) that remain in dispute and issues that have not been waived because of D-SNP Contractor's failure to provide all substantiating documentation to DHCS, as specified in Paragraph C of this Provision, and include D-SNP Contractor's contentions as to those issues. Additionally, D- SNP Contractor's appeal shall be limited to those issues raised in its Notice of Dispute filed pursuant to Paragraph B, Notification of Dispute that have not been resolved or waived.

3) Contractor has the burden of proof of demonstrating that its position is correct and must show by a preponderance of evidence that:

   a) DHCS acted improperly such that it breached this Contract; and

   b) D-SNP Contractor sustained a cost impact directly related to DHCS' breach.

4) OAHA's jurisdiction is limited to issues and arguments raised in the Notice of Dispute that were not waived either by the untimely filing of the Notice of Dispute or Statement of Disputed Issues, or by D-SNP's Contractor's failure to provide all requested substantiating documentation requested by the DHCS Contracting Officer or ADO or otherwise resolved by Contractor and DHCS.

E. No Obligation to Pay Interest

If D-SNP Contractor prevails on its Notice of Dispute pursuant to a DHCS Contracting Officer's or ADO's decision, an OAHA decision, or an order or decision issued by the Sacramento County Superior Court or any California court of appeal, DHCS will not be required to pay interest on any amounts found to be due or owing to D-SNP Contractor arising out of the Notice of Dispute or any subsequent litigation.

F. D-SNP Contractor Duty to Perform

D-SNP Contractor must comply with all requirements of 22 CCR section

53851(d) and all obligations under this D-SNP Contract, including continuing D-SNP Contract requirements that are the subject of, or related to, D-SNP Contractor's Notice of Dispute until there is a final decision from the DHCS Contracting Officer, the ADO or a decision on an appeal in Sacramento County Superior Court or any California court of appeal.

G. Waiver of Claims

D-SNP Contractor waives all claims or issues if it fails to timely submit a Notice of Dispute with all substantiating documents within the timeframes set forth in Paragraph B of this Provision. D-SNP Contractor also waives all claims or issues set forth in its Notice of Dispute if it fails to timely submit all additional substantiating documentation within 30 calendar days at the DHCS Contracting Officer or ADO's request. D-SNP Contractor also waives all claims or issues set forth in its Notice of Dispute if it fails to timely appeal the DHCS Contracting Officer or ADO's decision in the manner and within the time specified in this Provision 18. D-SNP Contractor's waiver includes all damages whether direct or consequential in nature.

19. Audit

In addition to Exhibit C, Provision 4, Audit, D-SNP Contractor also agrees to the following:

The D-SNP Contractor will maintain such books and records necessary to disclose how the D-SNP Contractor discharged its obligations under this D-SNP Contract. These books and records will disclose the quantity of Covered Services provided under this D-SNP Contract, the quality of those services, the manner for those services, the persons eligible to receive Covered Services, and the manner in which the Contractor administered its daily business.

A. Books and Records

These books and records will include, but are not limited to, all physical records originated or prepared pursuant to the performance under this D-SNP Contract including working papers; reports submitted to DHCS; all medical records, medical charts and prescription files; and other documentation pertaining Covered Services rendered to Members.

B. Records Retention

Notwithstanding any other records retention time period set forth in this D- SNP Contract, these books and records will be maintained for a

minimum of five years from the end of the current Fiscal Year in which the date of service occurred; in which the record or data was created or applied; and for which the financial record was created or the D-SNP Contract is terminated, or, in the event the D-SNP Contractor has been duly notified that DHCS, Department of Health and Human Services (DHHS), Department of Justice (DOJ) or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the D-SNP Contract, until such time as the matter under audit or investigation has been resolved, whichever is later.

20. Inspection Rights

In addition to Exhibit D(F), Provision 8, Site Inspection, D-SNP Contractor also agrees to the following:

Through the end of the records retention period specified in Provision 23, Audit, Paragraph B, Records Retention above, D-SNP Contractor shall allow the DHCS, DHHS, the Comptroller General of the United States, DOJ Bureau of Medi-Cal Fraud, Department of Managed Health Care (DMHC), and other authorized State agencies, or their duly authorized representatives, including DHCS' external quality review organization contractor, to audit, inspect, monitor or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this D-SNP Contract, and to inspect, evaluate, and audit any and all premises, books, records, equipment, contracts, computers, or other electronic systems and facilities maintained by D-SNP Contractor pertaining to these services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Contract, including working papers, reports, and books of account, medical records, prescription files, laboratory results, information systems and procedures, and any other documentation pertaining to medical and non-medical services rendered to Members. Upon request, through the end of the records retention period specified in Provision 23, Audit, Paragraph B, Records Retention above, D-SNP Contractor shall furnish any record, or copy of it, to DHCS or any other entity listed in this section, at D-SNP Contractor's sole expense.

A. Facility Inspections

DHCS shall conduct unannounced validation reviews on a number of the D-SNP Contractor's primary care sites, selected at DHCS' discretion, to verify compliance of these sites with DHCS requirements.

B. Access Requirements and State's Right to Monitor

Authorized State and federal agencies will have the right to monitor all

aspects of the D-SNP Contractor's operation for compliance with the provisions of this D-SNP Contract and applicable Federal and State laws and regulations. Such monitoring activities will include, but are not limited to, inspection and auditing of D-SNP Contractor and provider facilities, management systems and procedures, and books and records as the Director deems appropriate, at any time during the D-SNP Contractor's or other facility's normal business hours. The monitoring activities will be either announced or unannounced.

1) To assure compliance with the D-SNP Contract and for any other reasonable purpose, the State and its authorized representatives and designees will have the right to premises access, with or without notice to the D-SNP Contractor. This will include the MIS operations site or such other place where duties under the D-SNP Contract are being performed.

2) Staff designated by authorized State agencies will have access to all security areas and the D-SNP Contractor will provide reasonable facilities, cooperation and assistance to State representative(s) in the performance of their duties. Access will be undertaken in such a manner as to not unduly delay the work of the D-SNP Contractor.

21. Confidentiality of Information

In addition to Exhibit D(F), Provision 13, Confidentiality of Information, D-SNP Contractor also agrees to the following duties and responsibilities with respect to confidentiality of information and data:

A. Notwithstanding any other provision of this D-SNP Contract, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 42, CFR, Section 431.300 et seq., Welfare and Institutions Code, Section 14100.2, and regulations adopted thereunder. For the purpose of this D-SNP Contract, all information, records, data, and data elements collected and maintained for the operation of the D-SNP Contract and pertaining to Members shall be protected by the D-SNP Contractor from unauthorized disclosure.

D-SNP Contractor may release medical records in accordance with applicable law pertaining to the release of this type of information. D-SNP Contractor is not required to report requests for Medical Records made in accordance with applicable law. Exhibit G is hereby incorporated into this contract by reference.

B. With respect to any identifiable information concerning a Member under this D-SNP Contract that is obtained by the D-SNP Contractor, the D-SNP Contractor:

1) Will not use any such information for any purpose other than carrying out the express terms of this D-SNP Contract;

2) Will promptly transmit to DHCS all requests for disclosure of such information, except requests for medical records in accordance with applicable law;

3) Will not disclose, except as otherwise specifically permitted by this D-SNP Contract, any such information to any party other than DHCS without DHCS' prior written authorization specifying that the information is releasable under 42 CFR, Section 431.300 et seq., Welfare and Institutions Code, Section 14100.2, and regulations adopted thereunder; and

4) Will, at the termination of this D-SNP Contract, return all such information to DHCS or maintain such information according to written procedures sent to the D-SNP Contractor by DHCS for this purpose.

22. Third-Party Tort and Workers' Compensation Liability

D-SNP Contractor shall identify and notify DHCS' Third Party Liability and Recovery Branch of all instances or cases in which D-SNP Contractor believes an action by the Medi-Cal Member involving casualty insurance or tort or Workers' Compensation liability of a third party could result in recovery by the Member of funds to which DHCS has lien rights under Welfare and Institutions Code Article 3.5 (commencing with Section 14124.70), Part 3, Division 9, D-SNP Contractor shall make no claim for recovery of the value of case management rendered to a Member in such cases or instances and such case or instance shall be referred to DHCS' Third Party Liability and Recovery Branch within ten (10) calendar days of discovery. To assist DHCS in exercising its responsibility for such recoveries, D-SNP Contractor shall meet the following requirements:

A. If DHCS requests service information and/or copies of reports for Covered Services to an individual Member, D-SNP Contractor shall deliver the requested information within 30 calendar days of the request.

B. Information to be delivered shall contain the following data items:

1) Member name.

2) Full 14-digit Medi-Cal number.

3) Social Security Number.

4) Date of birth.

5) Diagnosis code and description of illness/injury (if known).

6) Procedure code and/or description of services rendered (if known).

C. D-SNP Contractor shall identify to DHCS' Third Party Liability and Recovery Branch the name, address and telephone number of the person responsible for receiving and complying with requests for mandatory and/or optional at-risk service information.

D. If D-SNP Contractor receives any requests from attorneys, insurers, or beneficiaries for copies of referrals, D-SNP Contractor shall refer the request to the Third Party Liability and Recovery Branch with the information contained in Paragraph B above, and shall provide the name, address and telephone number of the requesting party.

E. Use the TPLManagedCare@dhcs.ca.gov inbox for all communications regarding D-SNP Contractor's service and utilization information, and paid invoices and claims submissions, to submit questions or comments related to the preparation and submission of these reports, and for issues related to accessing the secure file transfer protocol folders.

23. Records Related To Recovery for Litigation

A. Upon request by DHCS, D-SNP Contractor shall timely gather, preserve and provide to DHCS, in the form and manner specified by DHCS, any information specified by DHCS, subject to any lawful privileges, in D-SNP Contractor's possession, relating to threatened or pending litigation by or against DHCS.

B. If D-SNP Contractor asserts that any requested documents are covered by a privilege, D-SNP Contractor shall:

1) Identify such privileged documents with sufficient particularity to reasonably identify the document while retaining the privilege; and

2) State the privilege being claimed that supports withholding production of the document.

C. Such a request shall include, but is not limited to, a response to a request for documents submitted by any party in any litigation by or against DHCS. D-SNP Contractor acknowledges that time may be of the essence in responding to such request. D-SNP Contractor shall use all reasonable efforts to immediately notify DHCS of any subpoenas, document production requests, or requests for records, received by D-SNP Contractor related to this D-SNP Contract entered into under this D-SNP Contract.

24. Equal Opportunity Employer

D-SNP Contractor must comply with all applicable federal and State employment discrimination laws. D-SNP Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the D-SNP Contractor, state that it is an equal opportunity employer, and will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by DHCS, advising the labor union or workers' representative of the D-SNP Contractor's commitment as an equal opportunity employer and will post copies of the notice in conspicuous places available to employees and applicants for employment.

25. Discrimination Prohibitions

A. Member Discrimination Prohibition

D-SNP Contractor shall not unlawfully discriminate against Members or beneficiaries eligible for enrollment into Contractor's D-SNP on the basis of sex, race, color, religion, ancestry, national origin, creed, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information marital status, gender, gender identity, marital status, gender, gender identity, sexual orientation, or identification with any other persons or groups defined in Penal Code 422.56, in accordance with the statutes identified in Exhibit E, Attachment 2, Provision 26 below, rules and regulations promulgated pursuant thereto, or as otherwise provided by law or regulations. For the purpose of this D-SNP Contract, discrimination may include, but is not limited to, the following:

1) Denying any Member case any Covered Services;

Exhibit E, Attachment 2
PROGRAM TERMS AND CONDITIONS

2) Providing to a Member any Covered Service which is different, or is provided in a different manner or at a different time from that provided to other Members under this Contract except where medically indicated;

3) Subjecting a Member to segregation or separate treatment in any manner related to the receipt of any Covered Service;

4) Restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any Covered Service, treating a Member or a beneficiary eligible for enrollment into the Contractor's D-SNP differently from others in determining whether he or she satisfies any admission, Enrollment, quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any Covered Service;

5) The assignment of times or places for the provision of services on the basis of the sex, race, color, religion, ancestry, national origin, creed, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, sexual orientation, or identification with any other persons or groups defined in Penal Code 422.56.

6) Failing to make Auxiliary Aids available, or to make reasonable Accommodations in policies, practices, or procedures, when necessary to avoid discrimination on the basis of disability;

7) Failing to ensure meaningful access to programs and activities for Limited English Proficient (LEP) Members and Potential Enrollees.

8) D-SNP Contractor shall take affirmative action to ensure that Members are provided Covered Services without regard to sex, race, color, religion, ancestry, national origin, creed, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, sexual orientation, or identification with any other persons or groups defined in Penal Code 422.56, except as needed to provide equal access to Limited English Proficient (LEP) Members or Members with disabilities, or as medically indicated.

9) For the purposes of this section, physical handicap includes the carrying of a gene which may, under some circumstances, be associated with disability in that person's offspring, but which

Back to Item

Back to Agenda

causes no adverse effects on the carrier. Such genes will include, but are not limited to, Tay-Sachs trait, sickle cell trait, thalassemia trait, and X-linked hemophilia.

B. Discrimination Related to Health Status

D-SNP Contractor shall not discriminate among eligible individuals on the basis of their health status requirements or requirements for health care services during enrollment, re-enrollment or disenrollment. D-SNP Contractor will not terminate the enrollment of an eligible individual based on an adverse change in the Member's health.

26. Federal and State Nondiscrimination Requirements

D-SNP Contractor shall comply with all applicable federal requirements in Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 (regarding education programs and activities, as amended); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973, as amended; Titles I and II of the Americans with Disabilities Act of 1990, as amended; Section 1557 of the Patient Protection and Affordable Care Act of 2010; and federal implementing regulations issued under the above-listed statutes. D-SNP Contractor shall also comply with California nondiscrimination requirements, including, without limitation, the Unruh Civil Rights Act, Sections 7405 and 11135 of the Government Code, Section 14029.91 of the Welfare and Institutions Code, and state implementing regulations.

27. Discrimination Grievances

D-SNP Contractor shall process a grievance for discrimination as required by APL 21-004, and in accordance with federal and State nondiscrimination law as stated in 45 CFR § 84.7; 34 CFR § 106.8; 28 CFR § 35.107; and W&I Code § 14029.91(e)(4).

A. D-SNP Contractor shall designate a discrimination grievance coordinator responsible for ensuring compliance with federal and State nondiscrimination requirements, and investigating discrimination grievances related to any action that would be prohibited by, or out of compliance with, federal or State nondiscrimination law.

B. D-SNP Contractor shall adopt procedures to ensure the prompt and equitable resolution of discrimination grievances by D-SNP Contractor. D-SNP Contractor shall not require a Member or potential enrollee to file a discrimination Grievance with D-SNP Contractor before filing with the DHCS Office of Civil Rights or the U.S. Health and Human Services Office for Civil Rights.

C. Within ten calendar days of mailing a discrimination grievance resolution letter, D-SNP Contractor shall submit the following information regarding the discrimination grievance in a secure format to the DHCS Office of Civil Rights:

1) The original discrimination grievance;

2) The provider's or other accused party's response to the discrimination grievance;

3) Contact information for the personnel primarily responsible for investigating and responding to the discrimination grievance on behalf of D-SNP Contractor;

4) Contact information for the person filing the discrimination grievance, and for the provider or other accused party that is the subject of the discrimination grievance;

5) All correspondence with the person filing the discrimination grievance regarding the discrimination grievance, including, but not limited to, the discrimination grievance acknowledgment letter and resolution letter; and

6) The results of D-SNP Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

28. Nondiscrimination Notice and Language Taglines

A. D-SNP Contractor shall post (1) a DHCS-approved nondiscrimination notice, and (2) language taglines in a conspicuously visible font size in English, the threshold languages, and at least the top 15 non-English languages in the State, and any other languages, as determined by DHCS, explaining the availability of free language assistance services, including written translation and oral interpretation, and information on how to request Auxiliary Aids and services, including materials in alternative formats. The nondiscrimination notice and taglines shall include D-SNP Contractor's toll-free and TTY/TDD telephone number for obtaining these services, and shall be posted in the Member Services Guide/Evidence of Coverage, and in all Member information, informational notices, and materials critical to obtaining services targeted to Members, potential Members, applicants, and members of the public, in accordance with APL 21-004 and APL 22-002, 42 CFR section 438.10(d)(2)-(3), and W&I Code section 14029.91(f) and 14029.92(c).

B. D-SNP Contractor's nondiscrimination notice shall include all information required by W&I Code section 14029.91(e) and APL 21-004, any additional information required by DHCS, and shall provide information on how to file a discrimination grievance with:

1) Both D-SNP Contractor and the DHCS Office of Civil Rights, if there is a concern of discrimination in the Medi-Cal program based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation or identification with any other persons or groups defined in Penal Code 422.56. (W&I Code section 14029.91(e); H&S Code section 11135; and

2) The United States Department of Health and Human Services Office for Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability. (W&I Code section 14029.91(e)).

29. Small Business Participation and Disabled Veteran Business Enterprises (DVBE) Reporting Requirements

A. D-SNP Contractor must comply with applicable requirements of California law relating to Disabled Veteran Business Enterprises (DVBE) commencing at Public Contract Code section 10230.

B. If for this D-SNP Contract, D-SNP Contractor made a commitment to achieve small business participation, then D-SNP Contractor must annually and within 60 calendar days of receiving final payment under this D-SNP Contract report to DHCS the actual percentage of small business participation that was achieved per Government Code section 14841.

C. If for this D-SNP Contract, D-SNP Contractor made a commitment to achieve DVBE participation, then D-SNP Contractor must annually and within 60 calendar days of receiving final payment under this D-SNP Contract certify in a report to DHCS the following:

1) The total amount Contractor received under the Contract;

2) The name and address of the DVBE(s) that participated in the performance of the Contract;

3) The amount each DVBE received from Contractor;

4) That all payments under the Contract have been made to the DVBE; and

5) The actual percentage of DVBE participation that was achieved, per Mil. & Vets. Code section 999.5(d), and Government Code section 14841.

30. Word Usage

Unless the context of this D-SNP Contract clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," "must," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.

31. Federal False Claims Act Compliance

Effective January 1, 2007, D-SNP Contractor shall comply with 42 USC Section 1396a (a)(68), Employee Education About False Claims Recovery, as a condition of receiving payments under this D-SNP Contract. Upon request by DHCS, D-SNP Contractor shall demonstrate compliance with this provision, which may include providing DHCS with copies of D-SNP Contactor's applicable written policies and procedures and any relevant employee handbook excerpts.

Boilerplate EAE

Exhibit G

BUSINESS ASSOCIATE ADDENDUM

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term “Agreement” as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term “Business Associate” shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

   4.1 As used in this Agreement and unless otherwise stated, the term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

   4.2 As used in this Agreement, the term “confidential information” refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. D-SNP Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, “use or disclose PHI”) in order to fulfill Business Associate’s obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties.”

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate**. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement

on behalf of DHCS, provided that such use or disclosure would not violate HIPAA if done by DHCS.

7.1 Specific Use and Disclosure Provisions. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Nondisclosure. Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security.

9.2.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be, at a minimum, at Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to

9.2.2.1 NIST SP 800-53 – National Institute of Standards and Technology Special Publication 800-53

9.2.2.2 FedRAMP – Federal Risk and Authorization Management Program

9.2.2.3 PCI – PCI Security Standards Council

9.2.2.4 ISO/ESC 27002 – International Organization for Standardization / International Electrotechnical Commission standard 27002

9.2.2.5 IRS PUB 1075 – Internal Revenue Service Publication 1075

9.2.2.6 HITRUST CSF – HITRUST Common Security Framework

9.2.3 Business Associate shall maintain, at a minimum, industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.2.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a

confidentiality statement prior to access to such data. The statement must be renewed annually.

9.2.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.3 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible,

Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

18. **Breaches and Security Incidents.** Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to DHCS.

18.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.

18.1.2 Business Associate shall notify DHCS **within 24 hours by email** (or by telephone if Business Associate is unable to email DHCS) of the discovery of:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential data affecting this Agreement.

18.1.3 Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS

Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information at Section 18.6. below.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at http://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation. Business Associate shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request

approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS. If the cause of a breach of PHI is attributable to Business Associate or its subcontractors, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 DHCS Contact Information. To direct communications to the above referenced DHCS staff, D-SNP Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work Exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

19. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

20.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement

and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

20.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

21. Termination

21.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 **Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

22.1 **Disclaimer**. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2. **Amendment**.

22.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

22.4 **No Third-Party Beneficiaries**. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

22.5 **Interpretation**. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Additional CY 2023 Agreement 16 – 93274 Detail

Section/Provision:	PDF page	Updates to Provision:
Exhibit A - SCOPE OF WORK		
1. Service Overview	1	• Clarifies language to explicitly state the D-SNP Contractor parent organization also holds a Medi-Cal Managed Care contract with DHCS. • Reiterate the D-SNP is responsible for coordination of all Medi-Cal and Medicare benefits, including Medi-Cal benefits identified in Exhibit H.
1. Care Coordination	4-6	• Explicitly states behavioral health services includes specialty mental health and substance use disorder, and replaces reference for "County Mental Health Plan" to read "county behavioral health agency". • Modifies language for who to contact for care coordination of the different types of services (BH, IHSS, Medi-Cal Dental, Medi-Cal Rx). • Adds a new provision 1.E to require D-SNP Contractor track Member use of Supplemental Benefits and exhausts Supplemental Benefits prior to or concurrent with authorization of or referral for Medi-Cal benefits, including but not limited to Dental, Vision, Community Supports, and Behavioral Health. • Updates reference to 2024 **DHCS D-SNP Policy Guide** for State-specific Care coordination requirements: ▸ (provision 1.F.2)) Explicitly cites the inclusion of palliative care teams ▸ (provision 1.F.3)) New requirement for assessment of caregiver support needs, if a Member identifies a caregiver as part of the D-SNP assessment process ▸ (provision 1.F.4)) New requirement for face-to-face encounters on at least an annual basis as feasible and with the Member's consent, for the delivery of health care or care management of care coordination services ▸ (provision 1.F.5)) Explicitly cites encouraging primary care providers to leverage Dementia Care Aware resources for any primary care appointment to detect cognitive impairment. ▸ (provision 1.F.7)) New requirement to include four (4) or more populations of focus from the Medi-Cal Enhanced Care Management (ECM) program and demonstrating how the D-SNP contractor's model of care includes and reflects the delivery of ECM core services ▸ (provision 1.F.8)) New requirement to provide and coordinate inpatient and outpatient/community-based palliative care referrals and services for Members who meet Medi-Cal criteria for palliative care.
2. Information Sharing	6-8	• (provision 2.B.5)) Modifies the Information Sharing requirements to eliminate the allowance of the D-SNP using an alternate approach for the first 6 months of 2023.
3. Integrated Materials	8-10	• Clarifies language to include citations to the federal regulations that are in addition to the State requirements in the SMAC. • Explicitly requires the use of the Single Member Services phone number in all Integrated Materials (*ANOC, Member Handbook, SB, Member ID card, Directory, Formulary*) • (provision 3.A.3)) New requirement to include Medi-Cal Dental benefits in marketing materials. D-SNP Contractor must include

Back to Item

Back to Agenda

Section/Provision:	PDF page	Updates to Provision:
		information about Medi-Cal Dental benefits in any materials that provide member information about D-SNP Dental Supplemental Benefits. • (provision 3.A.5)) New requirement to have a process for ensuring that Members can make a standing request to receive materials in alternative formats and in all non-English languages, at the time of request and on an ongoing basis thereafter. • (provision 3.A.6)) New requirement for Provider Directories to identify providers that accept both Medicare and Medi-Cal, including Medi-Cal Dental providers, in a clear manner for Members. • (provision 3.A.7)) New requirement to reference the submission and review process for integrated materials in the D-SNP Policy Guide.
5. Quality and Data Reporting	10-11	• New provision to state that DHCS will add measures as needed, and details will be provided in the CalAIM D-SNP Policy Guide for 2024.
6. Consumer Participation in Governance Boards	11-12	• Several new provisions added to outline the State-specific requirements, in addition to the federal regulatory citation of 42 CFR §422.107(f). Specifically, the following is required of consumer participation in governance boards: 1) Meets at least quarterly throughout the contract year. 2) Sets a minimum number of member seats of four (4). 3) Ensures membership ratio is representative of topics relevant to dual eligible population. 4) Includes a reasonably representative sample of the population enrolled in D-SNP, including Members, family members and caregivers that reflect the diversity of the D-SNP population, including individuals with disabilities. 5) Solicits input on ways to improve access to Covered Services, coordination of services, and health equity for underserved populations, among other topics. • Requires the reporting of committee charter and membership to CMS and DHCS quarterly, instead of annually.
8. Coverage Area and Eligible Beneficiaries	12-13	• New provision that states D-SNP may only enroll beneficiaries 21 year of age or older.
10. Member Billing Prohibitions	13-14	• New provision to explicitly require D-SNP Contractor's provider agreements must specify that a contracted Medicare provider agrees to accept D-SNP Contractor's Medicare reimbursement as payments in full for services rendered to Members, or to bill Medi-Cal or the Member's Medi-Cal MCP as applicable for any additional Medicare payments that may be reimbursed by Medi-Cal.
11. Provider Network Requirements	14-15	• Modified language to clarify website URLs for resources. • Requirements formerly included in this section were moved to provision 3. Integrated Materials section, under the Provider Directory requirements. • Reiterates the D-SNP Policy Guide will include network guidance and requirements. • For D-SNPs that offer Supplemental Dental benefits, requires the D-SNP to report the level of overall for the dental network and Medi-Cal dental network.
12. Medicare Continuity of Care	15-16	• New provisions to include the federal citations, in addition to the State-specific requirements for Durable Medical Equipment and

Back to Item

Back to Agenda

Section/Provision:	PDF page	Updates to Provision:
		medical supplies, noted in the D-SNP Policy Guide as well as All Plan Letter (APL) 22-032: *COC 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 1/1/23*.
13. Medi-Cal and Medicare Eligibility Verification and Medi-Cal Plan Enrollment	16	• New provision added to reference D-SNP can access the DHCS Automated Eligibility Verification System (AEVS) to produce 270 and 271 transactions via the Medi-Cal transaction Services website. • New provision to require D-SNP should complete the Medi-Cal Point of Service (POS) Network/Internet Agreement and the Medi-Cal Telecommunications Provider and Biller Application/Agreement (DHCS 6153) in order to test real time and batch transactions before receiving access to AEVS.
14. Medicare Deeming Period	17	• Modifies language in provision to add a qualifier for those Members who have lost Medi-Cal eligibility and can reasonably be expected to regain Medi-Cal eligibility.
15. Contract Term	17	• Modifies the contract term to be defined as only for 2024 - 1/1/24-12/31/24.
20. Integrated Appeals and Grievances	20-22	• Section renamed from "Additional Guidance" to "Integrated Appeals and Grievances". • Several new provisions transferred into SMAC that were previously specified in 2023 D-SNP Policy Guide.
Exhibit E, Attachment 1 Definitions		
Definitions	36-41	• Revise existing definitions, as well as adds new terms, such as: ▸ Care Coordination ▸ Supplemental Benefits

Back to Item

Back to Agenda

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken May 4, 2023
Regular Meeting of the CalOptima Health Board of Directors

Consent Calendar

8. Appointment to the CalOptima Health Board of Directors' Member Advisory Committee

Contacts

Yunkyung Kim, Chief Operating Officer, (714) 923-8834
Ladan Khamseh, Executive Director Operations, (714) 246-8866

Recommended Action

The CalOptima Health Member Advisory Committee (MAC) recommends the appointment of Keiko Gamez to serve a remaining term on the MAC as the OneCare Member Representative, effective May 4, 2023, for a term ending June 30, 2025.

Background

The CalOptima Health Board of Directors established the MAC by resolution on February 14, 1995, to provide input to the Board. The MAC is comprised of 15 voting members with 14 MAC members serving three-year terms and one standing seat for the representative from the County of Orange Social Services Agency. The CalOptima Health Board is responsible for the appointment of all MAC members.

Discussion

In November 2022, the MAC was restructured to incorporate three seats from the former OneCare Connect Member Advisory Committee (OCC MAC) to represent a OneCare voice on the committee. Appointing a family member to the committee will allow for full compliance with the current Department of Health Care Services (DHCS) contract requirement for OneCare representation on the MAC.

The MAC requests that the following individual be appointed as a OneCare Member/Family Member:

OneCare Member/Family Member Representative

Keiko Gamez

Ms. Gamez is a OneCare Connect member who is interested in serving others. She has experienced many difficulties in her life, but overcoming these experiences provides her with the opportunity to make valuable contributions to the committee. Ms. Gamez also wants to help others who experience difficulties accessing care. She describes herself as a problem solver with skills to resolve difficult tasks. Ms. Gamez is a former OCC MAC member who served on that committee for four years and was the committee vice chair for two years through December 31, 2022.

Fiscal Impact

There is no fiscal impact in the current year. Effective July 1, 2023, each member or family member representative appointed to the MAC may receive a stipend of up to $50 per committee meeting attended. Management will include funding for the stipends in the proposed Fiscal Year 2023-24 and future operating budgets.

Back to Agenda

Rationale for Recommendation

CalOptima Health's contract with DHCS for the D-SNP program, known as OneCare, requires that CalOptima Health include seats representing the OneCare program on its MAC. By appointment of the recommended candidate, CalOptima Health will fully meet the terms of its DHCS contract as it relates to its OneCare D-SNP program.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachments

None

/s/ Michael Hunn *04/26/2023*

Authorized Signature **Date**

Back to Agenda

CalOptima Health Board Action Agenda Referral

Action To Be Taken May 4, 2023
Regular Meeting of the CalOptima Health Board of Directors

Consent Calendar

9. Adopt Resolution No. 23-0504-02 Approving and Adopting Updated and New CalOptima Health Human Resources Policies

Contacts

Michael Hunn, Chief Executive Officer, (657) 900-1481
Brigette Hoey, Chief Human Resources Officer, (714) 246-8405

Recommended Actions

Adopt Resolution No. 23-0504-02 approving:

1. Updated CalOptima Health policies:
    a. GA.8031: Internship Program;
    b. GA.8032: Employee Dress Code;
    c. GA.8037: Leave of Absence;
    d. GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation
    e. GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence;
    f. GA.8042: Supplemental Compensation and Attachments A-B; and
    g. GA.8059: Attendance and Timekeeping.
2. New CalOptima Health policy:
    a. GA.8060 Recruitment, Selection, and Hiring.

Background

Near CalOptima Health's inception, the Board of Directors (Board) delegated authority to the Chief Executive Officer (CEO) to develop and implement employee policies and procedures and to amend them as appropriate from time to time, subject to bi-annual updates to the Board. CalOptima Health's Bylaws require that the Board adopt by resolution, and from time to time amend, procedures, practices, and policies for, among other things, hiring employees and managing personnel.

Discussion

Staff includes the list of policies and a summary of changes for the updated policies.

GA.8031: Internship Program: This policy establishes an Internship Program to provide an opportunity for vocational, college, university, and/or graduate students to apply traditional academic classroom learning to actual work experience within Orange County's only public agency health plan, and to support our community by providing a cost-effective means to create an experienced and skilled workforce for the future.

Policy Section	Proposed Change	Rationale	Impact
II.E.1.c. and II.E.2.b.vi	Replaces requirement that school agreements be	Streamlines the process for entering into school	Increases efficiency while

Back to Agenda

Policy Section	Proposed Change	Rationale	Impact
	presented to the Board with a requirement that the agreement template and any deviations be approved by legal services and the CEO.	agreements while ensuring proper review occurs through legal and the CEO.	ensuring oversight.
II.E.2.a.i-vii	Updates language to require departments sponsoring an unpaid intern do so in alignment with the Fair Labor Standards Act (FLSA).	Sets expectations of the sponsoring department to ensure the trainee/intern is exempt from minimum wage requirements and aligns with Department of Labor standards.	Ensures that an unpaid intern is classified correctly for wage/hour obligations and eliminates non-compliance with minimum wage provisions of the FLSA.
III. Table. Intern	Eliminates ability to submit a paper application.	Aligns with current process.	Aligns policy with current practice and provides clarity.
III. Table. Sponsoring Department.4	Adds examples of what may be included in a selection process.	Aligns with current process and provides more detail regarding the sponsoring department's actions. Align with policy GA.8019: Promotions and Transfers.	Aligns policy with practice and provides clarity.

GA.8032: Employee Dress Code: This policy sets forth the guidelines CalOptima Health employees shall follow to maintain appropriate attire and grooming at the workplace, including field and remote work locations.

Policy Section	Proposed Change	Rationale	Impact
I	Adds "grooming" and expanded policy purpose to include "field and remote work locations".	Provides clarity to policy purpose as grooming was referenced in policy provisions and aligns with community and telework environments.	Includes all employees in the dress code when they are representing CalOptima Health.

Back to Agenda

Policy Section	Proposed Change	Rationale	Impact
II.A	Changes the dress code from business casual attire to casual attire as the standard.	Allows for the continuation of casual attire as the dress code standard that has been maintained during the public health emergency.	Allows for appropriate casual dress attire to occur after the end of the public health emergency and may result in increased employee satisfaction.
II.B	Adds language regarding when business casual or business professional attire may be required.	Sets expectations and clarifies when casual attire may not be appropriate and business casual or professional attire may be required.	Allows management to require employees to dress appropriately for the circumstances, which on occasion may involve business casual or professional attire and sets casual attire as the standard dress code.
II.F	Adds management responsibility for modeling and monitoring policy adherence and addressing non-compliance.	Provides expectation that leaders not only adhere to the policy, but address violations, when applicable.	Holds leaders accountable for compliance with and enforcement of the dress code.
III. Table. Department Manager.	Expands department manager's responsibility from "interpret and enforce" to "model, monitor, and enforce" (the standards) and added a step for department manager to apply performance management and/or corrective action when necessary.	Sets expectation that department managers must not only adhere to the dress code but enforce it as well. Provides clarity that the department manager may utilize performance management and corrective action, as needed, to enforce the dress code.	Requires leaders to adhere to the dress code and enforce it with their employees.
IX. Glossary. Business Casual Attire	Removes statement that allowed management within each department to define "appropriate"	Eliminates individual interpretation and reduces inconsistency in application of the dress	Reduces inconsistency in application of the dress code.

Back to Agenda

Policy Section	Proposed Change	Rationale	Impact
	business casual attire and removed exclusions to business casual attire that are already listed in the casual attire definition.	code, and reduces redundant language in the policy.	
IX. Glossary. Business Professional Attire	Adds definition of business professional attire to the glossary.	Communicates and sets expectations of what is allowable and required when business professional attire is required.	Provides expectations and increases employees' ability to adhere to the dress code when business professional attire is required.
IX. Glossary. Casual Attire	Removes the restriction that casual attire is only permitted on Fridays, unless otherwise specified. Updates the examples of what is not allowed with casual attire and emphasized the many types of t-shirts that are not included in casual attire.	Ensures compliance with casual attire and minimizes employees' dressing more casual than appropriate for the workplace.	Provides expectations and increases employees' ability to adhere to the dress code when casual attire is allowed.

GA.8037: Leave of Absence: This policy outlines the general rules and restrictions applicable to a Leave of Absence (LOA).

Policy Section	Proposed Change	Rationale	Impact
II.E.1	Adds "An employee is entitled to take an additional two (2) workdays off as either PTO or unpaid time off [maximum of sixteen (16) hours]. The first five (5) days of paid or unpaid bereavement leave taken in the three (3) months following the death of the family member are considered protected leave."	Complies with Assembly Bill 1949, adding two (2) days of unpaid leave to existing policy.	Guarantees employees an additional two (2) days of unpaid leave in addition to three (3) paid bereavement days. Enables CalOptima Health to comply

Policy Section	Proposed Change	Rationale	Impact
			with Assembly Bill 1949.
II.E.6.a	Adds National Guard active duty, inactive duty, and training drill periods as paid leave for up to thirty (30) calendar days.	Complies with Senate Bill 984.	Expands paid military leave to employees engaged in these military related activities for up to thirty (30) calendar days. Enables CalOptima Health to comply with Senate Bill 984.
II.E.6.b	Adds military leave of absence without pay or use of paid time off (PTO) for inactive duty obligations involving members of reserve military units and the National Guard who are required to perform inactive duty obligations.	Complies with Senate Bill 984.	Expands unpaid leave or use of PTO to employees who are members of reserve military units and the National Guard and are required to perform inactive duty.
III.D	Adds two (2) new supplemental compensations as examples. Revises language regarding executive incentives to clarify that proration of the incentive only occurs when the executive is on personal LOA and not a protected LOA. Revises language regarding executives' employment status so that executives must be current employees during the pay period the executive incentive is paid out to be eligible to receive the incentive.	Aligns supplemental compensation examples with policy GA.8042 Supplemental Compensation. Clarifies when proration of the executive incentive occurs and aligns the policy with the practice, which allows an executive on a protected leave to receive an incentive that has not been prorated. Clarifies that the executive can be on leave but must be employed when the incentive	Provides clarity and alignment with policy GA.8042. Supplemental Compensation. Clarifies that proration of the incentive for an executive who was on protected leave is not required or allowed, increases consistency, and

Back to Agenda

Policy Section	Proposed Change	Rationale	Impact
		is paid out to be eligible to receive the incentive.	reduces risk of retaliation claims.

GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation: To outline the Pregnancy Disability Leave of Absence (PDL) and workplace accommodations available to eligible pregnant and lactating employees.

Policy Section	Proposed Change	Rationale	Impact
Policy Name	Updates policy name to include lactation accommodation.	Expands policy name to align with updated policy purpose. Covers provisions of California Labor Code §§ 1030-1033; Federal Providing Urgent Maternal Protection (PUMP) for Nursing Mothers Act.	Clarifies this policy now covers lactation accommodation in addition to pregnancy disability leave.
I	Adds "workplace accommodations" to the purpose statement and further defines eligible employees as "pregnant and lactating employees".	Expands policy purpose and specifies eligible employees covered by the policy includes lactating individuals.	Expands employer lactation accommodation requirements.
II.A	Adds the Federal Pregnant Workers Fairness Act (PWFA) to the authority defining eligibility for PDL, workplace accommodations and lactation accommodation requirements. Adds requirement that CalOptima Health provide reasonable break time and adequate space to express breast milk for employees who need to express breast milk for their infant children.	Complies with the PWFA, California Labor Code §§ 1030-1033, and the Federal PUMP for Nursing Mothers Act.	Aligns policy with current practice and compliance with PWFA, California Labor Code §§ 1030-1033, and the Federal PUMP for Nursing Mothers Act.
II.C.5	Adds provision that allows CalOptima Health to recover from an employee the insurance	Provides transparency of this provision and sets expectations for	Increases awareness of process and practice and

Back to Agenda

Policy Section	Proposed Change	Rationale	Impact
	premiums paid by CalOptima Health when the employee fails to return to work at the end of their PDL. Adds four (4) reasons when the employee's failure to return to work does not result in recovery of insurance premiums.	employees' awareness. Ensures consistency of application by Human Resources (HR).	increases consistency of application.
II.F	Adds the following provisions: • Break time to accommodate an employee's need to express breast milk at work. • CalOptima Health will provide an appropriate place to express breast milk, which includes a surface to place a breast pump and personal items and a place to sit. • Lactation use takes priority when a multipurpose room is used for lactation. • CalOptima Health will provide access to a sink with running water and a refrigerator or other cooling device suitable for storing breast milk near the employee's workspace.	Provides information to eligible employees, as noted in California Labor Code §§ 1030-1033 and aligns practice with policy and compliance with the Federal PUMP for Nursing Mothers Act. Provides transparency of CalOptima Health requirements for employees' awareness.	Aligns policy with current practice and compliance with the Federal PUMP for Nursing Mothers Act and California Labor Code.
III. Table. Employee and Human Resources (HR)	Updates employee and HR actions required for PDL and lactation accommodation.	Updates actions to accurately reflect current practice and new provisions added to the policy.	Provides clarity on the steps and responsibilities of requesting and approving PDL or an accommodation under this policy.
III. Table.	Adds requirement that the supervisor/manager receiving a	Sets expectation for supervisor/manager in	Raises supervisor/manager's

Policy Section	Proposed Change	Rationale	Impact
Supervisor / Manager	lactation accommodation request must provide a timely response to confirm break time(s) authorized.	responding to lactation accommodation request.	awareness of their duty to respond. Minimizes delay in responding to employee request for lactation accommodation. Supports lactating employees' needs and complies with federal and state requirements.

GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence: This policy outlines LOA protocols for employees eligible under the FMLA and CFRA.

Policy Section	Proposed Change	Rationale	Impact
Throughout	Adds "Designated Person" in the definition of eligible family members under the CFRA.	Aligns with expanded CFRA definition of family member that now includes "designated person" per California Assembly Bill 1041.	Expands definition of family to include non-relatives. Allows compliance with the new CFRA definition of eligible family member.
II.B.3	Adds limitation of one designated person in a twelve (12)-month period for eligibility under CFRA.	Aligns with CFRA limitation of one (1) designated person in a twelve (12)-month period, per California Assembly Bill 1041. Provides transparency to employees and ensures consistent application of this new provision.	Limits employees' use of CFRA to one (1) designated person in a twelve (12)-month period in alignment with California Assembly Bill 1041.
III. Table. Employee	Adds requirement that employee must continue to	Clarifies and is transparent that the employee is	Clarifies the steps and

Policy Section	Proposed Change	Rationale	Impact
	timely pay employee share of health insurance premiums while employee is on approved FMLA or CFRA leave and pay both employer and employee share of health insurance premiums when employee is on a personal LOA.	responsible for paying their employee share of health insurance premiums when on leave and the employer share of health insurance in addition to the employee's share when on personal LOA.	employee responsibilities for payment of health insurance premiums when on a LOA.
III. Table.HR	Adds process step to designate leave type and provide notice to employee and additional language regarding managing and processing LOA requests.	Provides clarity and aligns with current process.	Provides transparency to employees on HR's role on processing leave requests.
III. Table. Supervisor and/or Manager	Adds requirement that supervisor/manager must notify HR when an employee may need to take FMLA or CRFA leave and includes some examples of when this may be applicable.	Sets expectation that supervisors and managers must be aware of when an employee may need to take FMLA and/or CFRA leave and what they are required to do as a result.	Requires supervisors to notify HR when an employee may be eligible for FMLA/CFRA so that HR can provide employees with required notice of their rights under FMLA/CFRA.

GA.8042: Supplemental Compensation: This policy establishes general guidelines concerning the use of supplemental compensation above regular base pay to compensate for business needs and to identify items to be reported to CalPERS as "Special Compensation."

Staff recommends a new supplemental benefit, Work Life Balance Stipend. The new stipend will be $500 annually for full-time employees and $250 annually for part-time employees. The scheduled payout will be twice a year, around November and May of each fiscal year.

Policy Section	Proposed Change	Rationale	Impact
II.U	Adds Work Life Balance Stipend of $500 per year for full-time employees and $250	Promotes work life balance of employees by providing funds employees can utilize for services and other purchases	Demonstrates CalOptima Health's commitment to

Back to Agenda

Policy Section	Proposed Change	Rationale	Impact
	per year for part-time employees.	that will enhance employees' work life balance (examples include dependent care expenses, mental health wellness services, fitness activities, and more).	its employees and their wellness, satisfaction, and engagement. Enables employees to select services and other purchases customized to their individual work life balance needs.
III.M	Eliminates requirement to obtain Board approval to offer a recruitment incentive to an executive level position. Adds requirement to inform the Board after a recruitment incentive to an executive level position has been approved. Adds statement that the maximum recruitment incentive offered to an executive level position is $50,000.	Aligns this section (III.M) with a prior section (II.O) of the policy which authorizes recruitment incentives of up to a maximum of $50,000 at the discretion of the CEO and requires informing the Board of the recruitment incentive after approved. Clarifies the maximum recruitment incentive offered to an executive level position is $50,000.	Removes inconsistency within the policy. Increases ability to offer a recruitment incentive to an executive level position candidate without delay and potentially losing the candidate. Limits the CEO's discretion for executive level positions to a maximum of $50,000.

GA.8059: Attendance and Timekeeping: This policy provides employees and leaders with timekeeping guidelines to manage attendance requirements.

Policy Section	Proposed Change	Rationale	Impact
II.D.5.a.i-iii	Adds meal and break periods for non-exempt employees who provide direct patient care or support direct patient care in a general acute care hospital, clinic, or public health setting.	Complies with revision to California Labor Code § 512.1.	Requires that meal and rest periods are provided to certain healthcare employees consistent with California Labor Code § 512.1.
III.F.7.	Adds statement that misrepresentation of work hours includes working or volunteering for another employer or organization during the same hours or schedule as their position with CalOptima Health and secondary employment that would create a conflict of interest is prohibited. Adds requirement that employees must submit the Employee Report of Outside Interest and/or Other employment for approval in accordance with policy GA.8012: Conflicts of Interest.	Sets expectation that employees are prohibited from working or volunteering during their CalOptima Health work schedule and when they have secondary employment or volunteer work that could pose a conflict of interest, they are required to submit a request for review.	Prohibits employees from working for another organization during an employee's CalOptima Health work schedule and from working or volunteering with entities that would create a conflict of interest. Requires employees to submit an Employee Report of Outside Interest and/or Other Employment when a conflict of interest may exist. Provides clarity and alignment with policy GA.8012: Conflicts of Interest.

GA.8060: Recruitment, Selection and Hiring: This is a new policy that establishes merit-based hiring practices as the foundation of CalOptima Health's personnel administration, including recruitment, selection, and hiring. The policy provides for merit-based methods of conducting competitive recruitment and job-related assessments for job posting, evaluation of applicant qualifications, and filling of positions without consideration of the protected characteristics or political affiliation of candidates. The policy aligns with CalOptima's Health commitment to being an Equal Employment Opportunity employer and increases transparency, consistency, and compliance with the hiring process.

Back to Agenda

Fiscal Impact
The recommended action is operational in nature and has no additional fiscal impact beyond what was incorporated in the CalOptima Health Fiscal Year 2022-23 Operating Budget.

The estimated annual fiscal impact for the new Work Life Balance Stipend under policy GA.8042: Supplemental **Compensation** is $870,000. Management will include expenses related to the Work Life Balance Stipend in the proposed FY 2023-24 and future operating budgets.

Concurrence
James Novello, Outside General Counsel, Kennaday Leavitt

Attachments
1. Resolution No. 23-0504-02, Approve Updated Human Resources Policies

2. Revised CalOptima Health Policies

    a. GA.8031: Internship Program
    b. GA.8032: Employee Dress Code
    c. GA.8037: Leave of Absence
    d. GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation
    e. GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence
    f. GA.8042: Supplemental Compensation and Attachments A-B
    g. GA.8059: Attendance and Timekeeping

3. New CalOptima Health Policy

    a. GA.8060 Recruitment, Selection, and Hiring

/s/ Michael Hunn *04/26/2023*
Authorized Signature **Date**

Back to Agenda

RESOLUTION NO. 23-0504-02

RESOLUTION OF THE BOARD OF DIRECTORS ORANGE COUNTY HEALTH AUTHORITY
d.b.a. CalOptima Health

APPROVE UPDATED AND NEW CALOPTIMA HEALTH POLICIES

WHEREAS, section 13.1 of the Bylaws of the Orange County Health Authority, dba CalOptima Health, provide that the Board of Directors shall adopt by resolution, and may from time to time amend, procedures, practices and policies for, among other things, hiring employees, and managing personnel; and

WHEREAS, in 1994, the Board of Directors designated the Chief Executive Officer as the Appointing Authority with full power to hire and terminate CalOptima Health employees at will, to set compensation within the boundaries of the budget limits set by the Board, to promulgate employee policies and procedures, and to amend said policies and procedures from time to time, subject to annual review by the Board of Directors, or a committee appointed by the Board for that purpose.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That the Board of Directors hereby approves and adopts the following updated CalOptima Health policies:

- Policy GA.8031: Internship Program
- Policy GA.8032: Employee Dress Code
- Policy GA.8037: Leave of Absence
- Policy GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation
- Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence
- Policy GA.8042: Supplemental Compensation
- Policy GA.8059: Attendance and Timekeeping

Section 2. That the Board of Directors hereby approves and adopts the following new CalOptima Health policy:

- Policy GA.8060: Recruitment, Selection and Hiring

APPROVED AND ADOPTED by the Board of Directors of the Orange County Health Authority, d.b.a., CalOptima Health this 4th day of May 2023.

Back to Item

Back to Agenda

AYES:
NOES:
ABSENT:
ABSTAIN:

/s/_____
Title: Chair, Board of Directors
Printed Name and Title: Clayton Corwin, Chair, CalOptima Health Board of Directors

Attest:
/s/_____
Sharon Dwiers, Clerk of the Board

Back to Item

Back to Agenda

Policy:	GA.8031
Title:	**Internship Program**
Department:	~~CalOptima Health~~ ~~Administrative~~Human Resources
Section:	~~Human Resources~~Not Applicable
CEO Approval:	*/s/*
Effective Date:	02/01/2014
Revised Date:	TBD
Applicable to:	☐ Medi-Cal ☐ OneCare ☐ PACE ☒ Administrative

For 20230504 BOD Review Only

I. PURPOSE

This policy establishes an Internship Program to provide an opportunity for vocational, college, university, and/or graduate students to apply traditional academic classroom learning to actual work experience within Orange County's only public agency health plan, and to support our community by providing a cost-effective means to create an experienced and skilled workforce for the future.

II. POLICY

A. CalOptima Health may offer paid or unpaid internship positions, at the discretion of each Sponsoring Department, and in accordance with U.S. Department of Labor (DOL) Fair Labor Standards Act (FLSA) guidelines, to provide students in vocational, college, university, or graduate level courses with practical experience.

B. CalOptima Health shall comply with all applicable laws and regulations with respect to ~~CalOptima's~~CalOptima Health's administration of the Internship Program, including, but not limited to, licensing or certification requirements.

C. Interns are not intended to displace employees, and interns should not be used as a means to fill vacant positions.

D. This policy excludes residency/fellowships in connection with pharmacy and medical programs.

E. The Human Resources Department, with the assistance of the Sponsoring Department, shall be responsible for administering the Internship Program within the respective Sponsoring Department, and ensuring that the following Internship Program guidelines are followed.

~~1. Unpaid Internship Requirements~~

~~a. According to the DOL, in order to qualify as a trainee/intern exempt from the minimum wage requirements, the following six (6) criteria must be met:~~

~~i. The internship, even though it includes actual operation of the facilities of the employer, is similar to training which would be given in an educational environment;~~

Back to Item
Back to Agenda

ii. The internship experience is for the benefit of the intern;

iii. The intern does not displace regular employees, but works under close supervision of existing staff;

iv. The employer that provides the training derives no immediate advantage from the activities of the intern, and on occasion its operations may actually be impeded;

v. The intern is not necessarily entitled to a job at the conclusion of the internship; and

vi. The employer and intern understand that the intern is not entitled to wages for the time spent in the internship.

b.a. Unpaid Intern Relationship

i. Unpaid interns must be enrolled in a college or university (two) or four-year degree program, an accredited vocational institution, or a graduate program, and will receive school credit for the internship.

ii. The Human Resources Department, with the assistance of the Sponsoring Department, shall be responsible for ensuring the Internship Program for unpaid interns meets the DOL's six (6) criteria as described in Section II.E.1.a. of this policy.

2

iii.i. Unpaid interns shall not be deemed employees of CalOptima, but rather, are volunteers as defined pursuant to Title 29, Code of Federal Regulations (CFR), Section 553.101.

iv. As a result, unpaid interns are not covered under CalOptima's workers' compensation policy.

v. However, unpaid interns are considered members of CalOptima's "workforce" as that term is defined by the Health Insurance Portability and Accountability Act (HIPAA) regulations at Title 45, CFR, Section 160.103, and shall therefore be required to comply with all HIPAA requirements.

vi. School agreements will be coordinated by the Budget and Vendor Management Department with approval of the agreement template and any deviations therefrom by the Legal Affairs Department, and final approval by the Chief Executive Officer. School agreements should be presented to the Board of Directors for approval in situations where the school requires adherence to their agreement(s), as written, and staff identifies potential risks. Approved and signed school agreements will be reviewed annually by the Sponsoring Department, HR, and the Budget and Vendor Management Departments.

1. Paid Internship Requirements/Relationship

   a. At the discretion of each Sponsoring Department, the Sponsoring Department may provide paid internship positions to qualified candidates meeting the education, qualifications, and experience required by the Sponsoring Department.

For 20230504 BOD Review Only

b. Paid interns must be enrolled in a college or university two (2)- or four (4)-year degree program, an accredited vocational institution or a graduate program~~,~~ and may receive school credit for the internship.

c. In the case of a paid intern's school requiring a signed agreement with CalOptima Health, the following will be required: School agreements ~~will~~shall be coordinated by the Budget and Vendor Management Department with approval of the agreement template and any deviations ~~therefrom by the Legal Affairs Department~~by legal services, and final approval by the Chief Executive Officer. ~~School agreements should be presented to the Board of Directors for approval in situations where the school requires adherence to their agreement(s), as written, and staff identifies potential risks.~~ Approved and signed school agreements ~~will~~shall be reviewed annually by the Sponsoring Department, ~~HR~~Human Resources, and the Budget and Vendor Management ~~Departments~~departments.

d. A Sponsoring Department's ability to use paid student interns ~~will~~shall be based on the Sponsoring Department's internal ~~budget constraints~~funding.

e. Paid interns ~~will~~shall be hired into approved open intern positions under the Intern job title, which is an As-Needed classification.

f. Paid interns shall be paid at least minimum wage~~,~~ and ~~will be~~are considered employees of CalOptima Health for the purposes of Workers' Compensation insurance and members of ~~CalOptima's~~CalOptima Health's "workforce" as that term is defined by HIPAA regulations at Title 45, CFR, Section 160.103.

g. Paid interns who work thirty (30) or more days within one (1) year from the start of their date of employment shall receive twenty-four (24) hours or three (3) days, whichever is greater, of paid sick leave beginning at the commencement of employment or engagement, subject to the restrictions for use pursuant to CalOptima Health Policy GA.8018: Paid Time Off (PTO).

h. Paid interns ~~will~~shall not be entitled to any other benefits for time spent performing work as part of the internship. However, if a paid intern is averaging thirty (30) or more hours per week, ~~his or her~~their assignment will conclude on or before the ninetieth (90th) calendar day of employment, unless the Sponsoring Department has arranged in advance to change the status of the intern to either full-time or part-time and offer benefits to comply with the Affordable Care Act (ACA).

2. Unpaid Internship Requirements

a. According to the DOL, Courts have described the "primary beneficiary test" as a flexible test, and no single factor is determinative. Accordingly, whether an intern or student is an employee under the FLSA necessarily depends on the unique circumstances of each case. In order to ensure the trainee/intern is exempt from the minimum wage requirements, the Sponsoring Department shall:

i. Not make any promise of compensation, express or implied.

ii. Not make any promise of a paid job, express or implied, at the conclusion of the internship.

For 20230504 BOD Review Only

iii. Provide training that would be similar to that which would be given in an educational environment, including the clinical and other hands-on training provided by educational institutions.

iv. Follow the approved academic curriculum assigned by the educational institution for the internship.

v. Accommodate the intern's academic commitments by aligning to the educational institution's academic calendar.

vi. Adhere to the internship's duration of time as stated on the intern's agreement as allowed by the educational institution.

vii. Use the intern's work to complement and not displace the work of paid employees while providing significant educational benefits to the intern.

b. Unpaid Intern Relationship

i. Unpaid interns must be enrolled in a college or university two (2)- or four (4)-year degree program, an accredited vocational institution, or a graduate program, and will receive school credit for the internship.

ii. The Human Resources department, with the assistance of the Sponsoring Department, shall be responsible for ensuring the Internship Program for unpaid interns meets the seven (7) criteria as described in Section II.E.2.a of this policy.

iii. Unpaid interns shall not be deemed employees of CalOptima Health, but rather, are volunteers as defined pursuant to Title 29, Code of Federal Regulations (CFR), Section 553.101.

a) As a result, unpaid interns are not covered under ~~CalOptima~~CalOptima Health's Workers' Compensation policy.

b) However, unpaid interns are considered members of CalOptima Health's "workforce" as that term is defined by the Health Insurance Portability and Accountability Act (HIPAA) regulations at Title 45, CFR, Section 160.103, and shall therefore be required to comply with all HIPAA requirements.

iv. School agreements shall be coordinated by the Budget and Vendor Management Department with approval of the agreement template and any deviations therefrom by legal services, and final approval by the Chief Executive Officer. Approved and signed school agreements shall be reviewed annually by the Sponsoring Department, Human Resources, and the Budget and Vendor Management Departments.

3. CalOptima Health Employee as a Volunteer

a. Additional issues must be considered when the proposed intern is a CalOptima Health employee who is volunteering ~~his or her~~their services at CalOptima Health.

b. Such persons may not volunteer to perform the same type of services in which the individual is employed to perform for CalOptima Health (e.g., non-exempt Government

For 20230504 BOD Review

Affairs ~~Department~~department staff volunteering on the weekend to speak about CalOptima Health at a community event).

c. If the proposed intern or volunteer is a CalOptima Health employee, ~~the~~ Human Resources ~~and/or Legal Affairs Department~~ must be consulted for an exception.

F. Intern Qualifications ~~(Unpaid Intern)~~

1. Interns ~~will~~shall be required to:

a. Pass a background investigation, including a review of the Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE) the General Services Administration's (GSA) System for Award Management (SAM) OIG/SAM and the Medi-Cal Suspended & Ineligible ("S&I") Website.

b. Meet the school requirements for ~~his or her~~their internship program~~. Submit an application, resume, and cover letter to CalOptima.~~ if applicable.

c. Submit application and resume through CalOptima Health's applicant tracking system.

c. Provide proof of ~~concurrent~~ enrollment in an academic internship course and/or credit in college, university, graduate courses or an accredited vocational institution.

d. Submit ~~a signed acknowledgment~~an attestation acknowledging and confirming the intern understands:

i. The expectations of the internship;

ii. That the intern is not entitled to a job at the conclusion of the internship;

~~iii. The intern is an unpaid intern and is not entitled to wages or benefits for time spent performing work as part of the internship;~~

~~iv.~~iii. That the internship is a voluntary, at-will relationship, which can be terminated at any ~~–~~time;

~~v.~~iv. The intern releases CalOptima Health of all liability, promises not to sue, and assumes all risks ~~———~~associated with participating in the internship program; and

~~vi.~~v. The intern agrees to comply with all CalOptima Health's Policies and Procedures and understands that CalOptima Health may prohibit an intern from continuing in the program, regardless of whether the individual has completed personal objectives or school requirements.

~~e.~~c. ~~Complete HIPAA and compliance training programs, along with tuberculosis (TB) or health screening requirements for the position, where applicable.~~

~~f. Sign CalOptima's confidentiality agreement.~~

~~G. Intern Qualifications (Paid Intern)~~

For 20230504 BOD Review Only

vi. If paid,

~~1. Interns will be required to:~~

~~a. Pass a background investigation, including a review of the OIG LEIE, the GSA OIG/SAM, and the Medi-Cal S&I Website.~~

~~b. Submit an application through CalOptima's applicant tracking system.~~

~~vii.~~i. ~~Meet the school requirements for his or her internship program if applicable.~~

~~c. Provide proof of concurrent enrollment in college, university, graduate courses or an accredited vocational institution.~~

~~d. Submit a signed acknowledgment confirming the intern understands:~~

~~i. The expectations;~~

~~ii. That the intern is not entitled to a job at the conclusion of the internship;~~

a) The intern is a paid intern and is entitled only to specified wages as presented in the offer letter, but is not otherwise entitled to any other benefits unless the intern works thirty (30) or more days within one (1) year from the start of ~~his or her~~their date of employment, then ~~he or she~~they will be provided with up to twenty-four (24) hours or three (3) days, whichever is greater, of paid sick leave, as specified in CalOptima Health Policy GA.8018: Paid Time Off (PTO);

b) In the event the paid intern works over forty (40) hours in any, one (1) work week, ~~he or she is~~they are entitled to overtime pay at the rate of 1 ½ times the non-exempt intern's regular rate of pay. Overtime must be approved in advance by management.

~~iii.~~ Paid interns ~~will~~shall not be entitled to any other benefits for time spent performing work as part of the internship. However, if a paid intern is averaging thirty (30) or more hours per week, ~~his or her assignment will conclude on or before the ninetieth (90th) calendar day of employment, unless the Sponsoring Department has arranged in advance to change the status of the intern to either full-time or part-time and offer benefits to comply with the Affordable Care Act (ACA).~~

~~iv. That the internship is a voluntary, at-will relationship, which can be terminated at any time;~~

~~v. The intern releases CalOptima of all liability, promises not to sue, and assumes all risks associated with participating in the internship program; and~~

~~vi. The intern agrees to comply with all CalOptima Policies and Procedures and understands that CalOptima may prohibit an intern from continuing in the program,~~

For 20230504 BOD Review Only

~~regardless of whether the individual has completed personal objectives or school requirements.~~

~~e. Complete HIPAA and compliance training programs, along with tuberculosis (TB) or health screening requirements for the position, where applicable; and~~

~~f. Sign CalOptima's confidentiality agreement.~~

~~H.A. Internship Program Oversight~~

~~1. The Human Resources Department shall be the designated point of contact to address questions, verify intern qualifications, maintain consistency, and coordinate and administer the Internship Program, including coordination of signed agreements required by the universities or colleges and CalOptima.~~

~~2. Each Sponsoring Department shall be responsible for coordinating with the Human Resources Department and designating a Sponsoring Department contact to serve as the supervisor to the intern.~~

~~3. The designated intern supervisor should be someone who: possesses expertise in the area in which the intern will work; is interested in working with vocational, college, university or graduate students; has the time to invest in the internship; and will oversee and assign the student intern's work.~~

c) ~~Interns should work a minimum of five (5) hours and a maximum of forty (40) hours per week, and the internship should have a clear start date and clear end date. If a paid intern is averaging thirty (30) or more hours per week, his or her~~their assignment will conclude on or before the ninetieth (90^{th}) calendar day of employment, unless the Sponsoring Department has arranged in advance to change the status of the intern to either full-time or part-time and offer benefits to comply with the Affordable Care Act (ACA).

vii. If unpaid,

a) The intern is an unpaid intern and is not entitled to wages or benefits for time spent performing work as part of the internship;

e. Complete HIPAA and compliance training programs, along with tuberculosis (TB) or health screening requirements for the position, where applicable.

f. Sign CalOptima Health's confidentiality agreement.

G. Internship Program Oversight

1. The Human Resources department shall be the designated point of contact to address questions, verify intern qualifications, maintain consistency, and coordinate and administer the Internship Program, including coordination of signed agreements required by the universities or colleges and CalOptima Health.

2. Each Sponsoring Department shall be responsible for coordinating with the Human Resources department and designating a Sponsoring Department contact to serve as the supervisor to the intern.

For 20230504 BOD Review Only

3. The designated intern supervisor should be someone who:

a. Possesses expertise in the area in which the intern will work;

b. Is interested in working with vocational, college, university, or graduate students;

c. Has the time to invest in the internship; and

d. Will oversee and assign the student intern's work.

4. Interns should work a minimum of five (5) hours and a maximum of up to forty (40) hours per week, based upon the school's requirements. The internship should have a clear start date and clear end date.

~~4.~~5. Weekly meetings between the intern and the intern supervisor should be held to discuss what has been learned the prior week and what is expected the next week. The intern's supervisor shall document such meetings. The intern's supervisor or department manager shall sign the department intern evaluations.

~~5.~~6. At the conclusion of the internship, the designated intern supervisor shall submit a Department Intern Evaluation Form, or equivalent school provided form and provide a copy to the intern. The intern shall complete a CalOptima Health Student Evaluation of Internship Form and both forms shall be submitted to the Human Resources Department.

~~6.~~7. In the event the intern's college or university requires a form or forms to be completed and executed by CalOptima Health, any indemnification, hold harmless or insurance language must be reviewed and approved by the Finance and Budget and Vendor Management ~~Departments~~departments prior to the start of the internship program. Any deviations from ~~CalOptima's~~CalOptima Health's approved contract templates may also require a review by ~~the Legal Affairs Department~~legal services, and final approval will be required by the Chief Executive Officer.

III. PROCEDURE

Responsible Party	Action
Intern	1. The intern is responsible for reviewing the internship description and ensuring that ~~he or she meets~~they meet the qualifications and minimum requirements for the internship before submitting an application. 2. Apply for an intern position ~~either~~ through ~~CalOptima's~~CalOptima Health's applicant tracking system online ~~if for a paid internship, or by submitting a paper application for an unpaid internship to HR~~. 3. Submit a verification of enrollment from the college, university, accredited vocational institution or graduate program to establish good academic standing and eligibility. 4. Participate in an interview, background check and health screening, if required. 5. If accepted, submit a signed ~~Offer Letter, Internship Agreement~~offer letter, and complete other documents, or ~~tests~~assessments, as required.

For 2/3/2504 BOD Review Only

Responsible Party	Action
Sponsoring Department	1. Identify and request the number of paid intern positions per year, and request positions through the annual budget process if paid interns are anticipated. ~~▪ For paid interns, receive approval and position control numbers from Finance.~~ ▪ For unpaid interns, obtain approval from Executive Director or Chief for each intern or per contractual agreement if an ongoing program. ~~▪ Coordinate with Facilities for space considerations.~~ 2. Determine length of assignment and scheduled hours. If intern will be averaging thirty (30) or more hours per week, discuss status considerations with ~~HR~~Human Resources and the Finance ~~Department~~department for ACA benefit implications and Paid Sick Leave Act requirements. 3. Submit request for intern position to Human Resources, including number of interns requested, details of the position requirements, and period of time. ~~4.~~ Review ~~internship~~job applications received from Human Resources and notify Human Resources of those candidates who best meet the qualifications to ~~schedule an~~move them forward in the selection process, which may include, but is not limited to, interview ~~if applicant is qualified.~~ ~~5.~~4. ~~Interview internship applicants~~questions, bilingual screening, and/or other skills tests. ~~6.~~5. Once a qualified internal applicant has been identified and the Sponsoring Department is interested in selecting that applicant to fill an internship position, coordinate with Human Resources to provide ~~Offer Letter~~offer letter and complete the ~~internship~~ on-boarding process, including but not limited to, background checks, execution of the Internship Agreement, execution of school affiliation agreements, etc. ~~7.~~6. Designate a contact to serve as the supervisor of each intern. ~~8.~~7. Ensure that all required evaluation forms or other forms necessary to ensure the intern receives credit, if applicable~~,~~ and are completed and submitted in a timely manner to the school. ~~9.~~8. Ensure the intern's activities are within the scope of practice applicable to their license or certification and that they perform within this scope if applicable. ~~10.~~9. Ensure the intern meets any and all qualifications as defined by the school. ~~11.~~10. Notify and collaborate with Human Resources if the intern is not adhering to the programs or agency's policies or procedures. ~~12.~~11. Annually review affiliation agreements required by colleges, universities, accredited vocational schools and graduate programs, and update, as appropriate, with the assistance of ~~the,~~ Human Resources, Finance and Budget and Vendor Management ~~Departments~~departments.

For 20230504 BOD Review Only

Responsible Party	Action
Human Resources	1. Administer and coordinate all internships. 2. Receive requests for an intern/s from the Sponsoring Department and verify all necessary approvals, including budgeted positions, have been obtained. 3. Receive and review internship applications from potential interns. 4. Provide Desktop procedure for Internship Program to Sponsoring Department. 5. Coordinate internship interviews and on-boarding process, including but not limited to, background, reference, and review of OIG LEIE, the GSA OIG/SAM, Medi-Cal S&I Website exclusion checks, preparation of offer letters, coordinating health screening, where applicable, and coordinating the intern's start date with the Sponsoring Department. 6. Review the affiliation agreements required by colleges, universities, accredited vocational schools and graduate programs to ensure consistency with ~~CalOptima's~~CalOptima Health's operations and requirements. Coordinate the internal review, revision, negotiation, approval and execution of required documents with the Finance and Budget and Vendor Management ~~Departments~~departments. Agreements may only be executed on behalf of CalOptima Health in accordance with the Board approved signature policies. 7. Coordinate on-boarding activities, off-boarding activities, and all training requirements. 8. Maintain all internship records. 9. Monitor and support the internship program activities and outcomes. 10. Annually review affiliation agreements required by colleges, universities, accredited vocational schools and graduate programs, and update, as appropriate, with the assistance of the Finance and Budget and Vendor Management Departments.

IV. ATTACHMENT(S)

~~A. Internship Application~~
Not Applicable

V. REFERENCE(S)

A. California Business and Professions Code §§ 4114, 4116, and 4119.6
B. CalOptima Health Policy GA.8018: Paid Time Off (PTO)
C. ~~CalOptima's~~CalOptima Health's Student Evaluation of Internship Form
D. Department Intern Evaluation Form
E. Internship Agreement
F. Internship Offer Letter
G. Title 29, Code of Federal Regulations (CFR) § 553.101
H. Title 45, Code of Federal Regulations (CFR) § 160.103
I. U.S. Department of Labor (DOL) Fair Labor Standards Act (FLSA) Guidelines

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

For 20230504 BOD Review Only

VII. BOARD ACTION(S)

Date	Meeting
05/01/2014	Regular Meeting of the CalOptima Board of Directors
11/02/2017	Regular Meeting of the CalOptima Board of Directors
TBD	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	02/01/2014	GA.8031	Internship Program	Administrative
Revised	11/02/2017	GA.8031	Internship Program	Administrative
Revised	10/01/2020	GA.8031	Internship Program	Administrative
Revised	TBD	GA.8031	Internship Program	Administrative

For 20230504 BOD Review Only

IX. GLOSSARY

Term	Definition
Internship Program	A program offered by CalOptima Health to vocational, college, university and/or graduate students to apply traditional academic classroom learning to actual work experience.
Paid Intern	A paid intern is considered an As-Needed employee and must be ~~concurrently~~ enrolled in an accredited college or university two- or four-year degree program, an accredited vocational institution, or a graduate program. ~~He/she~~They may receive school credit for the internship.
Sponsoring Department	A department within CalOptima Health requesting a vocational, college, university or graduate student intern and overseeing the management and work of the interns pursuant to this policy.
Unpaid Intern	An unpaid intern meets the DOL criteria and is exempt from the minimum wage requirements. ~~He/she~~They must be enrolled in an accredited college or university two- or four-year degree program, an accredited vocational institution, or a graduate program, and must receive school credit for the internship.

For 20230504 BOD Review Only

Policy:	GA.8031
Title:	**Internship Program**
Department:	Human Resources
Section:	Not Applicable
CEO Approval:	*/s/*
Effective Date:	02/01/2014
Revised Date:	TBD
Applicable to:	☐ Medi-Cal ☐ OneCare ☐ PACE ☒ Administrative

For 20230504 BOD Preview Only

I. PURPOSE

This policy establishes an Internship Program to provide an opportunity for vocational, college, university, and/or graduate students to apply traditional academic classroom learning to actual work experience within Orange County's only public agency health plan, and to support our community by providing a cost-effective means to create an experienced and skilled workforce for the future.

II. POLICY

A. CalOptima Health may offer paid or unpaid internship positions, at the discretion of each Sponsoring Department, and in accordance with U.S. Department of Labor (DOL) Fair Labor Standards Act (FLSA) guidelines, to provide students in vocational, college, university, or graduate level courses with practical experience.

B. CalOptima Health shall comply with all applicable laws and regulations with respect to CalOptima Health's administration of the Internship Program, including, but not limited to, licensing or certification requirements.

C. Interns are not intended to displace employees, and interns should not be used as a means to fill vacant positions.

D. This policy excludes residency/fellowships in connection with pharmacy and medical programs.

E. The Human Resources Department, with the assistance of the Sponsoring Department, shall be responsible for administering the Internship Program within the respective Sponsoring Department, and ensuring that the following Internship Program guidelines are followed.

1. Paid Internship Requirements/Relationship

   a. At the discretion of each Sponsoring Department, the Sponsoring Department may provide paid internship positions to qualified candidates meeting the education, qualifications, and experience required by the Sponsoring Department.

   b. Paid interns must be enrolled in a college or university two (2)- or four (4)-year degree program, an accredited vocational institution or a graduate program and may receive school credit for the internship.

c. In the case of a paid intern's school requiring a signed agreement with CalOptima Health, the following will be required: School agreements shall be coordinated by the Budget and Vendor Management Department with approval of the agreement template and any deviations by legal services, and final approval by the Chief Executive Officer. Approved and signed school agreements shall be reviewed annually by the Sponsoring Department, Human Resources, and the Budget and Vendor Management departments.

d. A Sponsoring Department's ability to use paid student interns shall be based on the Sponsoring Department's internal funding.

e. Paid interns shall be hired into approved open intern positions under the Intern job title, which is an As-Needed classification.

f. Paid interns shall be paid at least minimum wage and are considered employees of CalOptima Health for the purposes of Workers' Compensation insurance and members of CalOptima Health's "workforce" as that term is defined by HIPAA regulations at Title 45, CFR, Section 160.103.

g. Paid interns who work thirty (30) or more days within one (1) year from the start of their date of employment shall receive twenty-four (24) hours or three (3) days, whichever is greater, of paid sick leave beginning at the commencement of employment or engagement, subject to the restrictions for use pursuant to CalOptima Health Policy GA.8018: Paid Time Off (PTO).

h. Paid interns shall not be entitled to any other benefits for time spent performing work as part of the internship. However, if a paid intern is averaging thirty (30) or more hours per week, their assignment will conclude on or before the ninetieth (90th) calendar day of employment, unless the Sponsoring Department has arranged in advance to change the status of the intern to either full-time or part-time and offer benefits to comply with the Affordable Care Act (ACA).

2. Unpaid Internship Requirements

a. According to the DOL, Courts have described the "primary beneficiary test" as a flexible test, and no single factor is determinative. Accordingly, whether an intern or student is an employee under the FLSA necessarily depends on the unique circumstances of each case. In order to ensure the trainee/intern is exempt from the minimum wage requirements, the Sponsoring Department shall:

i. Not make any promise of compensation, express or implied.

ii. Not make any promise of a paid job, express or implied, at the conclusion of the internship.

iii. Provide training that would be similar to that which would be given in an educational environment, including the clinical and other hands-on training provided by educational institutions.

iv. Follow the approved academic curriculum assigned by the educational institution for the internship.

For 20230504 BOD Review Only

v. Accommodate the intern's academic commitments by aligning to the educational institution's academic calendar.

vi. Adhere to the internship's duration of time as stated on the intern's agreement as allowed by the educational institution.

vii. Use the intern's work to complement and not displace the work of paid employees while providing significant educational benefits to the intern.

b. Unpaid Intern Relationship

i. Unpaid interns must be enrolled in a college or university two (2)- or four (4)-year degree program, an accredited vocational institution, or a graduate program, and will receive school credit for the internship.

ii. The Human Resources department, with the assistance of the Sponsoring Department, shall be responsible for ensuring the Internship Program for unpaid interns meets the seven (7) criteria as described in Section II.E.2.a of this policy.

iii. Unpaid interns shall not be deemed employees of CalOptima Health, but rather, are volunteers as defined pursuant to Title 29, Code of Federal Regulations (CFR), Section 553.101.

a) As a result, unpaid interns are not covered under CalOptima Health's Workers' Compensation policy.

b) However, unpaid interns are considered members of CalOptima Health's "workforce" as that term is defined by the Health Insurance Portability and Accountability Act (HIPAA) regulations at Title 45, CFR, Section 160.103, and shall therefore be required to comply with all HIPAA requirements.

iv. School agreements shall be coordinated by the Budget and Vendor Management Department with approval of the agreement template and any deviations therefrom by legal services, and final approval by the Chief Executive Officer. Approved and signed school agreements shall be reviewed annually by the Sponsoring Department, Human Resources, and the Budget and Vendor Management Departments.

3. CalOptima Health Employee as a Volunteer

a. Additional issues must be considered when the proposed intern is a CalOptima Health employee who is volunteering their services at CalOptima Health.

b. Such persons may not volunteer to perform the same type of services in which the individual is employed to perform for CalOptima Health (e.g., non-exempt Government Affairs department staff volunteering on the weekend to speak about CalOptima Health at a community event).

c. If the proposed intern or volunteer is a CalOptima Health employee, Human Resources must be consulted for an exception.

For 20230504 BOD Review Only

F. Intern Qualifications

1. Interns shall be required to:

a. Pass a background investigation, including a review of the Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE) the General Services Administration's (GSA) System for Award Management (SAM) OIG/SAM and the Medi-Cal Suspended & Ineligible ("S&I") Website.

b. Meet the school requirements for their internship program if applicable.

c. Submit application and resume through CalOptima Health's applicant tracking system.

c. Provide proof of enrollment in an academic internship course and/or credit in college, university, graduate courses or an accredited vocational institution.

d. Submit an attestation acknowledging and confirming the intern understands:

i. The expectations of the internship;

ii. That the intern is not entitled to a job at the conclusion of the internship;

iii. That the internship is a voluntary, at-will relationship, which can be terminated at any time;

iv. The intern releases CalOptima Health of all liability, promises not to sue, and assumes all risks associated with participating in the internship program; and

v. The intern agrees to comply with all CalOptima Health's Policies and Procedures and understands that CalOptima Health may prohibit an intern from continuing in the program, regardless of whether the individual has completed personal objectives or school requirements.

vi. If paid,

a) The intern is a paid intern and is entitled only to specified wages as presented in the offer letter, but is not otherwise entitled to any other benefits unless the intern works thirty (30) or more days within one (1) year from the start of their date of employment, then they will be provided with up to twenty-four (24) hours or three (3) days, whichever is greater, of paid sick leave, as specified in CalOptima Health Policy GA.8018: Paid Time Off (PTO);

b) In the event the paid intern works over forty (40) hours in any, one (1) work week, they are entitled to overtime pay at the rate of 1 ½ times the non-exempt intern's regular rate of pay. Overtime must be approved in advance by management.

c) Paid interns shall not be entitled to any other benefits for time spent performing work as part of the internship. However, if a paid intern is averaging thirty (30) or more hours per week, their assignment will conclude on or before the ninetieth (90^{th}) calendar day of employment, unless the Sponsoring Department has arranged in advance to change the status of the intern to either full-time or part-time and offer benefits to comply with the Affordable Care Act (ACA).

For 20230504 BOD Review Only

vii. If unpaid,

a) The intern is an unpaid intern and is not entitled to wages or benefits for time spent performing work as part of the internship;

e. Complete HIPAA and compliance training programs, along with tuberculosis (TB) or health screening requirements for the position, where applicable.

f. Sign CalOptima Health's confidentiality agreement.

G. Internship Program Oversight

1. The Human Resources department shall be the designated point of contact to address questions, verify intern qualifications, maintain consistency, and coordinate and administer the Internship Program, including coordination of signed agreements required by the universities or colleges and CalOptima Health.

2. Each Sponsoring Department shall be responsible for coordinating with the Human Resources department and designating a Sponsoring Department contact to serve as the supervisor to the intern.

3. The designated intern supervisor should be someone who:

a. Possesses expertise in the area in which the intern will work;

b. Is interested in working with vocational, college, university, or graduate students;

c. Has the time to invest in the internship; and

d. Will oversee and assign the student intern's work.

4. Interns should work a minimum of five (5) hours and a maximum of up to forty (40) hours per week, based upon the school's requirements. The internship should have a clear start date and clear end date.

5. Weekly meetings between the intern and the intern supervisor should be held to discuss what has been learned the prior week and what is expected the next week. The intern's supervisor shall document such meetings. The intern's supervisor or department manager shall sign the department intern evaluations.

6. At the conclusion of the internship, the designated intern supervisor shall submit a Department Intern Evaluation Form, or equivalent school provided form and provide a copy to the intern. The intern shall complete a CalOptima Health Student Evaluation of Internship Form and both forms shall be submitted to the Human Resources Department.

7. In the event the intern's college or university requires a form or forms to be completed and executed by CalOptima Health, any indemnification, hold harmless or insurance language must be reviewed and approved by the Finance and Budget and Vendor Management departments prior to the start of the internship program. Any deviations from CalOptima Health's approved contract templates may also require a review by legal services, and final approval will be required by the Chief Executive Officer.

For 20230504 BOD Review Only

III. PROCEDURE

Responsible Party	Action
Intern	1. The intern is responsible for reviewing the internship description and ensuring that they meet the qualifications and minimum requirements for the internship before submitting an application. 2. Apply for an intern position through CalOptima Health's applicant tracking system online. 3. Submit a verification of enrollment from the college, university, accredited vocational institution or graduate program to establish good academic standing and eligibility. 4. Participate in an interview, background check and health screening, if required. 5. If accepted, submit a signed offer letter, and complete other documents, or assessments, as required.
Sponsoring Department	1. Identify and request the number of paid intern positions per year, and request positions through the annual budget process if paid interns are anticipated. ▪ For unpaid interns, obtain approval from Executive Director or Chief for each intern or per contractual agreement if an ongoing program. 2. Determine length of assignment and scheduled hours. If intern will be averaging thirty (30) or more hours per week, discuss status considerations with Human Resources and the Finance department for ACA benefit implications and Paid Sick Leave Act requirements. 3. Submit request for intern position to Human Resources, including number of interns requested, details of the position requirements, and period of time. 4. Review job applications received from Human Resources and notify Human Resources of those candidates who best meet the qualifications to move them forward in the selection process, which may include, but is not limited to, interview questions, bilingual screening, and/or other skills tests. 5. Once a qualified internal applicant has been identified and the Sponsoring Department is interested in selecting that applicant to fill an internship position, coordinate with Human Resources to provide offer letter and complete the on-boarding process, including but not limited to, background checks, execution of the Internship Agreement, execution of school affiliation agreements, etc. 6. Designate a contact to serve as the supervisor of each intern. 7. Ensure that all required evaluation forms or other forms necessary to ensure the intern receives credit, if applicable and are completed and submitted in a timely manner to the school. 8. Ensure the intern's activities are within the scope of practice applicable to their license or certification and that they perform within this scope if applicable. 9. Ensure the intern meets any and all qualifications as defined by the school. 10. Notify and collaborate with Human Resources if the intern is not adhering to the programs or agency's policies or procedures. 11. Annually review affiliation agreements required by colleges, universities, accredited vocational schools and graduate programs, and update, as appropriate, with the assistance of Human Resources, Finance and Budget and Vendor Management departments.

For 20230504 BOD Review Only

Responsible Party	Action
Human Resources	1. Administer and coordinate all internships. 2. Receive requests for an intern/s from the Sponsoring Department and verify all necessary approvals, including budgeted positions, have been obtained. 3. Receive and review internship applications from potential interns. 4. Provide Desktop procedure for Internship Program to Sponsoring Department. 5. Coordinate internship interviews and on-boarding process, including but not limited to, background, reference, and review of OIG LEIE, the GSA OIG/SAM, Medi-Cal S&I Website exclusion checks, preparation of offer letters, coordinating health screening, where applicable, and coordinating the intern's start date with the Sponsoring Department. 6. Review the affiliation agreements required by colleges, universities, accredited vocational schools and graduate programs to ensure consistency with CalOptima Health's operations and requirements. Coordinate the internal review, revision, negotiation, approval and execution of required documents with the Finance and Budget and Vendor Management departments. Agreements may only be executed on behalf of CalOptima Health in accordance with the Board approved signature policies. 7. Coordinate on-boarding activities, off-boarding activities, and all training requirements. 8. Maintain all internship records. 9. Monitor and support the internship program activities and outcomes. 10. Annually review affiliation agreements required by colleges, universities, accredited vocational schools and graduate programs, and update, as appropriate, with the assistance of the Finance and Budget and Vendor Management Departments.

IV. ATTACHMENT(S)

Not Applicable

V. REFERENCE(S)

A. California Business and Professions Code §§ 4114, 4116, and 4119.6
B. CalOptima Health Policy GA.8018: Paid Time Off (PTO)
C. CalOptima Health's Student Evaluation of Internship Form
D. Department Intern Evaluation Form
E. Internship Agreement
F. Internship Offer Letter
G. Title 29, Code of Federal Regulations (CFR) § 553.101
H. Title 45, Code of Federal Regulations (CFR) § 160.103
I. U.S. Department of Labor (DOL) Fair Labor Standards Act (FLSA) Guidelines

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

For 20230504 BOD Review Only

VII. BOARD ACTION(S)

Date	Meeting
05/01/2014	Regular Meeting of the CalOptima Board of Directors
11/02/2017	Regular Meeting of the CalOptima Board of Directors
TBD	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	02/01/2014	GA.8031	Internship Program	Administrative
Revised	11/02/2017	GA.8031	Internship Program	Administrative
Revised	10/01/2020	GA.8031	Internship Program	Administrative
Revised	TBD	GA.8031	Internship Program	Administrative

For 20230504 BOD Review Only

IX. GLOSSARY

Term	Definition
Internship Program	A program offered by CalOptima Health to vocational, college, university and/or graduate students to apply traditional academic classroom learning to actual work experience.
Paid Intern	A paid intern is considered an As-Needed employee and must be enrolled in an accredited college or university two- or four-year degree program, an accredited vocational institution, or a graduate program. They may receive school credit for the internship.
Sponsoring Department	A department within CalOptima Health requesting a vocational, college, university or graduate student intern and overseeing the management and work of the interns pursuant to this policy.
Unpaid Intern	An unpaid intern meets the DOL criteria and is exempt from the minimum wage requirements. They must be enrolled in an accredited college or university two- or four-year degree program, an accredited vocational institution, or a graduate program, and must receive school credit for the internship.

For 20230504 BOD Review Only

Policy:	GA.8032
Title:	**Employee Dress Code**
Department:	~~CalOptima Health~~ ~~Administrative~~Human Resources
Section:	~~Human Resources~~Not Applicable
~~*Interim*~~ *CEO Approval*:	*/s/*
Effective Date:	01/05/2012
Revised Date:	TBD
Applicable to:	☐ Medi-Cal ☐ OneCare ☐ PACE ☒ Administrative

For 20230504 BOD Review Only

I. PURPOSE

This policy sets forth the guidelines CalOptima Health employees shall follow to maintain appropriate attire and grooming at the workplace, including field and remote work locations.

II. POLICY

A. CalOptima Health herein adopts a ~~Business~~ Casual Attire Dress Policy as the standard attire during business hours. ~~from Monday through Thursday.~~ Employees must choose ~~Business Casual Attire~~ attire that communicates professional ~~communicates professionalism.It is every employees' responsibility to maintain a neat, clean, good repair, and appropriate~~ appearance for the workplace, including the field and remote work locations.

B. There may be times that ~~Management~~ management requires employees to dress in ~~customary~~ Business Casual Attire or customary Business Professional Attire, including, but not limited to, when presenting to the Board of Directors, attending a press or public relations event, conducting a job interview, meeting with members of the business community, ~~or~~ or representing the company at an outside community function~~.~~. Employees are to dress appropriately to such special events and in some cases dress code expectations will be communicated to employees in advance.

C. All employees are required to sign the Dress Code Acknowledgement Form upon hire.

~~D. As a benefit, employees may dress in Casual Attire every Friday and every year during the following times, unless otherwise specified:~~

~~1. The week of Thanksgiving;~~

~~2. The period between Christmas and New Year's Day;~~

~~3. The period between Memorial Day and Labor Day; and~~

~~4. National Customer Service Week (First week of October).~~

~~E.~~D. The Human Resources (HR) Department will consider reasonable accommodation requests in accordance with the Fair Employment and Housing Act, Americans with Disabilities Act, Workplace Religious Freedom Act, and any other applicable laws and statutes.

Back to Item

Back to Agenda

~~F.~~E. ~~-~~Department management shall have the discretion to determine and submit written job duty appropriate attire and grooming requirements for employees and independent contractors to the HR Department for approval.

~~Department m~~Management is responsible for modeling and monitoring ~~will monitor~~ adherence to this policy and may require employees who are out of compliance to take time away from work to correct their dress. ~~.~~ ~~Employees who report to work dressed in an unacceptable manner shall be expected to cover or change clothes or be sent home on their own time to return with proper attire within a reasonable timeframe.~~

F.

G. ~~Employees with any questions on this policy or what constitutes appropriate attire should be directed to the employee's manager. E~~Employees, including ~~M~~management, ~~-~~may be subject to corrective action, up to and including termination, for violations of ~~CalOptima Health Policy GA.8032: Employee Dress Code~~this Policy.

For 20230504 BOD Review Only

III. PROCEDURE

Responsible Party	Action
Employee	1. Sign the Dress Code Acknowledgment Form upon hire. 2. Adhere to the requirements in this policy.
Department Manager	1. ~~Interpret and~~ Model, ~~M~~monitor and ~~e~~enforce dress and grooming standards in their area of responsibility. 2. If employee attire is inappropriate, ~~the manager will~~ address employee immediately. ~~2.~~3. ~~3.~~ Apply performance management and/or administer corrective action when necessary.
Human Resources	1. Provide employees the Dress Code Policy and Agreement in the new hire packet. 2. File the Agreement in the employee's personnel file.

IV. ATTACHMENTS

Not Applicable~~N/A~~
~~A. Dress Code Acknowledgement Form~~

V. REFERENCES

A. Americans with Disabilities Act
B. ~~CalOptima Employee Handbook~~Dress Code Acknowledgement Form
C. Fair Employment and Housing Act
~~A. Americans with Disabilities Act~~
~~A.~~D. Workplace Religious Freedom Act

VI. REGULATORY AGENCY APPROVALS

None to Date

VII. BOARD ACTIONS

Date	Meeting
01/05/2012	Regular Meeting of the CalOptima Board of Directors
05/01/2014	Regular Meeting of the CalOptima Board of Directors
11/03/2016	Regular Meeting of the CalOptima Board of Directors
10/04/2018	Regular Meeting of the CalOptima Board of Directors
12/20/2021	Special Meeting of the CalOptima Board of Directors
TBD	~~Special~~Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	01/05/2012	GA.8032	Employee Dress Code	Administrative
Revised	02/01/2014	GA.8032	Employee Dress Code	Administrative
Revised	11/03/2016	GA.8032	Employee Dress Code	Administrative
Revised	10/04/2018	GA.8032	Employee Dress Code	Administrative

For 20220504 BOD Review Only

Action	Date	Policy	Policy Title	Program(s)
Revised	12/20/2021	GA.8032	Employee Dress Code	Administrative
Revised	~~05/04/2023~~TBD	GA.8032	Employee Dress Code	Administrative

1

For 20230504 BOD Review Only

Back to Item

Back to Agenda

IX. GLOSSARY

Term	Definition
Business Casual Attire	Business Casual Attire includes suits, sport coats, dress pants, dress shirts, dress shoes, dress sandals with a backstrap, sweaters, dresses, and skirts. Ties may be worn but are not required. ~~All clothing should be compatible with a professional environment and clean, pressed, and in good repair.~~ The height of heels should be suitable to the individual to prevent safety hazards, and no more than three and one-half (3 1/2) inches in height. ~~In all cases, management within each respective department will define "appropriate" Business Casual Attire.~~ Business Casual Attire ~~does not include~~follows the same exclusions listed under Casual Attire with the following ~~additions~~additional exclusions: ▪ Jeans (or any type of denim or any color jeans or overalls) ~~▪ Spaghetti strap shirts, casual tank tops, halter tops, or tube tops~~ ~~▪ See-through clothing~~ ~~▪ Short skirts (where the length and/or fit is incompatible with a professional environment)~~ ~~▪ Any type of shorts~~ ~~▪ Casual sandals (such as flip flops, slide sandals or beach attire)~~ ▪ Tennis or ~~or~~ canvas shoes ~~▪ Any footwear without a back or backstrap~~ ~~Capri pants (unless part of a professional dress suit or two-piece business outfit)~~ ~~Clothing displaying any written words or symbols, with the exception of CalOptima Health logo attire or brand names or symbols~~ ~~Clothing that reveals undergarments or parts of the body incompatible with a professional setting~~ ▪ ~~Hats, unless prior approval from Human Resources is given~~
Business Professional Attire	Business Professional Attire includes collared shirts, ties, two- or three-piece suits, dress pants, dress skirts, blouses, suit dresses, accessories, and shoes appropriate to ~~formal~~business professional dress.
CalOptima Health Logo Attire	CalOptima Health Logo Attire includes approved sweaters, dress shirts, polo shirts, or other ~~shirts purchased through the Employee Activities Committee~~ with CalOptima~~'s~~ Health's logo displayed. Logo attire from any CalOptima Health program is allowed. These shirts ~~must~~ can be partnered with dress pants or khaki pants ~~in good condition~~to qualify as Business Casual Attire. ~~Logo attire is allowed Monday through Friday. CalOptima Health logo attire may not be worn with jeans or capri pants from Monday through Thursday.~~

For 20230504 BOD Review Only

Term	Definition
Casual Attire	~~Casual Attire is a benefit permitted only on Fridays, unless otherwise specified. As with Business Casual Attire, Casual Attire should be compatible with a professional environment and neat in appearance and in good repair, with no tears or holes.~~ Casual Aattire includes jeans, capri pants (loose and below the knee), casual sandals with a backstrap, tennis shoes, or other casual clothing in good condition. Leggings are acceptable only when worn with a dress or long shirt that falls at least below the mid-thigh level. ~~In all cases, management within each respective department will define "appropriate" casual attire.~~ Casual Attire does not include: ▪ T-shirts, including athletic wear, workout shirts, graphic tees, sportswear, concert tees, school or sports team tees, or other types of T-shirts ▪ Athletic wear, including T-shirts, ~~A~~any type of jogging or sweat suits/sweatpants, yoga or workout pants ▪ Spaghetti strap tops, casual tank tops, halter tops, or tube tops ▪ Beachwear and ~~C~~casual sandals (such as flip flops, slide sandals ~~or beach attire~~) ▪ Any footwear without a back or backstrap ▪ Sleepwear and h~~H~~ouse slippers ~~▪ Yoga or workout pants~~ ▪ See-through clothing ▪ Ripped jeans (including patched or shredded jeans) ▪ Any type of shorts ▪ Clothing that exposes the midriff~~stomach~~ area or other parts of the body incompatible with a professional environment ~~▪ Graphic Tees and cClothing displaying any written words or symbols, with the exception of CalOptima Health logo attire, brand names or symbols, sports teams, or university/school/club names or logos.~~ ▪ Hats, unless prior approval from Human Resources is ~~given~~received

For 20230504 BOD Review Only

Policy:	GA.8032
Title:	**Employee Dress Code**
Department:	Human Resources
Section:	Not Applicable
CEO Approval:	*/s/*
Effective Date:	01/05/2012
Revised Date:	TBD
Applicable to:	☐ Medi-Cal ☐ OneCare ☐ PACE ☒ Administrative

I. PURPOSE

This policy sets forth the guidelines CalOptima Health employees shall follow to maintain appropriate attire and grooming at the workplace, including field and remote work locations.

II. POLICY

A. CalOptima Health herein adopts a Casual Attire Dress Policy as the standard attire during business hours. Employees must choose attire that communicates professional appearance for the workplace, including the field and remote work locations.

B. There may be times that management requires employees to dress in Business Casual Attire or customary Business Professional Attire, including, but not limited to, when presenting to the Board of Directors, attending a press or public relations event, conducting a job interview, meeting with members of the business community, or representing the company at an outside community function. Employees are to dress appropriately to such special events and in some cases dress code expectations will be communicated to employees in advance.

C. All employees are required to sign the Dress Code Acknowledgement Form upon hire.

D. The Human Resources (HR) Department will consider reasonable accommodation requests in accordance with the Fair Employment and Housing Act, Americans with Disabilities Act, Workplace Religious Freedom Act, and any other applicable laws and statutes.

E. Department management shall have the discretion to determine and submit written job duty appropriate attire and grooming requirements for employees and independent contractors to the HR Department for approval.

F. Management is responsible for modeling and monitoring adherence to this policy and may require employees who are out of compliance to take time away from work to correct their dress.

G. Employees, including management, may be subject to corrective action, up to and including termination, for violations of this Policy.

For 20220504 BOD Review Only

Back to Item

Back to Agenda

III. PROCEDURE

Responsible Party	Action
Employee	1. Sign the Dress Code Acknowledgment Form upon hire. 2. Adhere to the requirements in this policy.
Department Manager	1. Model, monitor and enforce dress and grooming standards in their area of responsibility. 2. If employee attire is inappropriate, address employee immediately. 3. Apply performance management and/or administer corrective action when necessary.
Human Resources	1. Provide employees the Dress Code Policy and Agreement in the new hire packet. 2. File the Agreement in the employee's personnel file.

IV. ATTACHMENTS

Not Applicable

V. REFERENCES

A. Americans with Disabilities Act
B. Dress Code Acknowledgement Form
C. Fair Employment and Housing Act
D. Workplace Religious Freedom Act

VI. REGULATORY AGENCY APPROVALS

None to Date

VII. BOARD ACTIONS

Date	Meeting
01/05/2012	Regular Meeting of the CalOptima Board of Directors
05/01/2014	Regular Meeting of the CalOptima Board of Directors
11/03/2016	Regular Meeting of the CalOptima Board of Directors
10/04/2018	Regular Meeting of the CalOptima Board of Directors
12/20/2021	Special Meeting of the CalOptima Board of Directors
TBD	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	01/05/2012	GA.8032	Employee Dress Code	Administrative
Revised	02/01/2014	GA.8032	Employee Dress Code	Administrative
Revised	11/03/2016	GA.8032	Employee Dress Code	Administrative
Revised	10/04/2018	GA.8032	Employee Dress Code	Administrative
Revised	12/20/2021	GA.8032	Employee Dress Code	Administrative
Revised	TBD	GA.8032	Employee Dress Code	Administrative

For 20220504 BOD Review Only

Back to Item
Back to Agenda

IX. GLOSSARY

Term	Definition
Business Casual Attire	Business Casual Attire includes suits, sport coats, dress pants, dress shirts, dress shoes, dress sandals with a backstrap, sweaters, dresses, and skirts. Ties may be worn but are not required. The height of heels should be suitable to the individual to prevent safety hazards, and no more than three and one-half (3 1/2) inches in height. Business Casual Attire follows the same exclusions listed under Casual Attire with the following additional exclusions: ▪ Jeans (or any type of denim or any color jeans or overalls) ▪ Tennis or canvas shoes
Business Professional Attire	Business Professional Attire includes collared shirts, ties, two- or three-piece suits, dress pants, dress skirts, blouses, suit dresses, accessories, and shoes appropriate to business professional dress.
CalOptima Health Logo Attire	CalOptima Health Logo Attire includes approved sweaters, dress shirts, polo shirts, or other with CalOptima Health's logo displayed. Logo attire from any CalOptima Health program is allowed. These shirts can be partnered with dress pants or khaki pants to qualify as Business Casual Attire.
Casual Attire	Casual Attire includes jeans, capri pants (loose and below the knee), casual sandals with a backstrap, tennis shoes, or other casual clothing in good condition. Leggings are acceptable only when worn with a dress or long shirt that falls at least below the mid-thigh level. Casual Attire does not include: ▪ T-shirts, including athletic wear, workout shirts, graphic tees, sportswear, concert tees, school or sports team tees, or other types of T-shirts ▪ Athletic wear, including T-shirts, any type of jogging or sweat suits/sweatpants, yoga or workout pants ▪ Spaghetti strap tops, casual tank tops, halter tops, or tube tops ▪ Beachwear and casual sandals (such as flip flops, slide sandals) ▪ Any footwear without a back or backstrap ▪ Sleepwear and house slippers ▪ See-through clothing ▪ Ripped jeans (including patched or shredded jeans) ▪ Any type of shorts ▪ Clothing that exposes the midriff-area or other parts of the body incompatible with a professional environment ▪ Hats, unless prior approval from Human Resources is received

For 20230504 BOD Review Only

Policy:	GA.8037
Title:	**Leave of Absence**
Department:	~~CalOptima Health Administrative~~Human Resources
Section:	~~Human Resources~~Not Applicable
CEO Approval:	/s/
Effective Date:	01/05/2012
Revised Date:	TBD
Applicable to:	☐ Medi-Cal ☐ OneCare ☐ PACE ☒ Administrative

For 20230504 BOD Review Only

I. PURPOSE

This policy outlines the general rules and restrictions applicable to a Leave of Absence (LOA).

II. POLICY

A. CalOptima Health shall comply with all applicable state and federal LOA laws and regulations and will implement and administer changes to entitlements as required by law.

B. CalOptima Health will grant a LOA to eligible employees in accordance with ~~CalOptima's~~CalOptima Health's respective policies and procedures. For leaves specified herein, an employee must submit a ~~LOA request form~~Leave of Absence Request Form, available on the InfoNet, to the Human Resources (HR) Department.

C. An employee's manager may approve up to five (5) scheduled workdays of excused absences for an illness or pre-planned surgery; however, absences of more than five (5) scheduled workdays for illnesses or pre-planned surgery, must be submitted to and approved by HR. Use of Paid Time Off (PTO ~~time~~) for pre-planned vacations does not require HR approval pursuant to CalOptima Health Policy GA.8018: Paid Time Off (PTO).

D. If an employee requires additional time off work beyond the amount of time authorized herein, and ~~his or her~~their manager and HR grant a Personal LOA pursuant to CalOptima Health Policy GA.8038: Personal Leave of Absence, the Personal LOA will start on the first day after the termination of the LOA granted pursuant to one (1) of the leaves authorized herein.

E. Types of LOA:

1. Bereavement Leave: ~~With approval of an employee's manager, an~~An employee may take up to three (3) scheduled workdays off with pay ~~(~~[maximum of twenty-four (24) hours~~)~~] in the event of a death of an employee's: ~~current~~ spouse; registered domestic partner; biological, adopted, step or foster child; biological, adopted, step or foster parent; legal guardian; siblings, including step brother and step sister; grandparent; grandchild; parents-in-law; siblings-in-law; or child-in-law. ~~Supporting documentation for~~An employee is entitled to take an additional two (2) workdays off as either PTO or unpaid time off [maximum of sixteen (16) hours]. The first five (5) days of paid or unpaid bereavement leave taken in the three (3) months following the death of the family member are considered protected leave. A Bereavement Leave Request Form,

Back to Item

Back to Agenda

available on the InfoNet, must be submitted to ~~Payroll~~HR within thirty (30) calendar days of leave. The employee's manager may approve ~~additional time off of~~ up to an additional five (5) ~~scheduled work days~~workdays off to be taken as either PTO~~,~~ or unpaid time off~~.~~ [maximum of forty (40) hours]. An employee must submit a ~~LOA request form~~Leave of Absence Request Form to HR and request a Personal LOA pursuant to CalOptima Health Policy GA.8038: Personal Leave of Absence if the employee plans to take additional PTO or unpaid time off exceeding the additional five (5) scheduled workdays taken as PTO or unpaid time off.

2. Pregnancy Disability Leave (PDL): ~~Under~~In accordance with California Pregnancy Regulations, ~~employers must provide~~CalOptima Health provides up to four (4) months (calculated based on number of days or hours the employee would normally work within four (4) calendar months) of unpaid PDL per pregnancy to women requiring time off work because of a disability caused by an employee's pregnancy, childbirth, or a related medical condition as described in CalOptima Health Policy GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation.

3. Family and Medical Leave Act (FMLA): Under the FMLA, employers must provide eligible employees with up to twelve (12) weeks of unpaid, job-protected leave per rolling twelve (12) month period. In most circumstances, FMLA leave will run at the same time as PDL and/or California Family Rights Act (CFRA) leave (see below), where applicable, and is not in addition to those leaves. FMLA also includes a special leave entitlement for eligible employees to take up to twenty-six (26) weeks of unpaid leave to care for a covered military service member with a qualifying serious injury or illness during a single twelve (12) month period. (See CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence for details.)

4. California Family Rights Act (CFRA) Leave: CFRA provides eligible employees with up to twelve (12) weeks of unpaid, job-protected leave per rolling twelve (12) month period, as detailed in CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence. ~~CFRA leave includes a special leave entitlement for eligible employees to take up to twelve (12) weeks of unpaid leave to care for a covered military service member with a qualifying serious injury or illness during a single twelve (12) month period.~~

5. Military Family Leave: Eligible employees may take an unpaid LOA under FMLA and/or CFRA as described in Sections II.D.3. and 4. of this Policy, to care for a qualified family member or due to a qualifying exigency arising out of the fact that the qualified family member is on covered active duty or has been notified of an impending call or order to active duty.

6. Military Service Leave: The Uniformed Services Employment and Reemployment Rights Act (USERRA) is a Federal law that provides a cumulative of five (5) years of leave (with certain exceptions) and re-employment rights for veterans and members of the National Guard and Reserve following qualifying military service. USERRA requires that a person re-employed under its provisions be given credit for any months ~~he or she~~they would have been employed but for the military service in determining eligibility for FMLA leave. A person re-employed following military service should be given credit for the period of military service towards the months-of-employment eligibility requirement.

    a. Salary and Compensation for First Thirty (30) Calendar Days for Military Service LOA: Pursuant to Military and Veterans Code, Sections 395.01 and 395.05, an employee may be entitled to ~~his or her~~their full salary, or compensation, including all appropriate benefits, for the first thirty (30) calendar days of ~~his or her~~their absence while ~~he or she is~~they are

For 2025 BOD Review Only

engaged in the performance of ordered duty, active military training, inactive duty training, encampment, naval cruises, special exercises, National Guard active duty, inactive duty training drill periods, or like activity. Pay under this provision is limited to not more than thirty (30) calendar days in any given fiscal year.

b. A military leave of absence without pay shall be granted to employee members of reserve military units and the National Guard required to perform inactive duty obligations. Employee may use accrued PTO if sufficient PTO is accrued or may take this time as unpaid.

~~b.~~c. Supplemental Compensation and Continuation of Benefits for Military Service LOA resulting from the National Emergency declared as a Result of the War on Terror: Upon the exhaustion of pay and benefits for the first thirty (30) calendar days, an employee called to active duty or active training duty with the U.S. Armed Forces or National Guard as a result of the National Emergency, may receive supplemental pay in an amount equal to the difference between the amount of the employee's military pay, including any allotments or additional allowances paid to their families, as calculated at the beginning of the employee's leave, and the amount the employee earned as base salary at CalOptima Health in the month prior to the LOA, assuming the amount the employee earned at CalOptima Health is greater than ~~his or her~~their military pay. The employee is also authorized to receive a continuation of appropriate benefits, including ~~CalOptima's~~CalOptima Health payment of the employer cost for applicable health insurance premiums for employees and, if applicable, their dependents. In the event the employee's military pay is greater than their CalOptima Health base salary, CalOptima Health will continue the employee's eligible benefits, if elected, and pay for the employee's cost of such benefits without seeking reimbursement. In instances where training or service with the U.S. Armed Forces is not mandatory and is not covered by state, or federal law, the LOA will be unpaid.

7. Military Spouse Leave: Pursuant to Military & Veterans Code, Section 395.10, eligible employees may take up to ten (10) scheduled workdays of unpaid leave when their spouse is on leave from active duty in the U.S. Armed forces, Reserves or National Guard. Employee may use accrued PTO if sufficient PTO is accrued or may take this time as unpaid.

8. Workers' Compensation: In accordance with state law, CalOptima Health provides Workers' Compensation insurance coverage for employees in case of work-related injury or illness. CalOptima Health may grant a LOA subject to any limitations permitted by law for work-related injuries, in accordance with CalOptima Health Policy GA.8041: Workers' Compensation Leave of Absence.

9. Jury or Witness Duty Leave: Employees may be granted a LOA with regular pay for those hours that coincide with the employee's regularly scheduled working hours for jury duty. CalOptima Health may grant an employee a LOA with pay to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. On days employees are not required to report to court, or on days when the court either dismisses the employee early or requests that the employee report at a later time, whenever practical, the employee must report to work to perform regular duties prior to or after completing jury duty or appearing as a witness, unless the employee's manager approves that the remaining work time is less than reasonable travel time to court and work location. Employees are expected to work with and coordinate with their manager to ensure that their time away from work does not adversely impact business needs, their coworkers, or ~~CalOptima's~~CalOptima Health members.

For 20230504 BOD Review Only

~~9.~~10. Parental School Attendance: Pursuant to Labor Code, Section 230.8, employees can take time off up to eight (8) hours in one (1) month or forty (40) hours each year to participate in Child-Related Activities, subject to limitations under applicable laws. Pursuant to Labor Code, Section 230.7, employees can take time off to appear in the school pursuant to a request made under Education Code, Section 48900.1 (Suspension of Pupil), subject to limitations under applicable laws. Accrued PTO shall automatically be used for time-off for Child-Related Activities and/or to appear in a pupil's school, subject to the limitations under applicable laws. Otherwise, the Employee may take this time as unpaid if there is not enough accrued PTO available in accordance with CalOptima Health Policy GA.8018: Paid Time Off (PTO).

~~10.~~11. Victims of Crime or Abuse: Subject to the requirements under Labor Code, sections 230 and 230.1, an employee who is a victim of a crime or abuse, may, with reasonable advance notice, unless the advance notice is not feasible, request a LOA. For purposes of LOA request eligibility, "victim" includes (1) a victim of stalking, domestic violence, or sexual assault; (2) a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; and/or (3) a person whose immediate family member is deceased as the direct result of the crime. Employees may elect to use accrued PTO, if available, when a LOA is granted; however, the PTO cannot be used to adjust the start date and will count as part of the LOA. This type of LOA is limited to twelve (12) weeks in a rolling twelve (12) month period. After an employee exhausts ~~his or her~~their PTO accruals, if elected, the remaining time off will be unpaid. LOAs under this paragraph may be granted for any of the following:

a. To seek medical attention for injuries caused by crime or abuse;

b. To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;

c. To obtain psychological counseling or mental health services related to an experience of crime or abuse;

d. To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation; and/or

e. To obtain or attempt to obtain relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee, or ~~his or her~~their child.

~~11.~~12. Victims of Crime Leave: An employee who is a victim of a crime or whose immediate family member(s) is/are a crime victim may take time off subject to the procedural conditions imposed pursuant to Labor Code, section 230.2, to attend judicial proceedings related to that crime. A copy of the official notice to the victim of each scheduled legal, or judicial, proceeding, or documentation substantiating the employee's attendance at a judicial proceeding is required for this leave. The employee can elect to use accrued PTO for the absence.

~~12.~~13. Volunteer Civil Service Leave: A Civil Service LOA for an unlimited duration may be granted for employees who are required to perform emergency duty as a volunteer firefighter, a reserve police officer, or emergency rescue personnel. An employee who performs duty as a volunteer firefighter, a reserve peace officer, or as emergency rescue personnel is also permitted to take a LOA, not to exceed an aggregate of fourteen (14) scheduled workdays per calendar year for the purpose of fire, law enforcement, or emergency rescue training. LOAs under this paragraph can be unpaid unless the employee elects to use accrued PTO. However, an employee

For 20230504 BOD Review Only

cannot use PTO to adjust the start date of the LOA authorized under this paragraph, and the time covered by the PTO will be counted towards the LOA.

~~13.~~14. Civil Air Patrol Leave: Employees who have been employed for at least ninety (90) calendar days may request a maximum total of ten (10) scheduled workdays per calendar year (three (3) scheduled workdays maximum for a single emergency operational mission, unless otherwise authorized by HR) for Civil Air Patrol duty. LOAs under this paragraph can be unpaid unless the employee elects to use accrued PTO. However, an employee cannot use PTO to adjust the start date of the LOA authorized under this paragraph, and the time covered by the PTO will be counted towards the LOA.

~~14.~~15. LOA as a Reasonable Accommodation: Consistent with the requirements under the Americans with Disabilities Act and the California Fair Employment and Housing Act, subject to a good faith interactive process, CalOptima Health may grant an employee a LOA as a reasonable accommodation, if appropriate.

~~15.~~16. Other Leaves: See CalOptima Health Policy GA.8038: Personal Leave of Absence.

F. Except as required by federal or state law, or as necessary to protect the employee's safety in the workplace, CalOptima Health management and HR shall reasonably maintain the confidentiality, to the extent possible under the circumstances, of any employee requesting time off pursuant to a LOA described herein.

G. To the extent that this policy conflicts with CalOptima Health Policies GA.8038: Personal Leave of Absence, GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation, or GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence, those specific policies shall supersede.

III. PROCEDURE

A. Reinstatement: When an employee is placed on a protected LOA, CalOptima Health shall make an effort to hold the employee's position open for the period of the approved leave, with the exception of Personal LOAs in which there is no guarantee of reinstatement. However, to meet business needs, CalOptima Health may need to fill such positions. If an employee's former position is unavailable when the employee returns promptly to work upon the expiration of an approved LOA, CalOptima Health shall make every effort to place the employee in a comparable position for which the employee is qualified. If such a position is not available, the employee will be offered the next suitable position for which the employee is qualified that becomes available. In addition, CalOptima Health will attempt to reasonably accommodate employees who are released for partial or modified duty. An employee who does not accept a position offered by CalOptima Health is considered to have voluntarily terminated employment, effective the day such refusal is made. Employees returning from a LOA related to the employee's own medical condition must obtain a release to return to work from ~~his or her~~their health care provider (where applicable) stating that ~~he or she is~~they are able to resume work. CalOptima Health also reserves the right to require employees to participate in a fitness for duty examination at the expense of CalOptima Health prior to return to work.

B. Paid Time Off (PTO) accruals: PTO only accrues during the ~~time~~ period an employee is on active duty or utilizing PTO for an approved LOA. Once an employee elects not to use PTO accruals or exhausts all PTO accruals, the remaining time off for an approved LOA shall not be considered time worked for purposes of accruing PTO hours.

For 20230504 BOD Review Only

C. Holidays: If a paid holiday occurs during the period an employee is on a LOA, the employee may be eligible for the holiday pay if PTO is being used for the LOA the day before and the day after the holiday and the holiday pay will be prorated based on the employee's full-time or part-time status as it was in effect prior to the LOA. If a holiday falls on a day in which the employee would have been regularly scheduled to work, the holiday will count against the employee's LOA entitlement.

D. Supplemental Compensation: An employee on a Continuous LOA is not eligible to receive certain supplemental compensation, such as Bilingual Pay, Night Shift Premium, Call Back or On Call Pay, Active Certified Case Manager (CCM) Pay, Internet Stipend, Commuter Allowance, or Automobile Allowance during ~~his/her~~their LOA. An employee on a Continuous LOA may be eligible for Employer-Paid Member Contribution or Supplemental Retirement Benefit during any portion of a paid LOA but shall not be eligible if the LOA is unpaid. Executive incentives will be prorated to account for ~~the~~ an executive's Personal LOA time period~~, and executives~~. Executives must be ~~on active status at~~current employees during the ~~time~~pay period the executive incentive is paid out ~~in order~~ to be eligible to receive the ~~executive~~ incentive. Continuous LOA is leave that is taken continuously and not broken into separate blocks of time. Supplemental compensation will resume when the employee returns to an active status, and may be prorated, where applicable.

E. Outside employment: Employees may not engage in outside work for other employers, including self-employment, while on an approved LOA from CalOptima Health, unless specifically authorized under this Policy, such as for military service.

F. Documentation: Failure to provide all the required information and/or documentation within the requested or required timeframe may result in~~:~~ a delay in ~~CalOptima's~~CalOptima Health's approval of the LOA request~~; , CalOptima's~~CalOptima Health's denial of the employee's request for a LOA~~;~~ , and/or an impact to the employee's ability to take a LOA as requested~~; and/or disciplinary action, up to and including termination.~~ .

G. Failure to return promptly: If an employee fails to return to work upon the expiration of an approved LOA and has not submitted required documentation and/or obtained an extension from HR prior to such expiration date, the employee will be considered to have voluntarily resigned. HR will process the employee's voluntary resignation effective three (3) consecutive scheduled ~~work days~~workdays following the date the employee failed to return to work, or as soon as reasonably possible given the circumstances. It is the responsibility of the employee to ensure a request for an extended LOA is submitted timely with all required documentation in support of extending the LOA.

H. Misrepresentations: Misrepresenting reasons ~~for~~or information submitted when applying for a LOA ~~will~~may result in ~~disciplinary~~corrective action, up to and including termination.

I. Health benefits for PDL, FMLA, CFRA, Military Service or Workers' Compensation Leaves of Absence: Employer ~~payments~~contributions towards an employee's health benefits (medical, vision, and dental) ~~for~~who is on leave pursuant to PDL, FMLA, CFRA, Military Service, or Workers' Compensation LOAs, will not continue beyond the FMLA/CFRA covered period pursuant to CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence. Employees may elect to purchase continuation of such health benefits coverage through COBRA. When an employee returns to work, the eligibility and accrual dates for such benefits may be adjusted to reflect the period of the LOA.

J. Other benefits: All other benefits not specified herein, provided by CalOptima Health, shall be administered according to HR procedures.

For 20250504 BOD Review Only

K. Eligibility and Specific Leave Requirements: Refer to specific CalOptima Health policies listed below for detailed information about eligibility and other leave requirements:

1. CalOptima Health Policy GA.8018: Paid Time Off (PTO);

2. CalOptima Health Policy GA.8038: Personal Leave of Absence;

3. CalOptima Health Policy GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation;

4. CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence; and/or

5. CalOptima Health Policy GA.8041: Workers' Compensation Leave of Absence.

IV. ATTACHMENT(S)

~~A. Leave of Absence Request Form~~
Not Applicable

V. REFERENCE(S)

A. Bereavement Leave Request Form
~~A.~~B. California Code, Education Code, §48900.1
~~B.~~C. California Code, Government Code, §12945.1 et seq. (CFRA)
D. California Code, Government Code, §19774-19775 (Military Service Leave)
~~C.~~E. California Code, Labor Code, §230 et seq. (Jury service and other leaves)
~~D.~~F. California Code, Military & Veterans Code~~-~~, §395.10 (Military Service Leave)
~~E.~~ CalOptima ~~Employee Handbook~~
~~F.~~G. ~~CalOptima~~Health Policy GA.8018: Paid Time Off (PTO)
~~G.~~H. CalOptima Health Policy GA.8038: Personal Leave of Absence
~~H.~~I. CalOptima Health Policy GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation
~~I.~~J. CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence
~~J.~~K. CalOptima Health Policy GA.8041: Workers' Compensation Leave of Absence
~~K.~~L. CalOptima Health Policy GA.8059: Attendance and Timekeeping
M. Leave of Absence Request Form
~~L.~~N. Title 2, California Code of Regulations (C.C.R.), §7291.2 et seq. (Pregnancy Regulations)
~~M.~~O. Title 2, California Code of Regulations (C.C.R.), §7293.5 et seq. (Disability Regulations)
~~N.~~P. Title 29, Code of Federal Regulations (C.F.R.), Part 825 (FMLA Regulations)
~~O.~~Q. Title 29, United States Code (U.S.C.), §2601 et seq. (FMLA)
~~P.~~R. Title 38, United States Code (U.S.C.), §4301 et seq. (USSERA)

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

VII. BOARD ACTION(S)

For 20230504 BOD Review Only

Date	Meeting
01/05/2012	Regular Meeting of the CalOptima Board of Directors
08/07/2014	Regular Meeting of the CalOptima Board of Directors
05/04/2017	Regular Meeting of the CalOptima Board of Directors
08/03/2017	Regular Meeting of the CalOptima Board of Directors
09/03/2020	Regular Meeting of the CalOptima Board of Directors
12/20/2021	Special Meeting of the CalOptima Board of Directors
TBD	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	01/05/2012	GA.8037	Leave of Absence	Administrative
Revised	02/01/2014	GA.8037	Leave of Absence	Administrative
Revised	05/04/2017	GA.8037	Leave of Absence	Administrative
Revised	08/03/2017	GA.8037	Leave of Absence	Administrative
Revised	09/03/2020	GA.8037	Leave of Absence	Administrative
Revised	12/20/2021	GA.8037	Leave of Absence	Administrative
Revised	TBD	GA.8037	Leave of Absence	Administrative

For 20230504 BOD Review Only

IX. GLOSSARY

Term	Definition
Child-Related Activities	Participation in activities at child's school or day care facility as permitted under Labor Code section 230.8, which includes: finding, enrolling, or reenrolling a child in a school or with a licensed child care provider; child care provider or school, emergency; request for child to be picked up from school/child care or an attendance policy that prohibits the child from attending or requires the child to be picked up from the school or child care provider; behavioral/discipline problems; closure or unexpected unavailability of school (excluding planned holidays); a natural disaster; or to participate in activities of the school or licensed child care provider of ~~his or her~~their child, if the employee, prior to taking the time off, gives reasonable notice to CalOptima Health.
Continuous Leave of Absence (LOA)	Leave that is taken continuously and not broken into separate blocks of time.
Leave of Absence (LOA)	A term used to describe a scheduled period ~~of time off~~ longer than five (5) days that an employee is to be away from ~~his or her~~their primary job, while maintaining the status of employee.

For 20230504 BOD Review Only

Policy:	GA.8037
Title:	**Leave of Absence**
Department:	Human Resources
Section:	Not Applicable
CEO Approval:	*/s/*
Effective Date:	01/05/2012
Revised Date:	TBD
Applicable to:	☐ Medi-Cal ☐ OneCare ☐ PACE ☒ Administrative

For 20230504 BOD Review Only

I. PURPOSE

This policy outlines the general rules and restrictions applicable to a Leave of Absence (LOA).

II. POLICY

A. CalOptima Health shall comply with all applicable state and federal LOA laws and regulations and will implement and administer changes to entitlements as required by law.

B. CalOptima Health will grant a LOA to eligible employees in accordance with CalOptima Health's respective policies and procedures. For leaves specified herein, an employee must submit a Leave of Absence Request Form, available on the InfoNet, to the Human Resources (HR) Department.

C. An employee's manager may approve up to five (5) scheduled workdays of excused absences for an illness or pre-planned surgery; however, absences of more than five (5) scheduled workdays for illnesses or pre-planned surgery, must be submitted to and approved by HR. Use of Paid Time Off (PTO) for pre-planned vacations does not require HR approval pursuant to CalOptima Health Policy GA.8018: Paid Time Off (PTO).

D. If an employee requires additional time off work beyond the amount of time authorized herein, and their manager and HR grant a Personal LOA pursuant to CalOptima Health Policy GA.8038: Personal Leave of Absence, the Personal LOA will start on the first day after the termination of the LOA granted pursuant to one (1) of the leaves authorized herein.

E. Types of LOA:

1. Bereavement Leave: An employee may take up to three (3) scheduled workdays off with pay [maximum of twenty-four (24) hours] in the event of a death of an employee's: spouse; registered domestic partner; biological, adopted, step or foster child; biological, adopted, step or foster parent; legal guardian; siblings, including step brother and step sister; grandparent; grandchild; parents-in-law; siblings-in-law; or child-in-law. An employee is entitled to take an additional two (2) workdays off as either PTO or unpaid time off [maximum of sixteen (16) hours]. The first five (5) days of paid or unpaid bereavement leave taken in the three (3) months following the death of the family member are considered protected leave. A Bereavement Leave Request Form, available on the InfoNet, must be submitted to HR within thirty (30) calendar days of leave. The employee's manager may approve up to an additional five (5) workdays off to be taken as either PTO or unpaid time off [maximum of forty (40) hours]. An employee must

submit a Leave of Absence Request Form to HR and request a Personal LOA pursuant to CalOptima Health Policy GA.8038: Personal Leave of Absence if the employee plans to take additional PTO or unpaid time off exceeding the additional five (5) scheduled workdays taken as PTO or unpaid time off.

2. Pregnancy Disability Leave (PDL): In accordance with California Pregnancy Regulations, CalOptima Health provides up to four (4) months (calculated based on number of days or hours the employee would normally work within four (4) calendar months) of unpaid PDL per pregnancy to women requiring time off work because of a disability caused by an employee's pregnancy, childbirth, or a related medical condition as described in CalOptima Health Policy GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation.

3. Family and Medical Leave Act (FMLA): Under the FMLA, employers must provide eligible employees with up to twelve (12) weeks of unpaid, job-protected leave per rolling twelve (12) month period. In most circumstances, FMLA leave will run at the same time as PDL and/or California Family Rights Act (CFRA) leave (see below), where applicable, and is not in addition to those leaves. FMLA also includes a special leave entitlement for eligible employees to take up to twenty-six (26) weeks of unpaid leave to care for a covered military service member with a qualifying serious injury or illness during a single twelve (12) month period. (See CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence for details.)

4. California Family Rights Act (CFRA) Leave: CFRA provides eligible employees with up to twelve (12) weeks of unpaid, job-protected leave per rolling twelve (12) month period, as detailed in CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence.

5. Military Family Leave: Eligible employees may take an unpaid LOA under FMLA and/or CFRA as described in Sections II.D.3. and 4. of this Policy, to care for a qualified family member or due to a qualifying exigency arising out of the fact that the qualified family member is on covered active duty or has been notified of an impending call or order to active duty.

6. Military Service Leave: The Uniformed Services Employment and Reemployment Rights Act (USERRA) is a Federal law that provides a cumulative of five (5) years of leave (with certain exceptions) and re-employment rights for veterans and members of the National Guard and Reserve following qualifying military service. USERRA requires that a person re-employed under its provisions be given credit for any months they would have been employed but for the military service in determining eligibility for FMLA leave. A person re-employed following military service should be given credit for the period of military service towards the months-of-employment eligibility requirement.

   a. Salary and Compensation for First Thirty (30) Calendar Days for Military Service LOA: Pursuant to Military and Veterans Code, Sections 395.01 and 395.05, an employee may be entitled to their full salary, or compensation, including all appropriate benefits, for the first thirty (30) calendar days of their absence while they are engaged in the performance of ordered duty, active military training, inactive duty training, encampment, naval cruises, special exercises, National Guard active duty, inactive duty training drill periods, or like activity. Pay under this provision is limited to not more than thirty (30) calendar days in any given fiscal year.

   b. A military leave of absence without pay shall be granted to employee members of reserve military units and the National Guard required to perform inactive duty obligations. Employee may use accrued PTO if sufficient PTO is accrued or may take this time as unpaid.

For 20230504 BOD Review Only

c. Supplemental Compensation and Continuation of Benefits for Military Service LOA resulting from the National Emergency declared as a Result of the War on Terror: Upon the exhaustion of pay and benefits for the first thirty (30) calendar days, an employee called to active duty or active training duty with the U.S. Armed Forces or National Guard as a result of the National Emergency, may receive supplemental pay in an amount equal to the difference between the amount of the employee's military pay, including any allotments or additional allowances paid to their families, as calculated at the beginning of the employee's leave, and the amount the employee earned as base salary at CalOptima Health in the month prior to the LOA, assuming the amount the employee earned at CalOptima Health is greater than their military pay. The employee is also authorized to receive a continuation of appropriate benefits, including CalOptima Health payment of the employer cost for applicable health insurance premiums for employees and, if applicable, their dependents. In the event the employee's military pay is greater than their CalOptima Health base salary, CalOptima Health will continue the employee's eligible benefits, if elected, and pay for the employee's cost of such benefits without seeking reimbursement. In instances where training or service with the U.S. Armed Forces is not mandatory and is not covered by state, or federal law, the LOA will be unpaid.

7. Military Spouse Leave: Pursuant to Military & Veterans Code, Section 395.10, eligible employees may take up to ten (10) scheduled workdays of unpaid leave when their spouse is on leave from active duty in the U.S. Armed forces, Reserves or National Guard. Employee may use accrued PTO if sufficient PTO is accrued or may take this time as unpaid.

8. Workers' Compensation: In accordance with state law, CalOptima Health provides Workers' Compensation insurance coverage for employees in case of work-related injury or illness. CalOptima Health may grant a LOA subject to any limitations permitted by law for work-related injuries, in accordance with CalOptima Health Policy GA.8041: Workers' Compensation Leave of Absence.

9. Jury or Witness Duty Leave: Employees may be granted a LOA with regular pay for those hours that coincide with the employee's regularly scheduled working hours for jury duty. CalOptima Health may grant an employee a LOA with pay to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. On days employees are not required to report to court, or on days when the court either dismisses the employee early or requests that the employee report at a later time, whenever practical, the employee must report to work to perform regular duties prior to or after completing jury duty or appearing as a witness, unless the employee's manager approves that the remaining work time is less than reasonable travel time to court and work location. Employees are expected to work with and coordinate with their manager to ensure that their time away from work does not adversely impact business needs, their coworkers, or CalOptima Health members.

10. Parental School Attendance: Pursuant to Labor Code, Section 230.8, employees can take time off up to eight (8) hours in one (1) month or forty (40) hours each year to participate in Child-Related Activities, subject to limitations under applicable laws. Pursuant to Labor Code, Section 230.7, employees can take time off to appear in the school pursuant to a request made under Education Code, Section 48900.1 (Suspension of Pupil), subject to limitations under applicable laws. Accrued PTO shall automatically be used for time-off for Child-Related Activities and/or to appear in a pupil's school, subject to the limitations under applicable laws. Otherwise, the Employee may take this time as unpaid if there is not enough accrued PTO available in accordance with CalOptima Health Policy GA.8018: Paid Time Off (PTO).

For 20230504 BOD Review Only

11. Victims of Crime or Abuse: Subject to the requirements under Labor Code, sections 230 and 230.1, an employee who is a victim of a crime or abuse, may, with reasonable advance notice, unless the advance notice is not feasible, request a LOA. For purposes of LOA request eligibility, "victim" includes (1) a victim of stalking, domestic violence, or sexual assault; (2) a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; and/or (3) a person whose immediate family member is deceased as the direct result of the crime. Employees may elect to use accrued PTO, if available, when a LOA is granted; however, the PTO cannot be used to adjust the start date and will count as part of the LOA. This type of LOA is limited to twelve (12) weeks in a rolling twelve (12) month period. After an employee exhausts their PTO accruals, if elected, the remaining time off will be unpaid. LOAs under this paragraph may be granted for any of the following:

    a. To seek medical attention for injuries caused by crime or abuse;

    b. To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;

    c. To obtain psychological counseling or mental health services related to an experience of crime or abuse;

    d. To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation; and/or

    e. To obtain or attempt to obtain relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee, or their child.

12. Victims of Crime Leave: An employee who is a victim of a crime or whose immediate family member(s) is/are a crime victim may take time off subject to the procedural conditions imposed pursuant to Labor Code, section 230.2, to attend judicial proceedings related to that crime. A copy of the official notice to the victim of each scheduled legal, or judicial, proceeding, or documentation substantiating the employee's attendance at a judicial proceeding is required for this leave. The employee can elect to use accrued PTO for the absence.

13. Volunteer Civil Service Leave: A Civil Service LOA for an unlimited duration may be granted for employees who are required to perform emergency duty as a volunteer firefighter, a reserve police officer, or emergency rescue personnel. An employee who performs duty as a volunteer firefighter, a reserve peace officer, or as emergency rescue personnel is also permitted to take a LOA, not to exceed an aggregate of fourteen (14) scheduled workdays per calendar year for the purpose of fire, law enforcement, or emergency rescue training. LOAs under this paragraph can be unpaid unless the employee elects to use accrued PTO. However, an employee cannot use PTO to adjust the start date of the LOA authorized under this paragraph, and the time covered by the PTO will be counted towards the LOA.

14. Civil Air Patrol Leave: Employees who have been employed for at least ninety (90) calendar days may request a maximum total of ten (10) scheduled workdays per calendar year (three (3) scheduled workdays maximum for a single emergency operational mission, unless otherwise authorized by HR) for Civil Air Patrol duty. LOAs under this paragraph can be unpaid unless the employee elects to use accrued PTO. However, an employee cannot use PTO to adjust the start date of the LOA authorized under this paragraph, and the time covered by the PTO will be counted towards the LOA.

15. LOA as a Reasonable Accommodation: Consistent with the requirements under the Americans with Disabilities Act and the California Fair Employment and Housing Act, subject to a good

For 20230504 BOD Review Only

faith interactive process, CalOptima Health may grant an employee a LOA as a reasonable accommodation, if appropriate.

16. Other Leaves: See CalOptima Health Policy GA.8038: Personal Leave of Absence.

F. Except as required by federal or state law, or as necessary to protect the employee's safety in the workplace, CalOptima Health management and HR shall reasonably maintain the confidentiality, to the extent possible under the circumstances, of any employee requesting time off pursuant to a LOA described herein.

G. To the extent that this policy conflicts with CalOptima Health Policies GA.8038: Personal Leave of Absence, GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation, or GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence, those specific policies shall supersede.

III. PROCEDURE

A. Reinstatement: When an employee is placed on a protected LOA, CalOptima Health shall make an effort to hold the employee's position open for the period of the approved leave, with the exception of Personal LOAs in which there is no guarantee of reinstatement. However, to meet business needs, CalOptima Health may need to fill such positions. If an employee's former position is unavailable when the employee returns promptly to work upon the expiration of an approved LOA, CalOptima Health shall make every effort to place the employee in a comparable position for which the employee is qualified. If such a position is not available, the employee will be offered the next suitable position for which the employee is qualified that becomes available. In addition, CalOptima Health will attempt to reasonably accommodate employees who are released for partial or modified duty. An employee who does not accept a position offered by CalOptima Health is considered to have voluntarily terminated employment, effective the day such refusal is made. Employees returning from a LOA related to the employee's own medical condition must obtain a release to return to work from their health care provider (where applicable) stating that they are able to resume work. CalOptima Health also reserves the right to require employees to participate in a fitness for duty examination at the expense of CalOptima Health prior to return to work.

B. Paid Time Off (PTO) accruals: PTO only accrues during the period an employee is on active duty or utilizing PTO for an approved LOA. Once an employee elects not to use PTO accruals or exhausts all PTO accruals, the remaining time off for an approved LOA shall not be considered time worked for purposes of accruing PTO hours.

C. Holidays: If a paid holiday occurs during the period an employee is on a LOA, the employee may be eligible for the holiday pay if PTO is being used for the LOA the day before and the day after the holiday and the holiday pay will be prorated based on the employee's full-time or part-time status as it was in effect prior to the LOA. If a holiday falls on a day in which the employee would have been regularly scheduled to work, the holiday will count against the employee's LOA entitlement.

D. Supplemental Compensation: An employee on a Continuous LOA is not eligible to receive certain supplemental compensation, such as Bilingual Pay, Night Shift Premium, Call Back or On Call Pay, Active Certified Case Manager (CCM) Pay, Internet Stipend, Commuter Allowance, or Automobile Allowance during their LOA. An employee on a Continuous LOA may be eligible for Employer-Paid Member Contribution or Supplemental Retirement Benefit during any portion of a paid LOA but shall not be eligible if the LOA is unpaid. Executive incentives will be prorated to account for an executive's Personal LOA time period. Executives must be current employees during the pay period the executive incentive is paid out to be eligible to receive the incentive. Continuous LOA is leave that is taken continuously and not broken into separate blocks of time. Supplemental

For 20230504 BOD Review Only

compensation will resume when the employee returns to an active status, and may be prorated, where applicable.

E. Outside employment: Employees may not engage in outside work for other employers, including self-employment, while on an approved LOA from CalOptima Health, unless specifically authorized under this Policy, such as for military service.

F. Documentation: Failure to provide all the required information and/or documentation within the requested or required timeframe may result in a delay in CalOptima Health's approval of the LOA request, CalOptima Health's denial of the employee's request for a LOA, and/or an impact to the employee's ability to take a LOA as requested.

G. Failure to return promptly: If an employee fails to return to work upon the expiration of an approved LOA and has not submitted required documentation and/or obtained an extension from HR prior to such expiration date, the employee will be considered to have voluntarily resigned. HR will process the employee's voluntary resignation effective three (3) consecutive scheduled workdays following the date the employee failed to return to work, or as soon as reasonably possible given the circumstances. It is the responsibility of the employee to ensure a request for an extended LOA is submitted timely with all required documentation in support of extending the LOA.

H. Misrepresentations: Misrepresenting reasons or information submitted when applying for a LOA may result in corrective action, up to and including termination.

I. Health benefits for PDL, FMLA, CFRA, Military Service or Workers' Compensation Leaves of Absence: Employer contributions towards an employee's health benefits (medical, vision, and dental) who is on leave pursuant to PDL, FMLA, CFRA, Military Service, or Workers' Compensation LOAs, will not continue beyond the FMLA/CFRA covered period pursuant to CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence. Employees may elect to purchase continuation of such health benefits coverage through COBRA. When an employee returns to work, the eligibility and accrual dates for such benefits may be adjusted to reflect the period of the LOA.

J. Other benefits: All other benefits not specified herein, provided by CalOptima Health, shall be administered according to HR procedures.

K. Eligibility and Specific Leave Requirements: Refer to specific CalOptima Health policies listed below for detailed information about eligibility and other leave requirements:

1. CalOptima Health Policy GA.8018: Paid Time Off (PTO);

2. CalOptima Health Policy GA.8038: Personal Leave of Absence;

3. CalOptima Health Policy GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation;

4. CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence; and/or

5. CalOptima Health Policy GA.8041: Workers' Compensation Leave of Absence.

IV. ATTACHMENT(S)

Not Applicable

For 20230504 BOD Review Only

V. REFERENCE(S)

A. Bereavement Leave Request Form
B. California Code, Education Code, §48900.1
C. California Code, Government Code, §12945.1 et seq. (CFRA)
D. California Code, Government Code, §19774-19775 (Military Service Leave)
E. California Code, Labor Code, §230 et seq. (Jury service and other leaves)
F. California Code, Military & Veterans Code, §395.10 (Military Service Leave)
G. CalOptima Health Policy GA.8018: Paid Time Off (PTO)
H. CalOptima Health Policy GA.8038: Personal Leave of Absence
I. CalOptima Health Policy GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation
J. CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence
K. CalOptima Health Policy GA.8041: Workers' Compensation Leave of Absence
L. CalOptima Health Policy GA.8059: Attendance and Timekeeping
M. Leave of Absence Request Form
N. Title 2, California Code of Regulations (C.C.R.), §7291.2 et seq. (Pregnancy Regulations)
O. Title 2, California Code of Regulations (C.C.R.), §7293.5 et seq. (Disability Regulations)
P. Title 29, Code of Federal Regulations (C.F.R.), Part 825 (FMLA Regulations)
Q. Title 29, United States Code (U.S.C.), §2601 et seq. (FMLA)
R. Title 38, United States Code (U.S.C.), §4301 et seq. (USSERA)

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

VII. BOARD ACTION(S)

Date	Meeting
01/05/2012	Regular Meeting of the CalOptima Board of Directors
08/07/2014	Regular Meeting of the CalOptima Board of Directors
05/04/2017	Regular Meeting of the CalOptima Board of Directors
08/03/2017	Regular Meeting of the CalOptima Board of Directors
09/03/2020	Regular Meeting of the CalOptima Board of Directors
12/20/2021	Special Meeting of the CalOptima Board of Directors
TBD	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	01/05/2012	GA.8037	Leave of Absence	Administrative
Revised	02/01/2014	GA.8037	Leave of Absence	Administrative
Revised	05/04/2017	GA.8037	Leave of Absence	Administrative
Revised	08/03/2017	GA.8037	Leave of Absence	Administrative
Revised	09/03/2020	GA.8037	Leave of Absence	Administrative
Revised	12/20/2021	GA.8037	Leave of Absence	Administrative
Revised	TBD	GA.8037	Leave of Absence	Administrative

For 2023.05.04 BOD Review Only

IX. GLOSSARY

Term	Definition
Child-Related Activities	Participation in activities at child's school or day care facility as permitted under Labor Code section 230.8, which includes: finding, enrolling, or reenrolling a child in a school or with a licensed child care provider; child care provider or school, emergency; request for child to be picked up from school/child care or an attendance policy that prohibits the child from attending or requires the child to be picked up from the school or child care provider; behavioral/discipline problems; closure or unexpected unavailability of school (excluding planned holidays); a natural disaster; or to participate in activities of the school or licensed child care provider of their child, if the employee, prior to taking the time off, gives reasonable notice to CalOptima Health.
Continuous Leave of Absence (LOA)	Leave that is taken continuously and not broken into separate blocks of time.
Leave of Absence (LOA)	A term used to describe a scheduled period longer than five (5) days that an employee is to be away from their primary job, while maintaining the status of employee.

For 20230504 BOD Review Only

Policy:	GA.8039
Title:	**Pregnancy Disability Leave of Absence and Lactation Accommodation**
Department:	~~CalOptima Health~~ ~~Administrative~~Human Resources
Section:	~~Human Resources~~Not Applicable
CEO Approval:	*/s/*
Effective Date:	01/05/2012
Revised Date:	TBD
Applicable to:	☐ Medi-Cal ☐ OneCare ☐ PACE ☒ Administrative

For 20230504 BOD Review Only

I. PURPOSE

To outline the Pregnancy Disability Leave of Absence (PDL) and workplace accommodations available to eligible pregnant and lactating employees.

II. POLICY

A. Eligibility: ~~-~~Under the California Fair Employment and Housing Act (FEHA) and the Federal Pregnant Workers Fairness Act (PWFA), employees who are disabled by pregnancy, childbirth or a related medical condition are eligible to take a PDL~~.~~ and/or request workplace accommodations. CalOptima Health must provide lactating employees with reasonable break time and an adequate space to express breast milk in accordance with California Labor Code §1030-1033 and the Federal Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP for Nursing Mothers Act). All employees who need to express breast milk for their infant child are covered under the lactation accommodation provisions outlined in this policy.

B. General provisions:

1. PDL is for any reasonable period or intermittent periods of disability caused by an employee's pregnancy, childbirth, or a related medical condition for up to four (4) months, as described further below.

2. ~~—~~A "four (4~~))-~~month" leave shall be calculated as described in and consistent with Title 2 of the California Code of Regulations, Section 11042. Specifically, an employee is entitled to the number of days or hours the employee would normally work within four (4) calendar months (or 17 ⅓ weeks). For a full-time employee who normally works forty (40) hours per week, "four (4) months" is calculated as six hundred ninety-three (693) hours of leave entitlement (forty (40) hours/week x 17⅓ weeks). For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, an employee who works twenty (20) hours per week would qualify for three hundred forty-six and one-half (346.5) hours of leave entitlement (~~twenty (~~20~~)~~ hours/week x 17⅓ weeks) or an employee who normally works forty-eight (48) hours per week would qualify for eight hundred thirty-two (832) hours of leave entitlement (~~forty eight (~~48~~)~~ hours/week x 17⅓ weeks).

Back to Item

Back to Agenda

Employees are eligible for up to four (4) months leave per occurrence of pregnancy related disability.

~~3.~~2.

~~4.~~3. An employee does not have to take PDL in one (1) continuous period ~~of time~~ but may take PDL on an as-needed, intermittent basis. Taking intermittent PDL or a reduced work schedule throughout an employee's pregnancy will affect the number of PDL hours remaining that an employee is entitled to take leading up to and after childbirth.

~~5.~~4. An employee may request to use accumulated Paid Time Off (PTO) during the PDL. However, the use of such PTO will not adjust the start date of the ~~leave~~PDL. The time covered by PTO will still count as part of the ~~required leave~~PDL entitlement. Any portion of a PDL with or without the use of PTO will count against the total hours of PDL entitlement. Once PTO accruals have been exhausted, all remaining time off shall be without pay ~~with the exception of~~except for any qualifying disability pay.

~~6.~~5. An employee may request to extend ~~the~~ PDL from the Human Resources (HR) Department and HR will review the employee's request, along with supporting medical documentation, to determine if the employee continues to be disabled by pregnancy, childbirth, or a related medical condition and the total PDL per pregnancy does not exceed four (4) months. The employee must present an updated physician's certification to HR with their PDL extension request.

~~7.~~6. Returning to Work: An employee returning from ~~a~~ PDL must obtain a release to return to work from ~~her~~their health care provider stating that ~~she is~~they are able to resume ~~her~~their original job or duties. Where applicable, if an employee has a qualifying disability under the Americans with Disabilities Act (ADA), the employee is responsible for timely: (1) requesting a reasonable accommodation, if needed; (2) providing sufficient medical documentation in support of a reasonable accommodation; and (3) engaging in the interactive process. Except in very limited circumstances, an employee who exercises PDL has a right to reinstatement to the same or comparable position, pursuant to the conditions, restrictions and exceptions outlined under the PDL laws.

~~8.~~7. As provided in Title 2 of the California Code of Regulations Section 11047, in the event an employee has exhausted ~~her~~their four (4)-month leave under the PDL, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation(s) under Government Code Section 12940. CalOptima Health will engage in an interactive process using the standards provided in the disability regulations (Title 2 of the California Code of Regulations Section 11064, *et seq.*) to determine effective reasonable accommodations, if any, that will not impose an undue hardship on CalOptima Health (Government Code Section 12940(m) and (n)). Where an employee has exhausted ~~her~~their four (4)-month leave under the PDL prior to the birth of ~~her~~their child and ~~her~~the health care provider determines that a continuation of the leave is medically necessary, CalOptima Health may, as a reasonable accommodation that will not impose an undue hardship on CalOptima Health, allow an employee eligible for CFRA to utilize the CFRA leave prior to the birth of ~~her~~their child (Title 2 of the California Code of Regulations Section 11046).

~~9.~~ If an eligible employee wishes to stay home to care for ~~her~~their newborn after ~~her~~their PDL ends, ~~she~~they must apply for a leave of absence (LOA) under the Family and Medical Leave Act (FMLA) or California Family Rights Act (CFRA), as described in CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

For 20230504 BOD Review Only

Leaves of Absence, at least thirty (30) calendar days before the date the leave will begin, if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide as much advance notice as practicable. If the employee has exhausted all FMLA or CFRA leave entitlements or is not eligible for FMLA or CFRA, the employee may request a Personal LOA, as provided under CalOptima Health Policy GA.8038: Personal Leave of Absence.

~~10.~~8.

~~11.~~9. An employee requesting PDL shall provide timely oral or written notice sufficient to make CalOptima Health aware that the employee needs PDL, and where practicable, the anticipated timing and duration of the PDL. If the PDL is foreseeable, an employee must provide CalOptima Health at least thirty (30) calendar days advance notice before the start of the PDL. If thirty (30) calendar days advance notice is not practicable, because it is not known when the PDL will ~~be required to~~ begin, or because of a change in circumstances, a medical emergency, or other good cause, notice must be given to CalOptima Health as soon as practicable.

~~12.~~10. CalOptima Health shall respond to the PDL request as soon as practicable, and, in no event, later than ten (10) calendar days after receiving the PDL request and shall attempt to respond to the leave request before the date the leave is due to begin as required pursuant to Title 2 of the California Code of Regulations Section 11050(a)(5). Once given, approval shall be deemed retroactive to the date of the first day of the eligible leave.

~~13.~~11. As a condition of granting ~~the~~ PDL, employees will be required to obtain a medical certification from their health care provider. The certification should include the following information:

a. The date on which the employee becomes disabled because of pregnancy, childbirth, or related medical condition;

b. The expected duration of the period or periods of PDL; and

c. A statement that the employee needs to take PDL because ~~she is~~they are disabled by pregnancy, childbirth, or a related medical condition.

C. Health benefits for Pregnancy Disability that run concurrently with FMLA or CFRA LOA:

1. During the duration of the PDL ~~(~~[four (4) months maximum for disability~~)~~] and CFRA ~~(~~[Twelve (12) weeks maximum for baby bonding~~),~~], if applicable, except for discretionary LOAs as described in CalOptima Health Policy GA.8038: Personal Leave of Absence, CalOptima Health will continue to pay the employer's portion of the health benefit premium for the employee as if ~~she~~they continued as an active employee.

2. While an employee is receiving CalOptima ~~payroll checks~~Health paychecks because ~~she is~~they are exhausting ~~her~~their accrued PTO benefits, the employee's health benefits and other insurance premiums will continue to be deducted from the employee's paycheck at the active employee rate. These benefits include medical, dental, vision, and ~~employee assistance program~~any elected voluntary benefits.

3. When an employee is no longer receiving a CalOptima Health paycheck or the amount is not sufficient to cover the employee's ~~premium costs~~health benefits and other insurance premiums, the employee must pay the ~~cost of coverage at the active~~ employee ~~rate~~share of premiums, by the first (1st) of the month for that month's benefit coverage. The employee should arrange

For 20230504 BOD Review Only

these payments with HR as soon as ~~she anticipates~~they anticipate that the paycheck will not cover ~~the employee's~~their employee share. The first payment may include any portion of the previous month's premium that was not paid through payroll deduction.

4. The employee is responsible for ensuring timely payment. If the payment is more than thirty (30) calendar days late, insurance coverage for unpaid months will be canceled.

5. CalOptima Health may recover from the employee the premium paid by CalOptima Health while the employee was on PDL if ~~the conditions described under Title 2~~both of the ~~California Code of Regulations Section 11044(c)(3)~~following occur~~.~~:

   a. The employee fails to return at the end of their pregnancy disability leave; and

   b. The employee's failure to return from leave is for a reason other than one (1) of the following:

      i. Taking CFRA leave~~,~~ unless the employee chooses not to return to work following the CFRA leave.

      ii. The continuation, recurrence, or onset of a health condition that entitles the employee to pregnancy disability leave, unless the employee chooses not to return to work following the leave.

      iii. Non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave.

      iv. Any other circumstance beyond the control of the employee, including, but not limited to, circumstances where the employer is responsible for the employee's failure to return (e.g., the employer does not return the employee to their same position or reinstate the employee to a comparable position), or circumstances where the employee must care for herself or a family member (e.g., the employee gives birth to a child with a serious health condition).

D. Upon return to active employment, regardless of whether the employee's health coverage was terminated for failure to pay premiums, the employee's coverage for health and other benefits and payroll deductions will be reinstated without processing an Evidence of Insurance (EOI). Past due premiums owed prior to the termination of coverage will be deducted on the next payroll deduction upon employee's express written consent.

E. An employee who exercises ~~her~~their right to take PDL has a right to reinstatement to the same position~~,~~ or ~~to a~~ comparable position, pursuant to the conditions, restrictions, and exceptions outlined in Title 2 of the California Code of Regulations, ~~-~~Section 11043.

F. Lactation Accommodation:

1. CalOptima Health shall provide a reasonable amount of break time to accommodate an employee's need to express breast milk each time such employee has need to express breast milk for the two (2) year period beginning on the date in which the circumstances related to such need arise. The circumstances arise if the employee begins providing breast milk for a nursing child or gives birth, including to a stillborn child or a child over whom the employee does not retain legal custody.

For 2023 0504 BOD Review Only

2. Break times shall be considered time worked if the employee is not completely relieved from job duties during the entirety of the break. When feasible, one of the break times should run concurrently with the unpaid meal break already provided to the employee.

3. CalOptima Health shall provide a place ("lactation room"), other than a bathroom, that is shielded from view, free from intrusion from coworkers and the public, for the employee to express breast milk. The lactation room will include a surface to place a breast pump and personal items and a place to sit.

4. Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes. Reservations for the lactation rooms are ~~-~~required and are available for up to thirty (30) minutes for each break.

5. CalOptima Health shall ~~-~~provide access to a sink with running water and a refrigerator suitable for storing milk near the employee's workspace. If a refrigerator cannot be provided, CalOptima Health may provide another cooling device suitable for storing milk, such as a cooler.

III. PROCEDURE

Responsible Party	Action
Employee	1. Request a PDL at least thirty (30) calendar days in advance, when practicable, by completing the Leave of Absence Request Form available on the InfoNet and submitting it to Human Resources. 2. Maintain regular communication with Human Resources regarding the leave status and expected return to work. 3. Provide a medical certification from a health care provider to verify ~~the~~ PDL is required and the anticipated duration of ~~the~~ PDL. 4. ~~Request~~ If applicable, request an extension of ~~the~~ PDL in advance~~. CalOptima may require another~~ and provide Human Resources with an updated medical certification from a health care provider, when requested. 5. If applicable and upon the advice of their health care provider, request a reasonable accommodation (for example, request a transfer to a less strenuous or hazardous position, or modified duties because of pregnancy-related condition). 6. Return to work, with or without a reasonable accommodation, on the agreed upon return ~~-~~to ~~-~~work date. 7. If desired, request a lactation accommodation, either orally or in writing, to the employee's direct supervisor or manager. Request for accommodation should include requested break time(s).

For 20230504 BOD Review Only

	8. If electing to use one of CalOptima Health's lactation rooms, reserve the room in advance. ~~5.~~9. Report the facts of any incident(s) related to direct supervisor or manager's failure to accommodate lactation request to Human Resources Department.
Human Resources	~~1. Process appropriate forms with employee.~~ 1. Review and approve/deny employee's request for PDL or initiate the interactive process if an employee requests a reasonable accommodation related to pregnancy disability. 2. Provide the employee a copy of the notice regarding employee's PDL rights and obligations as soon as practicable after the employee ~~tells~~informs CalOptima Health of ~~her~~their pregnancy ~~or when an employee inquires about reasonable accommodation, transfer, or PDL.~~ 3. Respond to PDL and/or reasonable accommodation requests within ten (10) calendar days of receipt. ~~4. Help~~Support the employee with a plan to transition back to work, when applicable. ~~5.~~4. ~~Engage in an interactive process with the employee, where applicable.~~
Supervisor / Manager	1. Upon receiving a lactation accommodation request from employee, provide a timely response to confirm break time(s).

IV. ATTACHMENT(S)

Not Applicable
~~A. Leave of Absence Request Form~~

V. REFERENCE(S)

A. California Labor Code §1030 - 1033 (Lactation Accommodation)
~~A.~~ CalOptima ~~Employee Handbook~~
B. ~~CalOptima~~Health Policy GA.8038: Personal Leave of Absence
C. CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence
D. Government Code §§ 12940 and 12945
E. Leave of Absence Request Form
F. Pregnant Workers Fairness Act, H.R. 2617-1626, 117th Cong. §103(1)
~~E.~~G. Title 2, California Code of Regulations, §11035 *et seq*. (Pregnancy Regulations)
~~A. California Labor Code §1030 - 1033 (Lactation Accommodation)~~
H. Title 29, United States Code, §~~section~~ 201 *et seq.*
~~A. Pregnant Workers Fairness Act, H.R. 2617-1626, 117th Cong. §103(1)~~

VI. REGULATORY AGENCY APPROVAL(S)

For 20230504 BOD Review Only

None to Date

VII. BOARD ACTION(S)

Date	Meeting
01/05/2012	Regular Meeting of the CalOptima Board of Directors
05/01/2014	Regular Meeting of the CalOptima Board of Directors
06/07/2018	Regular Meeting of the CalOptima Board of Directors
12/20/2021	Special Meeting of the CalOptima Board of Directors
TBD	Regular ~~Special~~ Meeting of the CalOptima Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	01/05/2012	GA.8039	Pregnancy Disability Leave of Absence	Administrative
Revised	02/01/2014	GA.8039	Pregnancy Disability Leave of Absence	Administrative
Revised	06/07/2018	GA.8039	Pregnancy Disability Leave of Absence	Administrative
Revised	12/20/2021	GA.8039	Pregnancy Disability Leave of Absence	Administrative
Revised	TBD	GA.8039	Pregnancy Disability Leave of Absence	Administrative

For 20230504 BOD Review Only

IX. GLOSSARY

Term	Definition
Pregnancy Disability Leave (PDL)	Any leave, whether paid or unpaid, taken by an employee for any period(s) during which ~~she is~~they are disabled by pregnancy.

For 20230504 BOD Review Only

Policy:	GA.8039
Title:	**Pregnancy Disability Leave of Absence and Lactation Accommodation**
Department:	Human Resources
Section:	Not Applicable
CEO Approval:	*/s/*
Effective Date:	01/05/2012
Revised Date:	TBD
Applicable to:	☐ Medi-Cal ☐ OneCare ☐ PACE ☒ Administrative

For 20230504 BOD Review Only

I. PURPOSE

To outline the Pregnancy Disability Leave of Absence (PDL) and workplace accommodations available to eligible pregnant and lactating employees.

II. POLICY

A. Eligibility: Under the California Fair Employment and Housing Act (FEHA) and the Federal Pregnant Workers Fairness Act (PWFA), employees who are disabled by pregnancy, childbirth or a related medical condition are eligible to take a PDL and/or request workplace accommodations. CalOptima Health must provide lactating employees with reasonable break time and an adequate space to express breast milk in accordance with California Labor Code §1030-1033 and the Federal Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP for Nursing Mothers Act). All employees who need to express breast milk for their infant child are covered under the lactation accommodation provisions outlined in this policy.

B. General provisions:

1. PDL is for any reasonable period or intermittent periods of disability caused by an employee's pregnancy, childbirth, or a related medical condition for up to four (4) months, as described further below.

2. A "four (4)-month" leave shall be calculated as described in and consistent with Title 2 of the California Code of Regulations, Section 11042. Specifically, an employee is entitled to the number of days or hours the employee would normally work within four (4) calendar months (or 17 ⅓ weeks). For a full-time employee who normally works forty (40) hours per week, "four (4) months" is calculated as six hundred ninety-three (693) hours of leave entitlement (forty (40) hours/week x 17⅓ weeks). For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, an employee who works twenty (20) hours per week would qualify for three hundred forty-six and one-half (346.5) hours of leave entitlement (20 hours/week x 17⅓ weeks) or an employee who normally works forty-eight (48) hours per week would qualify for eight hundred thirty-two (832) hours of leave entitlement (48 hours/week x 17⅓ weeks). Employees are eligible for up to four (4) months leave per occurrence of pregnancy related disability.

3. An employee does not have to take PDL in one (1) continuous period but may take PDL on an as-needed, intermittent basis. Taking intermittent PDL or a reduced work schedule throughout an employee's pregnancy will affect the number of PDL hours remaining that an employee is entitled to take leading up to and after childbirth.

4. An employee may request to use accumulated Paid Time Off (PTO) during the PDL. However, the use of such PTO will not adjust the start date of the PDL. The time covered by PTO will still count as part of the PDL entitlement. Any portion of a PDL with or without the use of PTO will count against the total hours of PDL entitlement. Once PTO accruals have been exhausted, all remaining time off shall be without pay except for any qualifying disability pay.

5. An employee may request to extend PDL from the Human Resources (HR) Department and HR will review the employee's request, along with supporting medical documentation, to determine if the employee continues to be disabled by pregnancy, childbirth, or a related medical condition and the total PDL per pregnancy does not exceed four (4) months. The employee must present an updated physician's certification to HR with their PDL extension request.

6. Returning to Work: An employee returning from PDL must obtain a release to return to work from their health care provider stating that they are able to resume their original job or duties. Where applicable, if an employee has a qualifying disability under the Americans with Disabilities Act (ADA), the employee is responsible for timely: (1) requesting a reasonable accommodation, if needed; (2) providing sufficient medical documentation in support of a reasonable accommodation; and (3) engaging in the interactive process. Except in very limited circumstances, an employee who exercises PDL has a right to reinstatement to the same or comparable position, pursuant to the conditions, restrictions and exceptions outlined under the PDL laws.

7. As provided in Title 2 of the California Code of Regulations Section 11047, in the event an employee has exhausted their four (4)-month leave under the PDL, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation(s) under Government Code Section 12940. CalOptima Health will engage in an interactive process using the standards provided in the disability regulations (Title 2 of the California Code of Regulations Section 11064, *et seq.*) to determine effective reasonable accommodations, if any, that will not impose an undue hardship on CalOptima Health (Government Code Section 12940(m) and (n)). Where an employee has exhausted their four (4)-month leave under the PDL prior to the birth of their child and the health care provider determines that a continuation of the leave is medically necessary, CalOptima Health may, as a reasonable accommodation that will not impose an undue hardship on CalOptima Health, allow an employee eligible for CFRA to utilize the CFRA leave prior to the birth of their child (Title 2 of the California Code of Regulations Section 11046).

8. If an eligible employee wishes to stay home to care for their newborn after their PDL ends, they must apply for a leave of absence (LOA) under the Family and Medical Leave Act (FMLA) or California Family Rights Act (CFRA), as described in CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence, at least thirty (30) calendar days before the date the leave will begin, if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide as much advance notice as practicable. If the employee has exhausted all FMLA or CFRA leave entitlements or is not eligible for FMLA or CFRA, the employee may request a Personal LOA, as provided under CalOptima Health Policy GA.8038: Personal Leave of Absence.

For 20230504 BOD Review Only

9. An employee requesting PDL shall provide timely oral or written notice sufficient to make CalOptima Health aware that the employee needs PDL, and where practicable, the anticipated timing and duration of the PDL. If the PDL is foreseeable, an employee must provide CalOptima Health at least thirty (30) calendar days advance notice before the start of the PDL. If thirty (30) calendar days advance notice is not practicable, because it is not known when the PDL will begin, or because of a change in circumstances, a medical emergency, or other good cause, notice must be given to CalOptima Health as soon as practicable.

10. CalOptima Health shall respond to the PDL request as soon as practicable, and, in no event, later than ten (10) calendar days after receiving the PDL request and shall attempt to respond to the leave request before the date the leave is due to begin as required pursuant to Title 2 of the California Code of Regulations Section 11050(a)(5). Once given, approval shall be deemed retroactive to the date of the first day of the eligible leave.

11. As a condition of granting PDL, employees will be required to obtain a medical certification from their health care provider. The certification should include the following information:

    a. The date on which the employee becomes disabled because of pregnancy, childbirth, or related medical condition;

    b. The expected duration of the period or periods of PDL; and

    c. A statement that the employee needs to take PDL because they are disabled by pregnancy, childbirth, or a related medical condition.

C. Health benefits for Pregnancy Disability that run concurrently with FMLA or CFRA LOA:

1. During the duration of the PDL [four (4) months maximum for disability] and CFRA [Twelve (12) weeks maximum for baby bonding], if applicable, except for discretionary LOAs as described in CalOptima Health Policy GA.8038: Personal Leave of Absence, CalOptima Health will continue to pay the employer's portion of the health benefit premium for the employee as if they continued as an active employee.

2. While an employee is receiving CalOptima Health paychecks because they are exhausting their accrued PTO benefits, the employee's health benefits and other insurance premiums will continue to be deducted from the employee's paycheck at the active employee rate. These benefits include medical, dental, vision, and any elected voluntary benefits.

3. When an employee is no longer receiving a CalOptima Health paycheck or the amount is not sufficient to cover the employee's health benefits and other insurance premiums, the employee must pay the employee share of premiums, by the first (1^{st}) of the month for that month's benefit coverage. The employee should arrange these payments with HR as soon as they anticipate that the paycheck will not cover their employee share. The first payment may include any portion of the previous month's premium that was not paid through payroll deduction.

4. The employee is responsible for ensuring timely payment. If the payment is more than thirty (30) calendar days late, insurance coverage for unpaid months will be canceled.

5. CalOptima Health may recover from the employee the premium paid by CalOptima Health while the employee was on PDL if both of the following occur:

    a. The employee fails to return at the end of their pregnancy disability leave; and

For 20230504 BOD Review Only

b. The employee's failure to return from leave is for a reason other than one (1) of the following:

i. Taking CFRA leave unless the employee chooses not to return to work following the CFRA leave.

ii. The continuation, recurrence, or onset of a health condition that entitles the employee to pregnancy disability leave, unless the employee chooses not to return to work following the leave.

iii. Non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave.

iv. Any other circumstance beyond the control of the employee, including, but not limited to, circumstances where the employer is responsible for the employee's failure to return (e.g., the employer does not return the employee to their same position or reinstate the employee to a comparable position), or circumstances where the employee must care for herself or a family member (e.g., the employee gives birth to a child with a serious health condition).

D. Upon return to active employment, regardless of whether the employee's health coverage was terminated for failure to pay premiums, the employee's coverage for health and other benefits and payroll deductions will be reinstated without processing an Evidence of Insurance (EOI). Past due premiums owed prior to the termination of coverage will be deducted on the next payroll deduction upon employee's express written consent.

E. An employee who exercises their right to take PDL has a right to reinstatement to the same position or comparable position, pursuant to the conditions, restrictions, and exceptions outlined in Title 2 of the California Code of Regulations, Section 11043.

F. Lactation Accommodation:

1. CalOptima Health shall provide a reasonable amount of break time to accommodate an employee's need to express breast milk each time such employee has need to express breast milk for the two (2) year period beginning on the date in which the circumstances related to such need arise. The circumstances arise if the employee begins providing breast milk for a nursing child or gives birth, including to a stillborn child or a child over whom the employee does not retain legal custody.

2. Break times shall be considered time worked if the employee is not completely relieved from job duties during the entirety of the break. When feasible, one of the break times should run concurrently with the unpaid meal break already provided to the employee.

3. CalOptima Health shall provide a place ("lactation room"), other than a bathroom, that is shielded from view, free from intrusion from coworkers and the public, for the employee to express breast milk. The lactation room will include a surface to place a breast pump and personal items and a place to sit.

4. Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation

For 20230504 BOD Review Only

purposes. Reservations for the lactation rooms are required and are available for up to thirty (30) minutes for each break.

5. CalOptima Health shall provide access to a sink with running water and a refrigerator suitable for storing milk near the employee's workspace. If a refrigerator cannot be provided, CalOptima Health may provide another cooling device suitable for storing milk, such as a cooler.

III. PROCEDURE

Responsible Party	Action
Employee	1. Request a PDL at least thirty (30) calendar days in advance, when practicable, by completing the Leave of Absence Request Form available on the InfoNet and submitting it to Human Resources. 2. Maintain regular communication with Human Resources regarding the leave status and expected return to work. 3. Provide a medical certification from a health care provider to verify PDL is required and the anticipated duration of PDL. 4. If applicable, request an extension of PDL in advance and provide Human Resources with an updated medical certification from a health care provider, when requested. 5. If applicable and upon the advice of their health care provider, request a reasonable accommodation (for example, request a transfer to a less strenuous or hazardous position, or modified duties because of pregnancy-related condition). 6. Return to work, with or without a reasonable accommodation, on the agreed upon return-to-work date. 7. If desired, request a lactation accommodation, either orally or in writing, to the employee's direct supervisor or manager. Request for accommodation should include requested break time(s). 8. If electing to use one of CalOptima Health's lactation rooms, reserve the room in advance. 9. Report the facts of any incident(s) related to direct supervisor or manager's failure to accommodate lactation request to Human Resources Department.

For 20230504 BOD Review Only

Human Resources	1. Review and approve/deny employee's request for PDL or initiate the interactive process if an employee requests a reasonable accommodation related to pregnancy disability. 2. Provide the employee a copy of the notice regarding employee's PDL rights and obligations as soon as practicable after the employee informs CalOptima Health of their pregnancy 3. Respond to PDL and/or reasonable accommodation requests within ten (10) calendar days of receipt. 4. Support the employee with a plan to transition back to work, when applicable.
Supervisor / Manager	1. Upon receiving a lactation accommodation request from employee, provide a timely response to confirm break time(s).

IV. ATTACHMENT(S)

Not Applicable

V. REFERENCE(S)

A. California Labor Code §1030 - 1033 (Lactation Accommodation)
B. CalOptima Health Policy GA.8038: Personal Leave of Absence
C. CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence
D. Government Code §§ 12940 and 12945
E. Leave of Absence Request Form
F. Pregnant Workers Fairness Act, H.R. 2617-1626, 117th Cong. §103(1)
G. Title 2, California Code of Regulations, §11035 *et seq*. (Pregnancy Regulations)
H. Title 29, United States Code, §201 *et seq.*

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

VII. BOARD ACTION(S)

Date	Meeting
01/05/2012	Regular Meeting of the CalOptima Board of Directors
05/01/2014	Regular Meeting of the CalOptima Board of Directors
06/07/2018	Regular Meeting of the CalOptima Board of Directors
12/20/2021	Special Meeting of the CalOptima Board of Directors
TBD	Regular Meeting of the CalOptima Board of Directors

VIII. REVISION HISTORY

For 20230504 BOD Review Only

Action	Date	Policy	Policy Title	Program(s)
Effective	01/05/2012	GA.8039	Pregnancy Disability Leave of Absence	Administrative
Revised	02/01/2014	GA.8039	Pregnancy Disability Leave of Absence	Administrative
Revised	06/07/2018	GA.8039	Pregnancy Disability Leave of Absence	Administrative
Revised	12/20/2021	GA.8039	Pregnancy Disability Leave of Absence	Administrative
Revised	TBD	GA.8039	Pregnancy Disability Leave of Absence	Administrative

1

For 20230504 BOD Review Only

IX. GLOSSARY

Term	Definition
Pregnancy Disability Leave (PDL)	Any leave, whether paid or unpaid, taken by an employee for any period(s) during which they are disabled by pregnancy.

For 20230504 BOD Review Only

Policy:	GA.8040
Title:	**Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence**
Department:	~~CalOptima Health~~ ~~Administrative~~Human Resources
Section:	~~Human Resource~~Not Applicable
CEO Approval:	*/s/*
Effective Date:	01/05/2012
Revised Date:	TBD
Applicable to:	~~☐~~☐ Medi-Cal ~~☐~~☐ OneCare ~~☐ OneCare Connect~~ ~~☐~~☐ PACE ~~☒~~☒ Administrative

For 20250504 BOD Review Only

I. PURPOSE

This policy outlines the Leave of Absence (LOA) protocols for employees eligible under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

II. POLICY

A. Eligibility: ~~-~~All full-time and part-time employees employed by CalOptima Health for a total of at least twelve (12) months and with at least one thousand two hundred fifty (1,250) hours of service for CalOptima Health in the prior twelve (12) months as of the first date of the requested leave are eligible for an FMLA and/or CFRA leave.

1. If the leave is for FMLA only, the twelve (12) months need not be consecutive, provided that the employee has not had a break in service from the employer for a period of seven (7) years or more. If an employee has had a break of seven (7) years or more, time prior to the break will not be counted towards eligibility.

B. General provisions: An eligible employee may take an unpaid leave of absence under the FMLA and CFRA for the following reasons:

1. Baby bonding: The birth of a ~~child~~Child of the employee and to care for the newborn ~~child~~Child;

2. Placement of ~~child~~Child: The placement of a ~~child~~Child with an employee for adoption or foster care.

3. Family care: To care for the employee's ~~spouse, child~~ Spouse, Child (regardless of age or dependency status~~,~~), or ~~parent~~Parent, who has a serious health condition. In addition to the list of eligible family members above, under ~~the~~ CFRA, the definition of family is expanded to include employee's ~~registered domestic partner~~Registered Domestic Partner, grandparent, grandchild, ~~or~~ sibling, or Designated Person. Employees are limited to one Designated Person in a twelve (12) month period.

Back to Item

Back to Agenda

4. Medical leave: For the employee's own serious health condition that makes ~~him or her~~them unable to work at all, or unable to perform the functions of ~~his or her~~their job. While an employee disabled by pregnancy, childbirth, or related medical condition may qualify for a LOA under FMLA, such conditions do not qualify the employee for a LOA under CFRA.

5. Leave for a Qualifying Exigency: ~~To care for a spouse, domestic partner, child~~Qualifying Exigencies may arise when an employee's Spouse, Registered Domestic Partner, Child, or ~~parent~~Parent who is a covered military service member on active duty ~~or~~ has been notified of an impending call or order to covered active duty.

6. Covered service members (Military): To care for a covered military service member with a qualifying serious injury or illness if the employee is the ~~spouse, domestic partner, child, parent~~Spouse, Registered Domestic Partner, Child, Parent or next of kin of the military service member. CalOptima Health may approve a LOA for an employee of up to twenty-six (26) work weeks, during a single twelve (12) month period, to care for a covered military service member with a qualifying serious injury or illness. ~~((~~up to twelve (12) work weeks covered under CFRA~~)~~).

C. Computation of Time: Unless otherwise specified, an eligible employee is entitled to take up to twelve (12) workweeks of leave during a rolling twelve (12) month period measured backward from the date an employee uses any FMLA and/or CFRA leave. Such leave may be taken on a continuous, intermittent, or reduced schedule when medically necessary. An employee should schedule an intermittent leave, in cooperation with management to minimize disruption at the workplace. The basic minimum duration of the leave for baby bonding or placement of a ~~child~~Child under the CFRA shall be two (2) work weeks; provided, however, CalOptima Health will grant a request for CFRA leave of less than two (2) work weeks' duration on any two (2) occasions. In most circumstances, FMLA leave will run at the same time as CFRA leave. However, there may be other circumstances where an employee may exhaust one type of leave, but not the other, depending on the eligibility criteria and purpose of the leave. For example, if the employee is disabled by pregnancy, childbirth, or related medical condition, FMLA runs concurrently with Pregnancy Disability Leave (PDL) and may run concurrently with CFRA if less than twelve (12) work weeks of PDL are taken.

D. Pregnancy Disability Leave: An employee disabled by pregnancy, childbirth, or related medical condition, may take a PDL, which runs concurrently with FMLA leave, and may thereafter qualify for a CFRA leave in addition to the time used for the PDL. Disabilities due to pregnancy, childbirth, or related medical condition are not covered by CFRA as a covered medical condition. The following example demonstrates how the three (3) protected leaves work together. The assumption in this scenario is that the employee is disabled due to pregnancy or childbirth for the entire seventeen (17) work weeks and three (3) days that are permitted.

For 20230501 BOD Review Only

E. Exhaustion of Leave: An employee may be eligible to take a Personal LOA following exhaustion of ~~his or her~~their FMLA or CFRA LOA in accordance with CalOptima Health Policy GA.8038: Personal Leave of Absence. CalOptima Health may engage in the interactive process with an employee who has exhausted ~~his or her~~their leave under FMLA and/or CFRA, if applicable, and requires additional time off due to the employee's qualifying disability.

F. Use of Paid Time Off: An employee is required to use ~~his or her~~their accrued Paid Time Off (PTO) during ~~the employee's~~their FMLA or CFRA leave (unless deemed otherwise by law, i.e., PDL, receipt of disability benefit, etc.). An employee may request to use accrued PTO during PDL or to coordinate PTO pay with disability benefits, if applicable, to supplement an employee's income, up to one hundred percent (100%) of the employee's total pay. However, the use of such PTO will not adjust the start date of the LOA. The time covered by PTO will still count as part of the LOA. Once all PTO accruals have been exhausted, all remaining time off shall be without pay.

G. Certification: Employees requesting LOA under the FMLA and/or CFRA are required to provide a healthcare provider's certificate that verifies the serious health condition of the employee, employee's ~~child~~Child regardless of age or dependency status, ~~parent~~Parent, or ~~spouse, domestic partner~~Spouse, Registered Domestic Partner, ~~-~~grandparent, grandchild, ~~or~~ sibling, or Designated Person, including a covered service member, which satisfies the requirements of FMLA and/or CFRA, as applicable, and outlines the anticipated duration of the leave. Certification must be provided within fifteen (15) calendar days from the proposed leave start date. Employees requesting LOA under CFRA that is unrelated to serious health conditions, such as the qualified baby bonding time off, do not need to submit healthcare provider certification, but will be required to submit proof of birth, adoption or foster care placement documentation. Employees requesting LOA under FMLA for leave because of a Qualifying Exigency must provide complete and sufficient certification in support of the request for FMLA, including, but not limited to, written documentation confirming a military member's covered active duty or call to covered active ~~-~~duty status.

H. Appointments: Employees must make every attempt to schedule doctor's visits or other medical appointments as not to unduly disrupt business operations.

I. Health Benefits:

1. Continuation of Health Benefits: CalOptima Health will continue to pay the employer's portion of employee's health insurance premium at the same level and under the same conditions as coverage would have been if the employee was working during the entire FMLA and/or CFRA LOA period, which may be up to twelve (12) workweeks (unless employee also takes PDL in which case the employee will be entitled to continued benefits during the entire period of PDL and CFRA) or up to twenty-six (26) workweeks during a leave to care for a covered military service member with a qualifying serious injury or illness.

2. Deductions: While an employee is receiving a CalOptima Health payroll check because ~~he or she is~~they are exhausting ~~his or her~~their accrued PTO benefits, the employee's health benefits and other insurance premiums will continue to be deducted from ~~his or her~~their paycheck at the active employee rate. These benefits include medical, dental, vision and ~~employee assistance program~~any elected voluntary benefits.

3. Continuation of Coverage. When an employee is no longer receiving a paycheck or the amount is not sufficient to cover the employee's portion of the health insurance premium costs, the employee must continue to timely pay ~~his or her~~their portion of the health insurance premium at

For 20230504 BOD Review Only

the active employee rate for the duration of the FMLA and/or CFRA LOA, by the first (1st) of the month for that month's benefit coverage. The employee should arrange the method of payment with Human Resources (HR) as soon as it is anticipated that ~~his or her~~their pay will be insufficient to cover ~~his or her~~their share of the cost. The first (1st) payment may include any portion of the previous month's premium that was not paid through payroll deduction. If an employee remains on a Personal LOA after exhausting FMLA and/or CFRA, the employee must pay the employer and employee share of health insurance premium consistent with CalOptima Health Policy GA.8038: Personal Leave of Absence.

4. Timely payment of Premiums. The employee is responsible for ensuring timely payment of health benefit premiums. If payment is more than thirty (30) calendar days late, insurance coverage for unpaid months will be canceled.

5. Reinstatement of Benefits. Upon return to active full or part-time employment, regardless of whether the employee's coverage was terminated for failure to pay premiums due, coverage for health benefits, other benefits, and payroll deductions will be reinstated without processing an Evidence of Insurance (EOI), and the pre-existing clause will not be applicable to conditions treated during the LOA. Health and other benefits will be reinstated on the first (1st) day of the month following the employee's return to work. Past due premiums owed prior to the termination of coverage will be deducted on the next payroll deduction upon employee's express written consent.

6. Recovery of premiums. CalOptima Health reserves the right to recover from the employee, the entire premium paid by CalOptima Health, required to maintain employee coverage while the employee was on FMLA and/or CFRA LOA, in the event the employee fails to return from an approved LOA; or if the conditions described pursuant to the applicable law occurs entitling the employer to recover the premium that the employer paid.

J. Returning to Work: Employees returning from a LOA arising from the employee's own serious health condition must obtain a release to return to work from ~~his or her~~their health care provider stating that ~~he or she is~~they are able to resume work. Where applicable, if an employee has a qualifying disability under the Americans with Disabilities Act (ADA), the employee is responsible for timely requesting a reasonable accommodation, if needed, providing sufficient medical documentation in support of ~~his or her~~their needs for a reasonable accommodation, and engaging in the interactive process. Employees do not have to provide a doctor's certification when returning from baby bonding or other qualified leaves specified under FMLA and/or CFRA. Except in very limited circumstances, an employee who exercises ~~his or her~~their right to take FMLA and/or CFRA leave has a right to reinstatement to the same or comparable position, pursuant to the conditions, restrictions and exceptions outlined under the FMLA and CFRA laws.

For 20250904 BOD Review Only

III. PROCEDURE

Responsible Party	Action
Employee	1. Request an LOA designating FMLA and/or CFRA at least thirty (30) calendar days in advance, where practicable, by completing the Leave of Absence Request Form available on the InfoNet and submitting it to HR. 2. When applicable, provide a certification by the health care provider meeting the requirements under FMLA and/or CFRA, as applicable, that verifies the serious health condition of the employee, employee's ~~spouse, domestic partner, child~~Spouse, Registered Domestic Partner, Child, regardless of age or dependency status, ~~parent~~Parent, grandparent, grandchild ~~or,~~ sibling or Designated Person, including a covered service member, and outlines the anticipated duration of the leave. 3. Initiate contact with HR regarding continuation of benefits, use of PTO, where applicable, and any required payment arrangements. 4. Maintain regular communication with HR regarding the leave status and expected return to work. 5. If applicable, continue to timely pay employee share of health insurance premiums while on approved FMLA and/or CFRA to HR. 6. If personal LOA continues after approved FMLA and/or CFRA period has been exhausted, continue to timely pay the employer and employee share of health insurance premiums to HR. ~~5.~~7. Provide required documentation to return to work, with or without a reasonable accommodation, on the agreed upon date.

For 20230504 BOD Review Only

Responsible Party	Action
Human Resources (HR)	1. Ensure that all required notices pursuant to FMLA and CFRA are posted and disseminated as required by law~~.~~ (General Notice). 2. Upon receipt of a request by employee for FMLA and/or CFRA leave, or upon knowledge that an employee's leave may be for an FMLA/CFRA-qualifying reason~~, respond to the LOA request and,~~ notify the employee of the employee's eligibility to take FMLA/CFRA leave **within five (5) business days**~~.~~, absent extenuating circumstances (Rights and Responsibilities Notice). If the employee is not eligible for FMLA/CFRA leave, state at least one (1) reason why the employee is not eligible. ~~3. Process appropriate forms with employee.~~ 3. Designate leave as FMLA/CFRA qualifying and give notice of the designation to the employee **within five (5) business days**, absent extenuating circumstances (Designation Notice). 4. If applicable, ensure that required documentation (i.e., medical certification for serious health condition) has been submitted and has been completed thoroughly by the employee and/or health care provider. ~~4.~~5. Manage and process the LOA request~~.~~, including any requested leave extensions or change to intermittent or reduced work schedule ~~5.~~6. Help the employee with a plan to transition back to work, when applicable. ~~6.~~7. Engage in an interactive process with the employee, where applicable.
Supervisor and/or Manager	1. Notify HR upon knowledge that an employee may need to take a FMLA and/or CFRA-qualifying leave of absence, including intermittent leave or leave on a reduced schedule (for example, employee is hospitalized, employee requests time off to care for a sick Parent or Child or for baby-bonding purposes, etc.). 2. Notify HR if an employee provides a return-to-work status update.

IV. ATTACHMENT(S)

Not Applicable

~~A. Leave of Absence Request Form~~

For 2023 GA BOD Review Only

Back to Item

Back to Agenda

V. REFERENCE(S)

~~B.~~ CalOptima ~~Employee Handbook~~
~~C.~~A. ~~CalOptima~~Health Policy GA.8018: Paid Time Off (PTO)
~~D.~~B. CalOptima Health Policy GA.8037: Leave of Absence
~~E.~~C. CalOptima Health Policy GA.8038: Personal Leave of Absence
~~F.~~D. CalOptima Health Policy GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation
~~G.~~E. CalOptima Health Policy GA.8041: Workers' Compensation Leave of Absence
~~H.~~F. Government Code § 12945.2 *et seq*. (CFRA)
G. Leave of Absence Request Form
~~I.~~H. Title 2, California Code of Regulations § 11035 *et. seq*. (Pregnancy Regulations)
~~J.~~I. Title 2, California Code of Regulations § 11087 *et seq*. (CFRA Regulations)
~~K.~~J. Title 29, Code of Federal Regulations (C.F.R.) Part 825 *et seq*. (FMLA Regulations)
~~L.~~K. Title 29, United States Code section 2601 *et seq*. (FMLA)

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

VII. BOARD ACTION(S)

Date	Meeting
01/05/2012	Regular Meeting of the CalOptima Board of Directors
08/07/2014	Regular Meeting of the CalOptima Board of Directors
06/07/2018	Regular Meeting of the CalOptima Board of Directors
12/20/2021	Special Meeting of the CalOptima Board of Directors
TBD	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	01/05/2012	GA.8040	Family and Medical Leave Act (FMLA) and California Family Rights Act(CFRA) Leaves of Absence	Administrative
Revised	08/07/2014	GA.8040	Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence	Administrative
Revised	06/07/2018	GA.8040	Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence	Administrative
Revised	12/20/2021	GA.8040	Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence	Administrative
Revised	TBD	GA.8040	Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence	Administrative

For 20230504 BOD Review Only

Back to Item

Back to Agenda

IX. GLOSSARY

Term	Definition
Child	The biological, adopted, foster, or step child, legal ward, or a child of a person standing in loco parentis who is under 18 years of age. A person is in loco parentis to a child if he or she assumes parental status and discharges parental duties. The California Family Rights Act (CFRA) also includes a child of any age and a child of an employee's Registered Domestic Partner.
Designated Person	A term used to describe an individual related to the employee by blood or whose association with the employee is equivalent to a family relationship.
Leave of Absence (LOA)	A term used to describe an authorized period of time off longer than five (5) days that an employee is to be away from ~~his or her~~their primary job, while maintaining the status of employee.
Parent	The biological, adoptive, step or foster parent of an employee or an individual who stands or stood in loco parentis to an employee when the employee was a child. The California Family Rights Act (CFRA) also includes parents-in-law.
Qualifying Exigency	The military leave entitlement helps families of military service members manage their affairs while a covered military service member is on active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty). According to the FMLA, 29 C.F.R. section 825.126, a Qualifying Exigency could include the following: 1. Short-notice deployment; 2. Military events and related activities; 3. Childcare and school activities; 4. Financial and legal arrangements; 5. Counseling; 6. Rest and recuperation; 7. Post-deployment activities; 8. Parental care; or 9. Additional activities not encompassed in the other categories~~,~~ but agreed to by the employer and employee.
Registered Domestic Partner	Registered domestic partners can be any couples, regardless of their sex. Only domestic partners who have registered with the State of California – or who formed a substantially equivalent legal union in another jurisdiction – qualify as Registered Domestic Partners.
Spouse	Defined as a husband or a wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the State in which the marriage was entered into (often referred to as "the place of celebration"). This definition includes individuals in same sex or common law marriages.

For 20230504 BOD Review Only

Policy:	GA.8040
Title:	**Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence**
Department:	Human Resources
Section:	Not Applicable
CEO Approval:	*/s/*
Effective Date:	01/05/2012
Revised Date:	TBD
Applicable to:	☐ Medi-Cal ☐ OneCare ☐ PACE ☒ Administrative

For 20230504 BOD Review Only

I. PURPOSE

This policy outlines the Leave of Absence (LOA) protocols for employees eligible under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

II. POLICY

A. Eligibility: All full-time and part-time employees employed by CalOptima Health for a total of at least twelve (12) months and with at least one thousand two hundred fifty (1,250) hours of service for CalOptima Health in the prior twelve (12) months as of the first date of the requested leave are eligible for an FMLA and/or CFRA leave.

1. If the leave is for FMLA only, the twelve (12) months need not be consecutive, provided that the employee has not had a break in service from the employer for a period of seven (7) years or more. If an employee has had a break of seven (7) years or more, time prior to the break will not be counted towards eligibility.

B. General provisions: An eligible employee may take an unpaid leave of absence under the FMLA and CFRA for the following reasons:

1. Baby bonding: The birth of a Child of the employee and to care for the newborn Child;

2. Placement of Child: The placement of a Child with an employee for adoption or foster care.

3. Family care: To care for the employee's Spouse, Child (regardless of age or dependency status), or Parent, who has a serious health condition. In addition to the list of eligible family members above, under CFRA, the definition of family is expanded to include employee's Registered Domestic Partner, grandparent, grandchild, sibling, or Designated Person. Employees are limited to one Designated Person in a twelve (12) month period.

4. Medical leave: For the employee's own serious health condition that makes them unable to work at all, or unable to perform the functions of their job. While an employee disabled by pregnancy, childbirth, or related medical condition may qualify for a LOA under FMLA, such conditions do not qualify the employee for a LOA under CFRA.

Back to Item

Back to Agenda

5. Leave for a Qualifying Exigency: Qualifying Exigencies may arise when an employee's Spouse, Registered Domestic Partner, Child, or Parent who is a covered military service member on active duty has been notified of an impending call or order to covered active duty.

6. Covered service members (Military): To care for a covered military service member with a qualifying serious injury or illness if the employee is the Spouse, Registered Domestic Partner, Child, Parent or next of kin of the military service member. CalOptima Health may approve a LOA for an employee of up to twenty-six (26) work weeks, during a single twelve (12) month period, to care for a covered military service member with a qualifying serious injury or illness (up to twelve (12) work weeks covered under CFRA).

C. Computation of Time: Unless otherwise specified, an eligible employee is entitled to take up to twelve (12) workweeks of leave during a rolling twelve (12) month period measured backward from the date an employee uses any FMLA and/or CFRA leave. Such leave may be taken on a continuous, intermittent, or reduced schedule when medically necessary. An employee should schedule an intermittent leave, in cooperation with management to minimize disruption at the workplace. The basic minimum duration of the leave for baby bonding or placement of a Child under the CFRA shall be two (2) work weeks; provided, however, CalOptima Health will grant a request for CFRA leave of less than two (2) work weeks' duration on any two (2) occasions. In most circumstances, FMLA leave will run at the same time as CFRA leave. However, there may be other circumstances where an employee may exhaust one type of leave, but not the other, depending on the eligibility criteria and purpose of the leave. For example, if the employee is disabled by pregnancy, childbirth, or related medical condition, FMLA runs concurrently with Pregnancy Disability Leave (PDL) and may run concurrently with CFRA if less than twelve (12) work weeks of PDL are taken.

D. Pregnancy Disability Leave: An employee disabled by pregnancy, childbirth, or related medical condition, may take a PDL, which runs concurrently with FMLA leave, and may thereafter qualify for a CFRA leave in addition to the time used for the PDL. Disabilities due to pregnancy, childbirth, or related medical condition are not covered by CFRA as a covered medical condition. The following example demonstrates how the three (3) protected leaves work together. The assumption in this scenario is that the employee is disabled due to pregnancy or childbirth for the entire seventeen (17) work weeks and three (3) days that are permitted.

E. Exhaustion of Leave: An employee may be eligible to take a Personal LOA following exhaustion of their FMLA or CFRA LOA in accordance with CalOptima Health Policy GA.8038: Personal Leave of Absence. CalOptima Health may engage in the interactive process with an employee who has exhausted their leave under FMLA and/or CFRA, if applicable, and requires additional time off due to the employee's qualifying disability.

For 20230504 BOD Review Only

F. Use of Paid Time Off: An employee is required to use their accrued Paid Time Off (PTO) during their FMLA or CFRA leave (unless deemed otherwise by law, i.e., PDL, receipt of disability benefit, etc.). An employee may request to use accrued PTO during PDL or to coordinate PTO pay with disability benefits, if applicable, to supplement an employee's income, up to one hundred percent (100%) of the employee's total pay. However, the use of such PTO will not adjust the start date of the LOA. The time covered by PTO will still count as part of the LOA. Once all PTO accruals have been exhausted, all remaining time off shall be without pay.

G. Certification: Employees requesting LOA under the FMLA and/or CFRA are required to provide a healthcare provider's certificate that verifies the serious health condition of the employee, employee's Child regardless of age or dependency status, Parent, or Spouse, Registered Domestic Partner, grandparent, grandchild, sibling, or Designated Person, including a covered service member, which satisfies the requirements of FMLA and/or CFRA, as applicable, and outlines the anticipated duration of the leave. Certification must be provided within fifteen (15) calendar days from the proposed leave start date. Employees requesting LOA under CFRA that is unrelated to serious health conditions, such as the qualified baby bonding time off, do not need to submit healthcare provider certification, but will be required to submit proof of birth, adoption or foster care placement documentation. Employees requesting LOA under FMLA for leave because of a Qualifying Exigency must provide complete and sufficient certification in support of the request for FMLA, including, but not limited to, written documentation confirming a military member's covered active duty or call to covered active-duty status.

H. Appointments: Employees must make every attempt to schedule doctor's visits or other medical appointments as not to unduly disrupt business operations.

I. Health Benefits:

1. Continuation of Health Benefits: CalOptima Health will continue to pay the employer's portion of employee's health insurance premium at the same level and under the same conditions as coverage would have been if the employee was working during the entire FMLA and/or CFRA LOA period, which may be up to twelve (12) workweeks (unless employee also takes PDL in which case the employee will be entitled to continued benefits during the entire period of PDL and CFRA) or up to twenty-six (26) workweeks during a leave to care for a covered military service member with a qualifying serious injury or illness.

2. Deductions: While an employee is receiving a CalOptima Health payroll check because they are exhausting their accrued PTO benefits, the employee's health benefits and other insurance premiums will continue to be deducted from their paycheck at the active employee rate. These benefits include medical, dental, vision and any elected voluntary benefits.

3. Continuation of Coverage. When an employee is no longer receiving a paycheck or the amount is not sufficient to cover the employee's portion of the health insurance premium costs, the employee must continue to timely pay their portion of the health insurance premium at the active employee rate for the duration of the FMLA and/or CFRA LOA, by the first (1st) of the month for that month's benefit coverage. The employee should arrange the method of payment with Human Resources (HR) as soon as it is anticipated that their pay will be insufficient to cover their share of the cost. The first (1st) payment may include any portion of the previous month's premium that was not paid through payroll deduction. If an employee remains on a Personal LOA after exhausting FMLA and/or CFRA, the employee must pay the employer and employee share of health insurance premium consistent with CalOptima Health Policy GA.8038: Personal Leave of Absence.

For 20230504 BOD Review Only

4. Timely payment of Premiums. The employee is responsible for ensuring timely payment of health benefit premiums. If payment is more than thirty (30) calendar days late, insurance coverage for unpaid months will be canceled.

5. Reinstatement of Benefits. Upon return to active full or part-time employment, regardless of whether the employee's coverage was terminated for failure to pay premiums due, coverage for health benefits, other benefits, and payroll deductions will be reinstated without processing an Evidence of Insurance (EOI), and the pre-existing clause will not be applicable to conditions treated during the LOA. Health and other benefits will be reinstated on the first (1st) day of the month following the employee's return to work. Past due premiums owed prior to the termination of coverage will be deducted on the next payroll deduction upon employee's express written consent.

6. Recovery of premiums. CalOptima Health reserves the right to recover from the employee, the entire premium paid by CalOptima Health, required to maintain employee coverage while the employee was on FMLA and/or CFRA LOA, in the event the employee fails to return from an approved LOA; or if the conditions described pursuant to the applicable law occurs entitling the employer to recover the premium that the employer paid.

J. Returning to Work: Employees returning from a LOA arising from the employee's own serious health condition must obtain a release to return to work from their health care provider stating that they are able to resume work. Where applicable, if an employee has a qualifying disability under the Americans with Disabilities Act (ADA), the employee is responsible for timely requesting a reasonable accommodation, if needed, providing sufficient medical documentation in support of their needs for a reasonable accommodation, and engaging in the interactive process. Employees do not have to provide a doctor's certification when returning from baby bonding or other qualified leaves specified under FMLA and/or CFRA. Except in very limited circumstances, an employee who exercises their right to take FMLA and/or CFRA leave has a right to reinstatement to the same or comparable position, pursuant to the conditions, restrictions and exceptions outlined under the FMLA and CFRA laws.

For 20230504 BOD Review Only

III. PROCEDURE

Responsible Party	Action
Employee	1. Request an LOA designating FMLA and/or CFRA at least thirty (30) calendar days in advance, where practicable, by completing the Leave of Absence Request Form available on the InfoNet and submitting it to HR. 2. When applicable, provide a certification by the health care provider meeting the requirements under FMLA and/or CFRA, as applicable, that verifies the serious health condition of the employee, employee's Spouse, Registered Domestic Partner, Child, regardless of age or dependency status, Parent, grandparent, grandchild, sibling or Designated Person, including a covered service member, and outlines the anticipated duration of the leave. 3. Initiate contact with HR regarding continuation of benefits, use of PTO, where applicable, and any required payment arrangements. 4. Maintain regular communication with HR regarding the leave status and expected return to work. 5. If applicable, continue to timely pay employee share of health insurance premiums while on approved FMLA and/or CFRA to HR. 6. If personal LOA continues after approved FMLA and/or CFRA period has been exhausted, continue to timely pay the employer and employee share of health insurance premiums to HR. 7. Provide required documentation to return to work, with or without a reasonable accommodation, on the agreed upon date.

For 20230504 BOD Review Only

Responsible Party	Action
Human Resources (HR)	1. Ensure that all required notices pursuant to FMLA and CFRA are posted and disseminated as required by law (General Notice). 2. Upon receipt of a request by employee for FMLA and/or CFRA leave, or upon knowledge that an employee's leave may be for an FMLA/CFRA-qualifying reason, notify the employee of the employee's eligibility to take FMLA/CFRA leave **within five (5) business days,** absent extenuating circumstances (Rights and Responsibilities Notice). If the employee is not eligible for FMLA/CFRA leave, state at least one (1) reason why the employee is not eligible. 3. Designate leave as FMLA/CFRA qualifying and give notice of the designation to the employee **within five (5) business days**, absent extenuating circumstances (Designation Notice). 4. If applicable, ensure that required documentation (i.e., medical certification for serious health condition) has been submitted and has been completed thoroughly by the employee and/or health care provider. 5. Manage and process the LOA request, including any requested leave extensions or change to intermittent or reduced work schedule 6. Help the employee with a plan to transition back to work, when applicable. 7. Engage in an interactive process with the employee, where applicable.
Supervisor and/or Manager	1. Notify HR upon knowledge that an employee may need to take a FMLA and/or CFRA-qualifying leave of absence, including intermittent leave or leave on a reduced schedule (for example, employee is hospitalized, employee requests time off to care for a sick Parent or Child or for baby-bonding purposes, etc.). 2. Notify HR if an employee provides a return-to-work status update.

IV. ATTACHMENT(S)

Not Applicable

V. REFERENCE(S)

A. CalOptima Health Policy GA.8018: Paid Time Off (PTO)
B. CalOptima Health Policy GA.8037: Leave of Absence
C. CalOptima Health Policy GA.8038: Personal Leave of Absence
D. CalOptima Health Policy GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation
E. CalOptima Health Policy GA.8041: Workers' Compensation Leave of Absence
F. Government Code § 12945.2 *et seq.* (CFRA)
G. Leave of Absence Request Form

For 20230504 BOD Review Only

H. Title 2, California Code of Regulations § 11035 *et. seq*. (Pregnancy Regulations)
I. Title 2, California Code of Regulations § 11087 *et seq*. (CFRA Regulations)
J. Title 29, Code of Federal Regulations (C.F.R.) Part 825 *et seq*. (FMLA Regulations)
K. Title 29, United States Code section 2601 *et seq*. (FMLA)

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

VII. BOARD ACTION(S)

Date	Meeting
01/05/2012	Regular Meeting of the CalOptima Board of Directors
08/07/2014	Regular Meeting of the CalOptima Board of Directors
06/07/2018	Regular Meeting of the CalOptima Board of Directors
12/20/2021	Special Meeting of the CalOptima Board of Directors
TBD	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	01/05/2012	GA.8040	Family and Medical Leave Act (FMLA) and California Family Rights Act(CFRA) Leaves of Absence	Administrative
Revised	08/07/2014	GA.8040	Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence	Administrative
Revised	06/07/2018	GA.8040	Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence	Administrative
Revised	12/20/2021	GA.8040	Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence	Administrative
Revised	TBD	GA.8040	Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence	Administrative

For 20230504 BOD Review Only

IX. GLOSSARY

Term	Definition
Child	The biological, adopted, foster, or step child, legal ward, or a child of a person standing in loco parentis who is under 18 years of age. A person is in loco parentis to a child if he or she assumes parental status and discharges parental duties. The California Family Rights Act (CFRA) also includes a child of any age and a child of an employee's Registered Domestic Partner.
Designated Person	A term used to describe an individual related to the employee by blood or whose association with the employee is equivalent to a family relationship.
Leave of Absence (LOA)	A term used to describe an authorized period of time off longer than five (5) days that an employee is to be away from their primary job, while maintaining the status of employee.
Parent	The biological, adoptive, step or foster parent of an employee or an individual who stands or stood in loco parentis to an employee when the employee was a child. The California Family Rights Act (CFRA) also includes parents-in-law.
Qualifying Exigency	The military leave entitlement helps families of military service members manage their affairs while a covered military service member is on active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty). According to the FMLA, 29 C.F.R. section 825.126, a Qualifying Exigency could include the following: 1. Short-notice deployment; 2. Military events and related activities; 3. Childcare and school activities; 4. Financial and legal arrangements; 5. Counseling; 6. Rest and recuperation; 7. Post-deployment activities; 8. Parental care; or 9. Additional activities not encompassed in the other categories but agreed to by the employer and employee.
Registered Domestic Partner	Registered domestic partners can be any couples, regardless of their sex. Only domestic partners who have registered with the State of California – or who formed a substantially equivalent legal union in another jurisdiction – qualify as Registered Domestic Partners.
Spouse	Defined as a husband or a wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the State in which the marriage was entered into (often referred to as "the place of celebration"). This definition includes individuals in same sex or common law marriages.

For 20230504 BOD Review Only

Policy:	GA.8042
Title:	**Supplemental Compensation**
Department:	Human Resources~~CalOptima Administrative~~
Section:	Not Applicable~~Human Resources~~
CEO Approval:	*/s/*
Effective Date:	01/01/2011
Revised Date:	TBD
Applicable to:	☐ Medi-Cal ☐ OneCare ~~☐ OneCare Connect~~ ☐ PACE ☒ Administrative

For 20230504 BOD Review Only

I. PURPOSE

This policy establishes general guidelines concerning the use of supplemental compensation above regular base pay to compensate for business needs and to identify items to be reported to CalPERS as "Special Compensation."

II. POLICY

A. CalOptima Health considers the following as Special Compensation pursuant to Title 2, ~~Section 571 of the~~ California Code of Regulations (CCR~~):~~), Section 571:

1. Bilingual Pay/Bilingual Premium;
2. Holiday Premium Pay;
3. Night Shift Premium/Shift Differential;
4. Active Certified Case Manager (CCM) Pay/Educational Incentive; and
5. Executive Incentive Program/Bonus Pay.

B. Overtime Pay: As a public agency, CalOptima Health follows Federal wage and hour laws. Overtime pay for non-exempt employees will be provided for all time worked in excess of forty (40) in any one (1) federal Fair Labor Standards Act (FLSA) Workweek at the rate of one and one half (1.5) times the employee's regular rate of pay, as defined by FLSA. Employees should obtain prior authorization from their supervisors or managers prior to working overtime or incurring overtime pay. Exempt employees are not covered by the overtime provisions and do not receive overtime pay.

C. Holiday Premium Pay: All regular, non-exempt, full-time employees who are eligible for paid holidays but who may be required to work on a holiday observed by CalOptima Health under GA.8056 Paid Holidays will be paid at two (2) times their regular base pay for the hours worked in addition to the holiday pay. Flex Holiday is not eligible for Holiday Premium Pay. This is

Back to Item

Back to Agenda

considered Holiday Pay pursuant to Title 2, CCR, Section 571(a) and is to be reported to CalPERS as Special Compensation.

D. Bilingual Pay: CalOptima Health provides supplemental bilingual pay for qualified exempt and non-exempt employees who are fluent in at least one (1) of ~~CalOptima's~~CalOptima Health's threshold languages. This is considered a Bilingual Premium pursuant to Title 2, CCR, Section 571(a) and is to be reported to CalPERS as Special Compensation. The rate for Bilingual Pay is based on the following schedule:

Proficiency	Rate Per Pay Period
Bilingual language usage with members is required in the job description and used more than fifty percent (50%) of the time in the performance of the employee's job duties.	$60.00
Bilingual language usage with members is preferred in the job description and used less than fifty percent (50%) of the time in the performance of the employee's job duties.	$40.00

E. Translation Pay: In certain circumstances when, for business reasons and for the benefit of CalOptima Health members, there is a need to translate documents and other written material into languages other than English, the Exempt Employee providing such service will be paid supplemental pay. Non-exempt employees are not eligible for translation pay.

1. Exempt Employees, who do not work in the Cultural & Linguistic Services Department (C&L) and who are not required as part of their regular job responsibilities to translate but are qualified to translate based on successfully passing the CalOptima Health Bilingual Screening Process, may be eligible for translation pay for performing translation work. Eligible employees, who are interested in performing translation work during non-work hours, may elect to provide translation services during their own personal time based on the rates indicated below. The C&L Department shall assign the work to qualified Exempt Employees on an occasional, as-needed basis.

2. There are two (2) key activities in providing translation services:

   a. Translation of materials from English into the desired language, or from another language into English; and

   b. Review and revision of the translation to ensure quality and consistency in usage of terms.

3. Translating is more difficult and time-consuming than reviewing and editing of the already translated materials, and as a result, translation of materials will be reimbursed at a higher rate. CalOptima Health will reimburse for services at the following rates:

   a. Translation – Thirty-five dollars ($35.00) per page; and

   b. Review and revision of translated materials – Twenty-five dollars ($25.00) per page.

4. The use of this supplemental pay is limited to situations where the use of professional translation services is either not available or unfeasible due to business constraints.

F. Night Shift: CalOptima Health provides supplemental pay for work performed as part of a Night Shift. Assignments for Night Shift are subject to business needs and are at the discretion of CalOptima Health management. This is considered a Shift Differential pursuant to Title 2, CCR,

For 20230504 BOD Review Only

Section 571(a) and is to be reported to CalPERS as Special Compensation. The rate for Night Shift is based on the following schedule:

Definition	Eligibility	Rates (per hour)
Night Shift – Seven (7) consecutive hours or more of work between 3 p.m. and 8 a.m.	Non-exempt employees	$2.00 per hour.

G. Call Back and On Call: CalOptima Health provides supplemental pay for work performed as part of a Call Back and On Call requirement. Assignments for Call Back and On Call are subject to business needs and are at the discretion of CalOptima Health management. The rates for Call Back and On Call Pay are based on the following schedule:

Definition	Eligibility	Rates (per hour)
Call Back – Employees must physically return to work within one (1) hour when requested by a Supervisor. A Supervisor may assign employees other work until the guaranteed four (4) hour time elapses.	Non-exempt employees	One and one half (1.5) times of regular base pay with a minimum of four (4) hours of pay.
On Call – Employees must remain accessible after normally scheduled work hours and be available to fix problems or report to work, if necessary. Employees will be informed of the need for their availability to work either from home or at the work site. Employees on call are waiting to be engaged and are free to use their On Call time as they deem appropriate, so long as they are fit to respond when called. Employees must respond within one (1) hour, as required.	Non-exempt employees	$3.00 per hour for being on-call. If a call is taken, employee is paid one and one half (1.5) times the regular base pay with a thirty (30) minute minimum call.
On Call Medical Case Managers (RN or LVN) and Clinical Pharmacists - Must remain accessible to accept or respond to calls within a reasonable time designated by employee's supervisors. In no event shall employees' supervisors require a response time less than thirty (30) minutes. Employees will be informed of the need for their availability to work either from home or at the work site. Employees on call are waiting to be engaged and are free to use their On Call time as they deem appropriate, so long as they are fit to respond when called.	Exempt Employees, excluding those in supervisory positions	Twenty five percent (25%) of the employee's base pay as an hourly equivalent multiplied by the number of hours on call.

H. Commuter Allowance: Effective April 24, 2022, through July 1, 2023, CalOptima Health shall provide a Commuter Allowance in an amount of one hundred fifty dollars ($150.00) per pay period to full-time employees designated as Full Office Workers, and seventy-five dollars ($75.00) per pay period to full-time employees designated as Partial Teleworkers. The Commuter Allowance begins the first full pay period as a Full Office Worker or Partial Teleworker. Eligible full-time employees will continue to receive the Commuter Allowance until the first full pay period in which an employee is not assigned to partial telework or full office work. The Commuter Allowance will be provided only for full pay periods in which employees are designated a Full Office Worker or Partial Teleworker and will not be prorated for being designated as a Full Office Worker or Partial

For 20230504 BOD Review Only

Teleworker for a portion of the pay period. Executive Level Positions and Full Teleworkers are not eligible for the Commuter Allowance. With approval of the Chief Executive Officer, the Commuter Allowance may continue beyond July 1, 2023, and/or be reinstated after July 1, 2023.

I. Internet Stipend: CalOptima Health shall provide an Internet Stipend in an amount of twenty-five dollars ($25.00) per pay period to full-time employees designated as Full Teleworkers, Partial Teleworkers or Community Workers. The Internet Stipend begins the first full pay period as a Full or Partial Teleworker or Community Worker. Eligible full-time employees will continue to receive the stipend until the first, full pay period in which an employee is not assigned to full or partial telework or community work. The Internet Stipend will be provided only for full pay periods and will not be prorated for a change in designation for a portion of a pay period. Executive Level Positions and Full Office Workers are not eligible for the Internet Stipend.

J. Active Certified Case Manager (CCM) Pay: CalOptima Health may recognize supplemental pay of one hundred dollars ($100.00) per pay period to an RN who holds an active CCM certification when such certification is required or preferred in the job description and used regularly in performance of the employee's job duties. This is considered as an Educational Incentive pursuant to Title 2 CCR Section 571(a) and is to be reported to CalPERS as Special Compensation.

K. Executive Incentive Program: The Chief Executive Officer (CEO) may recognize Executive Level Positions, including interim appointments, using incentive compensation as described in this Policy. For employees in Executive Level Positions who achieve outstanding performance, the incentive compensation is considered bonus pay pursuant to Title 2 CCR Section 571(a) and is to be reported to CalPERS as Special Compensation for CalPERS classic members.

L. Sales Incentive Program: The OneCare/OneCare Connect Community Partner and Senior (Sr.) Community Partner staff in the Member Outreach & Education Department shall have an active Resident Insurance Producer license to enroll eligible members into the OneCare and OneCare Connect programs.

1. The licensed Community Partner and Sr. Community Partner staff will receive a monthly Sales Incentive based on the number of eligible members enrolled into the OneCare and OneCare Connect program in accordance with the table in Paragraph II.I.2. below. No incentive will be paid for the first thirty (30) enrollments each month, regardless of how many enrollments are made under, at or over thirty (30). For enrollments over thirty (30), licensed Community Partner and Sr. Community Partner staff will be eligible to receive the incentive payment of one hundred sixty-five dollars ($165.00) for each new enrollment within that tier between thirty-one (31) – fifty (50). In other words, each tier is independent and does not alter the amount paid per enrollment in any other tier. For example, eligible staff who enroll fifty-three (53) members in a month will be eligible to receive payment based on the following calculation (from tier thirty-one (31) – fifty(50)) twenty (20) members multiplied by one hundred sixty-five dollars ($165.00), plus (from tier fifty-one (51) – sixty-five (65)) three (3) members multiplied by one hundred seventy-five ($175.00), which equals an incentive of three thousand eight hundred twenty-five dollars ($3,825) for that month.

2. Enrollment is paid per eligible member above the minimum tier at the rate specified within each tier as follows:

Tier Min	Tier Max	Payout for Enrollment within Each Tier
1	30	**$0.00**
31	50	**$165.00**
51	65	**$175.00**
66+		**$200.00**

For 20230504 BOD Review Only

3 The sales incentive for the Manager, Member Outreach & Education shall be based on the number of eligible members enrolled into the OneCare and OneCare Connect programs by the Community Partner and Sr. Community Partner in the Member Outreach & Education Department. The Manager, Member Outreach & Education will receive ten dollars ($10.00) per member enrolled, if and only if, the Community Partner or Sr. Community Partner reporting to the Manager, Member Outreach & Education, enrolls thirty-six (36) or more members per month. If a Community Partner or Sr. Community Partner fails to enroll at least thirty-six (36) members per month, the Manager, Member Outreach & Education, would not be eligible for the sales incentive for that Community Partner or Sr. Community Partner.

M. Employee Incentive Program: At the discretion of the CEO, specific employees may be recognized through incentive compensation, when doing so is consistent with ~~CalOptima's~~CalOptima Health's business needs and mission, vision, and values.

N. Retention Incentive: In order to preserve organizational talent and to maintain business continuity when the loss of key personnel may cause risk or damage to operational efficiency, regulatory compliance, and/or strategic imperatives, CalOptima Health may, at the discretion of the CEO, and on an exception basis, award a retention incentive.

O. Recruitment Incentive: At the discretion of the CEO, a recruitment incentive of up to fifteen percent (15%) of the midpoint of base pay for the applicable position may be offered to entice an individual to join CalOptima Health. Recruitment incentives of up to a maximum of fifty thousand dollars ($50,000) may be offered for Executive~~Director~~ Level Positions and ~~Chief positions, to a maximum of $50,000,~~ require informing the Board of Directors after approved.

P. Incentive programs may be modified or withdrawn, at any time. An award of incentive compensation is entirely at the discretion of the CEO and/or Board of Directors, as applicable. It is not intended to be a binding contract between Executive Level Positions or employees and CalOptima Health.

Q. Employer-Paid Member Contribution (EPMC): CalOptima Health contributes seven percent (7%) of compensation earnable, on behalf of eligible employees who hold management staff positions as identified in the CalOptima Health salary schedule, and who qualify based on all of the following:

1. Hired, promoted, or transferred into a management staff position, including interim appointments; and

2. Included in one (1) of the following categories:

   a. A CalPERS Classic Member; or

   b. A member prior to January 1, 2013, of another California public retirement system that is eligible for reciprocity with CalPERS.

R. Annual Performance Lump Sum Bonus: Employees paid at or above the pay range maximum are not eligible for future base pay increases. As a result, in lieu of future base pay increases, these employees may be eligible for merit bonus pay delivered as a lump sum bonus in accordance with Section III.J of this Policy, provided that their performance meets the goals and objectives set forth by their managers.

For 20230504 BOD Review Only

S. Automobile Allowance: CalOptima Health may, at the discretion of the CEO, provide employees in Executive Level Positions, including interim appointments, with a monthly automobile allowance in an amount not to exceed five hundred dollars ($500.00) for the use of their personal vehicle for CalOptima Health business.

T. Supplemental Retirement Benefit: Consistent with applicable Board actions, the CEO is authorized to determine ~~CalOptima's~~CalOptima Health's contribution rate for employees to the supplemental retirement benefit (SRB) plan administered by the Public Agency Retirement System (PARS) within the limits of the budget and subject to contribution limits established by applicable laws. With the exception of employees in Executive Level Positions, the contribution rate shall be uniform for all employees. Executive Level Positions will also receive the same uniform contribution rate applicable to all employees. However, for employees in Executive Level Positions who earn more than the applicable compensation limits, the CEO is authorized to provide additional supplemental contributions to PARS, subject to the limitations of applicable laws. An employee in an Executive Level Position must still be employed by CalOptima Health at the time the additional supplemental contribution to PARS is distributed in order to be eligible to receive the additional supplemental contributions. These SRB contributions to the PARS retirement plan shall continue from year to year, unless otherwise adjusted or discontinued.

U. Work Life Balance Stipend: CalOptima Health shall provide an annual Work Life Balance Stipend of five hundred dollars ($500.00) to full-time employees and two hundred fifty dollars ($250.00) to part-time employees. The stipend is intended to promote employee wellness through enhanced work life balance and may be used for any wellness-related purchases, such as dependent care, gym memberships, yoga classes, art therapy, dietician services, athletic gear, personal development courses, and more. The stipend is taxable and paid in two (2) increments of two hundred fifty dollars ($250.00) to full-time employees and one hundred twenty five dollars ($125.00) to part-time employees on the pay periods that include November 1 and May 1 each year.

III. PROCEDURE

A. Overtime Pay: Overtime must be approved in advance by an employee's manager. Adjustments for overtime pay cannot be calculated until the completion of an employee's workweek. This may result in one (1) pay period's delay in the employee receiving the additional compensation.

B. Holiday Premium Pay: Working on a CalOptima Health observed holiday must be approved in advance by the employee's manager. Unauthorized work that occurs on an observed holiday is not eligible for Holiday Premium Pay and will be paid at the employee's regular base pay. Actual hours worked on a holiday will be used for purposes of calculating overtime.

C. Bilingual Pay: An employee or potential employee shall undergo a written and verbal bilingual evaluation when bilingual proficiency is a part of the employee's or potential employee's job description and used in the performance of the employee's job duties with members. If the employee or potential employee passes the evaluations, the bilingual pay shall be established.

D. Translation Pay: If an eligible exempt employee elects to provide translation services, and such services are not part of the employee's regular job duties, the employee shall submit their interest to the C&L Department. If selected, the translation pay identified above, will be provided depending on the variables noted above, taking into account whether professional translation services are either not available or unfeasible due to business constraints.

E. Night Shift:

For 20230504 BOD Preview Only

1. Night Shift differential is automatically calculated for those employees regularly working a night shift, defined as seven (7) consecutive hours or more of work between 3 p.m. and 8 a.m.

2. Employees who, at their own request and for their own convenience, adjust their work schedule, such as requesting make up time or alternative hours, and as a result, would be eligible for night shift pay, shall be deemed as having waived their right to same. When appropriate, a new Action Form should be submitted, removing the employee from the night shift.

F. Call Back and On Call Pay:

1. If employees are on call or get called back to work, the employees are responsible for adding this time to their schedules through ~~CalOptima's~~CalOptima Health's time keeping system, which is then approved by their supervisors.

G. Commuter Allowance

1. Commuter Allowance is automatically calculated for eligible employees based on system designation of Full Office Worker or Partial Teleworker. Employees and leaders are responsible for maintaining accurate designations in the timekeeping system. Designation changes require a request and approval per the Telework Program Guidelines. CalOptima Health may periodically audit and validate employee Office/Telework designations.

H. Internet Stipend

1. Internet Stipend is automatically calculated for eligible employees based on system designation of Full Teleworker, Partial Teleworker, or Community Worker. Employees and leaders are responsible for maintaining accurate designations in the timekeeping system. Telework designation changes require a request and approval per the Telework Program Guidelines. Community Worker designation is determined by the position. CalOptima Health may periodically audit and validate employee Office/Telework designations.

I. Active Certified Case Manager (CCM) Pay:

1. To receive CCM supplemental pay, an employee is responsible for providing a copy of the employee's case management certification issued by the Case Management Society of America to the Human Resources Department.

J. Incentive Compensation

1. The Board of Directors approves ~~CalOptima's~~CalOptima Health's strategic plan for each fiscal year, and the CEO is expected to meet the goals set forth in the strategic plan. The CEO in turn sets goals for the Executive Level Positions.

2. The CEO may establish an incentive compensation program for Executive Level Positions based on the Executive Incentive Program attached within budgeted parameters in accomplishing specific results according to the department and individual goals set forth by the CEO and the level of achievement. Executive Level Positions will receive a performance evaluation based on the Performance Review of Executives Template attached, which measures their performance against the established goals. Based on the level of performance, the executive staff member may be eligible for a lump sum bonus payment. The executive staff member must still be employed by CalOptima Health and in good standing at the time the bonus is distributed in order to be eligible to receive the bonus payment. For eligible Executive Level Positions who achieve outstanding performance, CalOptima Health will report the bonus

For 20230504 BOD Review Only

payment to CalPERS as Special Compensation. The CEO is authorized to make minor revisions to the Executive Incentive Program and Performance Review of Executives Template from time to time, as appropriate.

3. As circumstances warrant and at the discretion of the CEO, employees not in Executive Level Positions, whose accomplishments have provided extraordinary results, may be considered for incentive compensation.

K. Sales Incentive Program

1. The OneCare/OneCare Connect Community Partner and Sr. Community Partner staff, in the Member Outreach & Education Department, shall have an active Resident Insurance Producer license to enroll eligible members into the OneCare and OneCare Connect Programs.

2. The Community Partner and Sr. Community Partner staff shall be eligible to receive sales incentive pay as described in Section II.I.1 of this Policy for successfully enrolling new members into the OneCare and OneCare Connect Programs. Sales incentive pay for the Manager, Member Outreach & Education, shall be based on the number of members enrolled into the OneCare and OneCare Connect Programs by the Community Partner and Sr. Community Partner as described in Section II.I.2 of this Policy.

   a. CalOptima Health shall follow the Medicare Marketing Guidelines (MMGs) charge-back guidelines of ninety (90) calendar day rapid disenrollment and recouping the sales incentive with the exceptions as specified under the guidelines and applicable CalOptima Health policies.

3. CalOptima Health shall advance the sales incentive to the eligible employee on a monthly basis approximately one and a half (1 ½) months after the month in which the eligible employee enrolled the new member. However, the sales incentive is not earned until the member has been enrolled in the respective program for ninety-one (91) days.

   a. In the event a OneCare or OneCare Connect member disenrolls from their respective program within ninety (90) calendar days for reasons other than the exceptions specified under the guidelines and applicable CalOptima Health policies, the sales incentive previously paid will be deducted from a future sales incentive.

4. The Chief Operating Officer, Executive Director of Network Operations, and Director Network Management who oversee the Member Outreach & Education Department shall approve the sales incentive payout.

5. Enrollment goals for the Community Partner and Community Partner Sr. staff will be pro-rated for the month if the employee misses one (1) or more full weeks due to vacations, sick days, or a leave of absence.

6. The Director, Network Management, Executive Director of Network Operations, and the Chief Operations Officer will review the sales incentive structure on an annual basis.

L. Retention Incentive: As circumstances warrant, the CEO may award an employee a retention incentive to prevent or delay departures that may adversely impact business operations. The employee offered a retention incentive must be in good standing and accept and sign a retention agreement which contains the condition(s) to be met to receive payment. Payment of the incentive will be made when the terms of the agreement have been fully met and at the conclusion of the retention period. The CEO has the authority to offer retention incentives for up to twenty-five (25)

For 20230504 BOD Review Only

employees per fiscal year in an amount not to exceed twenty percent (20%) of the employee's current base annual salary. Retention incentives that exceed twenty percent (20%) of the employee's current base annual salary require Board of Directors approval.

M. Recruitment Incentive: As circumstances warrant, the CEO may offer a recruitment incentive based on the Compensation Administration Guidelines managed by the Human Resources Department to entice an individual to join CalOptima Health. Recruitment incentives of up to a maximum of fifty thousand dollars ($50,000) may be offered for Executive Level Positions and require informing the Board of Directors after approved. ~~Board of Director approval is required for recruitment incentives offered for Executive Level Positions.~~ To receive the recruitment incentive, the individual offered the incentive is required to accept and sign an offer letter which contains a "claw-back" provision obligating the recipient of a recruitment incentive to return the full amount of the recruitment incentive if the recipient voluntarily terminates employment with CalOptima Health within twenty-four (24) months of the date of hire.

~~M.~~N. Annual Performance Lump Sum Bonus: Once employees have reached the pay range maximum, employees may be eligible for merit bonus pay delivered as a lump sum bonus, provided that their annual performance evaluations meet the established goals and objectives set forth by their managers. Merit bonus pay will not exceed the maximum percentage of the merit increase matrix and reflects employees' superior performance measured against established objectives. Annual performance lump sum bonuses are paid out in two (2) incremental amounts – the first half when merit salary increases are normally distributed and the second half six (6) months later. The employee must still be employed by CalOptima Health to be eligible to receive the lump sum bonus payments.

~~N.~~O. Automobile Allowance: As circumstances warrant, the CEO may offer employees in Executive Level Positions an automobile allowance in lieu of the IRS standard mileage reimbursement rate that would otherwise apply for the use of their personal vehicle in the performance of their duties. Such automobile allowance will be identified on the employees' W-2 forms as taxable income. In addition, as a condition of receiving such allowance, the employee must comply with the following requirements:

1. Maintain adequate levels of personal vehicle insurance coverage;

2. Purchase their own fuel for the vehicle; and

3. Ensure the vehicle is properly maintained.

V. Work Life Balance Stipend: Work Life Balance Stipend is automatically calculated for eligible employees.

IV. ATTACHMENT(S)

A. Executive Incentive Program
B. Performance Review of Executives Template

V. REFERENCE(S)

A. CalOptima Health Employee Handbook
B. Compensation Administration Guidelines
C. Government Code, §20636 and 20636.1
D. Telework Program Guidelines

For 20230504 BOD Review Only

E. Title 2, California Code of Regulations (CCR), §571

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

VII. BOARD ACTION(S)

Date	Meeting
01/05/2012	Regular Meeting of the CalOptima Board of Directors
05/01/2014	Regular Meeting of the CalOptima Board of Directors
12/03/2015	Regular Meeting of the CalOptima Board of Directors
09/07/2017	Regular Meeting of the CalOptima Board of Directors
06/07/2018	Regular Meeting of the CalOptima Board of Directors
02/07/2019	Regular Meeting of the CalOptima Board of Directors
04/02/2020	Regular Meeting of the CalOptima Board of Directors
04/07/2022	Regular Meeting of the CalOptima Board of Directors
06/02/2022	Regular Meeting of the CalOptima Board of Directors
TBD	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	01/01/2011	GA.8042	Pay Differentials	Administrative
Revised	01/05/2012	GA.8042	Pay Differentials	Administrative
Revised	05/20/2014	GA.8042	Supplemental Compensation	Administrative
Revised	12/03/2015	GA.8042	Supplemental Compensation	Administrative
Revised	09/07/2017	GA.8042	Supplemental Compensation	Administrative
Revised	06/07/2018	GA.8042	Supplemental Compensation	Administrative
Revised	02/07/2019	GA.8042	Supplemental Compensation	Administrative
Revised	04/02/2020	GA.8042	Supplemental Compensation	Administrative
Revised	04/07/2022	GA.8042	Supplemental Compensation	Administrative
Revised	06/02/2022	GA.8042	Supplemental Compensation	Administrative
Revised	TBD	GA.8042	Supplemental Compensation	Administrative

For 20230504 BOD Review Only

IX. GLOSSARY

Term	Definition
Bilingual Certified Employee	An employee who has passed ~~CalOptima's~~CalOptima Health's Bilingual Screening Process either upon hire or any time during their employment.
Bilingual Screening Process	Prospective staff translators are identified by Cultural and Linguistic (C&L) Services Department based on qualifications obtained through ~~CalOptima's~~CalOptima Health's bilingual screening process. The screening is either conducted as part of their initial hiring process or later during their employment. All staff translators must possess a strong ability to read, write and understand the target language. Once identified as potential staff translators, they are required to take a proficiency test created by C&L Services Department. They are evaluated on their vocabulary, grammar, orthography, flow, accuracy, cultural sensitivity, as well as consistency in usage of translated terms. The selection is based on their overall score.
Bonus Pay	Compensation to employees for superior performance such as "annual performance bonus" and "merit pay." If provided only during a member's final compensation period, it shall be excluded from final compensation as "final settlement" pay. A program or system must be in place to plan and identify performance goals and objectives to count as Special Compensation for CalPERS purposes.
CalPERS	California Public Employees Retirement System
CalPERS Classic Member	A member enrolled in CalPERS prior to January 1, 2013.
Classic Director	A Management Staff who is either a CalPERS Classic Member or a member prior to January 1, 2013, of another California public retirement system who is eligible for reciprocity with CalPERS.
Classic Executive	An Executive Staff who is either a CalPERS Classic Member or a member prior to January 1, 2013, of another California public retirement system who is eligible for reciprocity with CalPERS.
Compensation Earnable	The pay rate and Special Compensation as defined in Government Code sections 20636 and 20636.1.
Central Worksite	~~CalOptima's~~CalOptima Health's primary physical location of business applicable to the employee, which is either ~~CalOptima's~~CalOptima Health's administration building at 505 City Parkway West, the PACE building or other CalOptima Health operated location.
Community Worker	An employee in a position that performs fifty-one percent (51%) or more of their duties in field locations such as provider offices, members' homes, and at community outreach events.
Executive Level Position	The position of Executive Director or above.
Exempt Employee	Employees who are exempt from the overtime provisions of the federal Fair Labor Standards Act (FLSA) and state regulations governing wages and salaries. Exempt status is determined by the duties and responsibilities of the position and is defined by Human Resources for each position.
Full Office Worker	An employee who is assigned to work their full schedule at the Central Worksite.
Full Teleworker	An eligible employee who is approved to routinely work their entire regularly scheduled work hours from a Remote Work Location unless business needs require otherwise.

For 2023 GA BOD Review Only

Term	Definition
Leave of Absence (LOA)	A term used to describe a scheduled period of time off longer than five (5) days that employees are to be away from their primary jobs, while maintaining the status of employee.
Management Staff	Staff holding positions at or above Director level.
Partial Teleworker	An eligible employee who is approved to work a pre-established consistent weekly work schedule split between two (2) or more full days per week at the Central Worksite, and the remainder of full days at the Remote Work Location.
Sales Incentive	An amount of money paid, in addition to base pay, to an employee for successfully enrolling a member into the OneCare or/ OneCare Connect Program.
Special Compensation	Payment of additional compensation earned separate from an employee's base pay that meets the criteria listed in Title 2, California Code of Regulations (CCR) section 571(a).
Threshold Language	For purposes of this policy, a threshold language as defined by the Centers for Medicare & Medicaid Services (CMS) for Medicare programs, or Department of Health Care Services for the Medi-Cal program.

1

For 20230504 BOD Review Only

Policy:	GA.8042
Title:	**Supplemental Compensation**
Department:	Human Resources
Section:	Not Applicable
CEO Approval:	*/s/*
Effective Date:	01/01/2011
Revised Date:	TBD
Applicable to:	☐ Medi-Cal ☐ OneCare ☐ PACE ☒ Administrative

For 20230504 BOD Review Only

I. PURPOSE

This policy establishes general guidelines concerning the use of supplemental compensation above regular base pay to compensate for business needs and to identify items to be reported to CalPERS as "Special Compensation."

II. POLICY

A. CalOptima Health considers the following as Special Compensation pursuant to Title 2, California Code of Regulations (CCR), Section 571:

1. Bilingual Pay/Bilingual Premium;
2. Holiday Premium Pay;
3. Night Shift Premium/Shift Differential;
4. Active Certified Case Manager (CCM) Pay/Educational Incentive; and
5. Executive Incentive Program/Bonus Pay.

B. Overtime Pay: As a public agency, CalOptima Health follows Federal wage and hour laws. Overtime pay for non-exempt employees will be provided for all time worked in excess of forty (40) in any one (1) federal Fair Labor Standards Act (FLSA) Workweek at the rate of one and one half (1.5) times the employee's regular rate of pay, as defined by FLSA. Employees should obtain prior authorization from their supervisors or managers prior to working overtime or incurring overtime pay. Exempt employees are not covered by the overtime provisions and do not receive overtime pay.

C. Holiday Premium Pay: All regular, non-exempt, full-time employees who are eligible for paid holidays but who may be required to work on a holiday observed by CalOptima Health under GA.8056 Paid Holidays will be paid at two (2) times their regular base pay for the hours worked in addition to the holiday pay. Flex Holiday is not eligible for Holiday Premium Pay. This is considered Holiday Pay pursuant to Title 2, CCR, Section 571(a) and is to be reported to CalPERS as Special Compensation.

Back to Item

Back to Agenda

D. Bilingual Pay: CalOptima Health provides supplemental bilingual pay for qualified exempt and non-exempt employees who are fluent in at least one (1) of CalOptima Health's threshold languages. This is considered a Bilingual Premium pursuant to Title 2, CCR, Section 571(a) and is to be reported to CalPERS as Special Compensation. The rate for Bilingual Pay is based on the following schedule:

Proficiency	Rate Per Pay Period
Bilingual language usage with members is required in the job description and used more than fifty percent (50%) of the time in the performance of the employee's job duties.	$60.00
Bilingual language usage with members is preferred in the job description and used less than fifty percent (50%) of the time in the performance of the employee's job duties.	$40.00

E. Translation Pay: In certain circumstances when, for business reasons and for the benefit of CalOptima Health members, there is a need to translate documents and other written material into languages other than English, the Exempt Employee providing such service will be paid supplemental pay. Non-exempt employees are not eligible for translation pay.

1. Exempt Employees, who do not work in the Cultural & Linguistic Services Department (C&L) and who are not required as part of their regular job responsibilities to translate but are qualified to translate based on successfully passing the CalOptima Health Bilingual Screening Process, may be eligible for translation pay for performing translation work. Eligible employees, who are interested in performing translation work during non-work hours, may elect to provide translation services during their own personal time based on the rates indicated below. The C&L Department shall assign the work to qualified Exempt Employees on an occasional, as-needed basis.

2. There are two (2) key activities in providing translation services:

   a. Translation of materials from English into the desired language, or from another language into English; and

   b. Review and revision of the translation to ensure quality and consistency in usage of terms.

3. Translating is more difficult and time-consuming than reviewing and editing of the already translated materials, and as a result, translation of materials will be reimbursed at a higher rate. CalOptima Health will reimburse for services at the following rates:

   a. Translation – Thirty-five dollars ($35.00) per page; and

   b. Review and revision of translated materials – Twenty-five dollars ($25.00) per page.

4. The use of this supplemental pay is limited to situations where the use of professional translation services is either not available or unfeasible due to business constraints.

F. Night Shift: CalOptima Health provides supplemental pay for work performed as part of a Night Shift. Assignments for Night Shift are subject to business needs and are at the discretion of CalOptima Health management. This is considered a Shift Differential pursuant to Title 2, CCR, Section 571(a) and is to be reported to CalPERS as Special Compensation. The rate for Night Shift is based on the following schedule:

For 20230504 BOD Review Only

Definition	Eligibility	Rates (per hour)
Night Shift – Seven (7) consecutive hours or more of work between 3 p.m. and 8 a.m.	Non-exempt employees	$2.00 per hour.

G. Call Back and On Call: CalOptima Health provides supplemental pay for work performed as part of a Call Back and On Call requirement. Assignments for Call Back and On Call are subject to business needs and are at the discretion of CalOptima Health management. The rates for Call Back and On Call Pay are based on the following schedule:

Definition	Eligibility	Rates (per hour)
Call Back – Employees must physically return to work within one (1) hour when requested by a Supervisor. A Supervisor may assign employees other work until the guaranteed four (4) hour time elapses.	Non-exempt employees	One and one half (1.5) times of regular base pay with a minimum of four (4) hours of pay.
On Call – Employees must remain accessible after normally scheduled work hours and be available to fix problems or report to work, if necessary. Employees will be informed of the need for their availability to work either from home or at the work site. Employees on call are waiting to be engaged and are free to use their On Call time as they deem appropriate, so long as they are fit to respond when called. Employees must respond within one (1) hour, as required.	Non-exempt employees	$3.00 per hour for being on-call. If a call is taken, employee is paid one and one half (1.5) times the regular base pay with a thirty (30) minute minimum call.
On Call Medical Case Managers (RN or LVN) and Clinical Pharmacists - Must remain accessible to accept or respond to calls within a reasonable time designated by employee's supervisors. In no event shall employees' supervisors require a response time less than thirty (30) minutes. Employees will be informed of the need for their availability to work either from home or at the work site. Employees on call are waiting to be engaged and are free to use their On Call time as they deem appropriate, so long as they are fit to respond when called.	Exempt Employees, excluding those in supervisory positions	Twenty five percent (25%) of the employee's base pay as an hourly equivalent multiplied by the number of hours on call.

H. Commuter Allowance: Effective April 24, 2022, through July 1, 2023, CalOptima Health shall provide a Commuter Allowance in an amount of one hundred fifty dollars ($150.00) per pay period to full-time employees designated as Full Office Workers, and seventy-five dollars ($75.00) per pay period to full-time employees designated as Partial Teleworkers. The Commuter Allowance begins the first full pay period as a Full Office Worker or Partial Teleworker. Eligible full-time employees will continue to receive the Commuter Allowance until the first full pay period in which an employee is not assigned to partial telework or full office work. The Commuter Allowance will be provided only for full pay periods in which employees are designated a Full Office Worker or Partial Teleworker and will not be prorated for being designated as a Full Office Worker or Partial Teleworker for a portion of the pay period. Executive Level Positions and Full Teleworkers are not eligible for the Commuter Allowance. With approval of the Chief Executive Officer, the Commuter Allowance may continue beyond July 1, 2023, and/or be reinstated after July 1, 2023.

For 20230504 BOD Review Only

I. Internet Stipend: CalOptima Health shall provide an Internet Stipend in an amount of twenty-five dollars ($25.00) per pay period to full-time employees designated as Full Teleworkers, Partial Teleworkers or Community Workers. The Internet Stipend begins the first full pay period as a Full or Partial Teleworker or Community Worker. Eligible full-time employees will continue to receive the stipend until the first, full pay period in which an employee is not assigned to full or partial telework or community work. The Internet Stipend will be provided only for full pay periods and will not be prorated for a change in designation for a portion of a pay period. Executive Level Positions and Full Office Workers are not eligible for the Internet Stipend.

J. Active Certified Case Manager (CCM) Pay: CalOptima Health may recognize supplemental pay of one hundred dollars ($100.00) per pay period to an RN who holds an active CCM certification when such certification is required or preferred in the job description and used regularly in performance of the employee's job duties. This is considered as an Educational Incentive pursuant to Title 2 CCR Section 571(a) and is to be reported to CalPERS as Special Compensation.

K. Executive Incentive Program: The Chief Executive Officer (CEO) may recognize Executive Level Positions, including interim appointments, using incentive compensation as described in this Policy. For employees in Executive Level Positions who achieve outstanding performance, the incentive compensation is considered bonus pay pursuant to Title 2 CCR Section 571(a) and is to be reported to CalPERS as Special Compensation for CalPERS classic members.

L. Sales Incentive Program: The OneCare/OneCare Connect Community Partner and Senior (Sr.) Community Partner staff in the Member Outreach & Education Department shall have an active Resident Insurance Producer license to enroll eligible members into the OneCare and OneCare Connect programs.

1. The licensed Community Partner and Sr. Community Partner staff will receive a monthly Sales Incentive based on the number of eligible members enrolled into the OneCare and OneCare Connect program in accordance with the table in Paragraph II.I.2. below. No incentive will be paid for the first thirty (30) enrollments each month, regardless of how many enrollments are made under, at or over thirty (30). For enrollments over thirty (30), licensed Community Partner and Sr. Community Partner staff will be eligible to receive the incentive payment of one hundred sixty-five dollars ($165.00) for each new enrollment within that tier between thirty-one (31) – fifty (50). In other words, each tier is independent and does not alter the amount paid per enrollment in any other tier. For example, eligible staff who enroll fifty-three (53) members in a month will be eligible to receive payment based on the following calculation (from tier thirty-one (31) – fifty(50)) twenty (20) members multiplied by one hundred sixty-five dollars ($165.00), plus (from tier fifty-one (51) – sixty-five (65)) three (3) members multiplied by one hundred seventy-five ($175.00), which equals an incentive of three thousand eight hundred twenty-five dollars ($3,825) for that month.

2. Enrollment is paid per eligible member above the minimum tier at the rate specified within each tier as follows:

Tier Min	Tier Max	Payout for Enrollment within Each Tier
1	30	**$0.00**
31	50	**$165.00**
51	65	**$175.00**
66+		**$200.00**

For 20230504 BOD Review Only

3 The sales incentive for the Manager, Member Outreach & Education shall be based on the number of eligible members enrolled into the OneCare and OneCare Connect programs by the Community Partner and Sr. Community Partner in the Member Outreach & Education Department. The Manager, Member Outreach & Education will receive ten dollars ($10.00) per member enrolled, if and only if, the Community Partner or Sr. Community Partner reporting to the Manager, Member Outreach & Education, enrolls thirty-six (36) or more members per month. If a Community Partner or Sr. Community Partner fails to enroll at least thirty-six (36) members per month, the Manager, Member Outreach & Education, would not be eligible for the sales incentive for that Community Partner or Sr. Community Partner.

M. Employee Incentive Program: At the discretion of the CEO, specific employees may be recognized through incentive compensation, when doing so is consistent with CalOptima Health's business needs and mission, vision, and values.

N. Retention Incentive: In order to preserve organizational talent and to maintain business continuity when the loss of key personnel may cause risk or damage to operational efficiency, regulatory compliance, and/or strategic imperatives, CalOptima Health may, at the discretion of the CEO, and on an exception basis, award a retention incentive.

O. Recruitment Incentive: At the discretion of the CEO, a recruitment incentive of up to fifteen percent (15%) of the midpoint of base pay for the applicable position may be offered to entice an individual to join CalOptima Health. Recruitment incentives of up to a maximum of fifty thousand dollars ($50,000) may be offered for Executive Level Positions and require informing the Board of Directors after approved.

P. Incentive programs may be modified or withdrawn, at any time. An award of incentive compensation is entirely at the discretion of the CEO and/or Board of Directors, as applicable. It is not intended to be a binding contract between Executive Level Positions or employees and CalOptima Health.

Q. Employer-Paid Member Contribution (EPMC): CalOptima Health contributes seven percent (7%) of compensation earnable, on behalf of eligible employees who hold management staff positions as identified in the CalOptima Health salary schedule, and who qualify based on all of the following:

1. Hired, promoted, or transferred into a management staff position, including interim appointments; and

2. Included in one (1) of the following categories:

   a. A CalPERS Classic Member; or

   b. A member prior to January 1, 2013, of another California public retirement system that is eligible for reciprocity with CalPERS.

R. Annual Performance Lump Sum Bonus: Employees paid at or above the pay range maximum are not eligible for future base pay increases. As a result, in lieu of future base pay increases, these employees may be eligible for merit bonus pay delivered as a lump sum bonus in accordance with Section III.J of this Policy, provided that their performance meets the goals and objectives set forth by their managers.

S. Automobile Allowance: CalOptima Health may, at the discretion of the CEO, provide employees in Executive Level Positions, including interim appointments, with a monthly automobile allowance in

For 20230504 BOD Preview Only

an amount not to exceed five hundred dollars ($500.00) for the use of their personal vehicle for CalOptima Health business.

T. Supplemental Retirement Benefit: Consistent with applicable Board actions, the CEO is authorized to determine CalOptima Health's contribution rate for employees to the supplemental retirement benefit (SRB) plan administered by the Public Agency Retirement System (PARS) within the limits of the budget and subject to contribution limits established by applicable laws. With the exception of employees in Executive Level Positions, the contribution rate shall be uniform for all employees. Executive Level Positions will also receive the same uniform contribution rate applicable to all employees. However, for employees in Executive Level Positions who earn more than the applicable compensation limits, the CEO is authorized to provide additional supplemental contributions to PARS, subject to the limitations of applicable laws. An employee in an Executive Level Position must still be employed by CalOptima Health at the time the additional supplemental contribution to PARS is distributed in order to be eligible to receive the additional supplemental contributions. These SRB contributions to the PARS retirement plan shall continue from year to year, unless otherwise adjusted or discontinued.

U. Work Life Balance Stipend: CalOptima Health shall provide an annual Work Life Balance Stipend of five hundred dollars ($500.00) to full-time employees and two hundred fifty dollars ($250.00) to part-time employees. The stipend is intended to promote employee wellness through enhanced work life balance and may be used for any wellness-related purchases, such as dependent care, gym memberships, yoga classes, art therapy, dietician services, athletic gear, personal development courses, and more. The stipend is taxable and paid in two (2) increments of two hundred fifty dollars ($250.00) to full-time employees and one hundred twenty five dollars ($125.00) to part-time employees on the pay periods that include November 1 and May 1 each year.

III. PROCEDURE

A. Overtime Pay: Overtime must be approved in advance by an employee's manager. Adjustments for overtime pay cannot be calculated until the completion of an employee's workweek. This may result in one (1) pay period's delay in the employee receiving the additional compensation.

B. Holiday Premium Pay: Working on a CalOptima Health observed holiday must be approved in advance by the employee's manager. Unauthorized work that occurs on an observed holiday is not eligible for Holiday Premium Pay and will be paid at the employee's regular base pay. Actual hours worked on a holiday will be used for purposes of calculating overtime.

C. Bilingual Pay: An employee or potential employee shall undergo a written and verbal bilingual evaluation when bilingual proficiency is a part of the employee's or potential employee's job description and used in the performance of the employee's job duties with members. If the employee or potential employee passes the evaluations, the bilingual pay shall be established.

D. Translation Pay: If an eligible exempt employee elects to provide translation services, and such services are not part of the employee's regular job duties, the employee shall submit their interest to the C&L Department. If selected, the translation pay identified above will be provided depending on the variables noted above, taking into account whether professional translation services are either not available or unfeasible due to business constraints.

E. Night Shift:

1. Night Shift differential is automatically calculated for those employees regularly working a night shift, defined as seven (7) consecutive hours or more of work between 3 p.m. and 8 a.m.

For 20250504 BOD Preview Only

2. Employees who, at their own request and for their own convenience, adjust their work schedule, such as requesting make up time or alternative hours, and as a result, would be eligible for night shift pay, shall be deemed as having waived their right to same. When appropriate, a new Action Form should be submitted, removing the employee from the night shift.

F. Call Back and On Call Pay:

1. If employees are on call or get called back to work, the employees are responsible for adding this time to their schedules through CalOptima Health's time keeping system, which is then approved by their supervisors.

G. Commuter Allowance

1. Commuter Allowance is automatically calculated for eligible employees based on system designation of Full Office Worker or Partial Teleworker. Employees and leaders are responsible for maintaining accurate designations in the timekeeping system. Designation changes require a request and approval per the Telework Program Guidelines. CalOptima Health may periodically audit and validate employee Office/Telework designations.

H. Internet Stipend

1. Internet Stipend is automatically calculated for eligible employees based on system designation of Full Teleworker, Partial Teleworker, or Community Worker. Employees and leaders are responsible for maintaining accurate designations in the timekeeping system. Telework designation changes require a request and approval per the Telework Program Guidelines. Community Worker designation is determined by the position. CalOptima Health may periodically audit and validate employee Office/Telework designations.

I. Active Certified Case Manager (CCM) Pay:

1. To receive CCM supplemental pay, an employee is responsible for providing a copy of the employee's case management certification issued by the Case Management Society of America to the Human Resources Department.

J. Incentive Compensation

1. The Board of Directors approves CalOptima Health's strategic plan for each fiscal year, and the CEO is expected to meet the goals set forth in the strategic plan. The CEO in turn sets goals for the Executive Level Positions.

2. The CEO may establish an incentive compensation program for Executive Level Positions based on the Executive Incentive Program attached within budgeted parameters in accomplishing specific results according to the department and individual goals set forth by the CEO and the level of achievement. Executive Level Positions will receive a performance evaluation based on the Performance Review of Executives Template attached, which measures their performance against the established goals. Based on the level of performance, the executive staff member may be eligible for a lump sum bonus payment. The executive staff member must still be employed by CalOptima Health and in good standing at the time the bonus is distributed in order to be eligible to receive the bonus payment. For eligible Executive Level Positions who achieve outstanding performance, CalOptima Health will report the bonus payment to CalPERS as Special Compensation. The CEO is authorized to make minor revisions to the Executive Incentive Program and Performance Review of Executives Template from time to time, as appropriate.

For 20230504 BOD Review Only

3. As circumstances warrant and at the discretion of the CEO, employees not in Executive Level Positions, whose accomplishments have provided extraordinary results, may be considered for incentive compensation.

K. Sales Incentive Program

1. The OneCare/OneCare Connect Community Partner and Sr. Community Partner staff, in the Member Outreach & Education Department, shall have an active Resident Insurance Producer license to enroll eligible members into the OneCare and OneCare Connect Programs.

2. The Community Partner and Sr. Community Partner staff shall be eligible to receive sales incentive pay as described in Section II.I.1 of this Policy for successfully enrolling new members into the OneCare and OneCare Connect Programs. Sales incentive pay for the Manager, Member Outreach & Education, shall be based on the number of members enrolled into the OneCare and OneCare Connect Programs by the Community Partner and Sr. Community Partner as described in Section II.I.2 of this Policy.

    a. CalOptima Health shall follow the Medicare Marketing Guidelines (MMGs) charge-back guidelines of ninety (90) calendar day rapid disenrollment and recouping the sales incentive with the exceptions as specified under the guidelines and applicable CalOptima Health policies.

3. CalOptima Health shall advance the sales incentive to the eligible employee on a monthly basis approximately one and a half (1 ½) months after the month in which the eligible employee enrolled the new member. However, the sales incentive is not earned until the member has been enrolled in the respective program for ninety-one (91) days.

    a. In the event a OneCare or OneCare Connect member disenrolls from their respective program within ninety (90) calendar days for reasons other than the exceptions specified under the guidelines and applicable CalOptima Health policies, the sales incentive previously paid will be deducted from a future sales incentive.

4. The Chief Operating Officer, Executive Director of Network Operations, and Director Network Management who oversee the Member Outreach & Education Department shall approve the sales incentive payout.

5. Enrollment goals for the Community Partner and Community Partner Sr. staff will be pro-rated for the month if the employee misses one (1) or more full weeks due to vacations, sick days, or a leave of absence.

6. The Director, Network Management, Executive Director of Network Operations, and the Chief Operations Officer will review the sales incentive structure on an annual basis.

L. Retention Incentive: As circumstances warrant, the CEO may award an employee a retention incentive to prevent or delay departures that may adversely impact business operations. The employee offered a retention incentive must be in good standing and accept and sign a retention agreement which contains the condition(s) to be met to receive payment. Payment of the incentive will be made when the terms of the agreement have been fully met and at the conclusion of the retention period. The CEO has the authority to offer retention incentives for up to twenty-five (25) employees per fiscal year in an amount not to exceed twenty percent (20%) of the employee's current base annual salary. Retention incentives that exceed twenty percent (20%) of the employee's current base annual salary require Board of Directors' approval.

For 20230504 BOD Review Only

M. Recruitment Incentive: As circumstances warrant, the CEO may offer a recruitment incentive based on the Compensation Administration Guidelines managed by the Human Resources Department to entice an individual to join CalOptima Health. Recruitment incentives of up to a maximum of fifty thousand dollars ($50,000) may be offered for Executive Level Positions and require informing the Board of Directors after approved. To receive the recruitment incentive, the individual offered the incentive is required to accept and sign an offer letter which contains a "claw-back" provision obligating the recipient of a recruitment incentive to return the full amount of the recruitment incentive if the recipient voluntarily terminates employment with CalOptima Health within twenty-four (24) months of the date of hire.

N. Annual Performance Lump Sum Bonus: Once employees have reached the pay range maximum, employees may be eligible for merit bonus pay delivered as a lump sum bonus, provided that their annual performance evaluations meet the established goals and objectives set forth by their managers. Merit bonus pay will not exceed the maximum percentage of the merit increase matrix and reflects employees' superior performance measured against established objectives. Annual performance lump sum bonuses are paid out in two (2) incremental amounts – the first half when merit salary increases are normally distributed and the second half six (6) months later. The employee must still be employed by CalOptima Health to be eligible to receive the lump sum bonus payments.

O. Automobile Allowance: As circumstances warrant, the CEO may offer employees in Executive Level Positions an automobile allowance in lieu of the IRS standard mileage reimbursement rate that would otherwise apply for the use of their personal vehicle in the performance of their duties. Such automobile allowance will be identified on the employees' W-2 forms as taxable income. In addition, as a condition of receiving such allowance, the employee must comply with the following requirements:

1. Maintain adequate levels of personal vehicle insurance coverage;

2. Purchase their own fuel for the vehicle; and

3. Ensure the vehicle is properly maintained.

V. Work Life Balance Stipend: Work Life Balance Stipend is automatically calculated for eligible employees.

IV. ATTACHMENT(S)

A. Executive Incentive Program
B. Performance Review of Executives Template

V. REFERENCE(S)

A. CalOptima Health Employee Handbook
B. Compensation Administration Guidelines
C. Government Code, §20636 and 20636.1
D. Telework Program Guidelines
E. Title 2, California Code of Regulations (CCR), §571

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

For 20230504 BOD Review Only

VII. BOARD ACTION(S)

Date	Meeting
01/05/2012	Regular Meeting of the CalOptima Board of Directors
05/01/2014	Regular Meeting of the CalOptima Board of Directors
12/03/2015	Regular Meeting of the CalOptima Board of Directors
09/07/2017	Regular Meeting of the CalOptima Board of Directors
06/07/2018	Regular Meeting of the CalOptima Board of Directors
02/07/2019	Regular Meeting of the CalOptima Board of Directors
04/02/2020	Regular Meeting of the CalOptima Board of Directors
04/07/2022	Regular Meeting of the CalOptima Board of Directors
06/02/2022	Regular Meeting of the CalOptima Board of Directors
TBD	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	01/01/2011	GA.8042	Pay Differentials	Administrative
Revised	01/05/2012	GA.8042	Pay Differentials	Administrative
Revised	05/20/2014	GA.8042	Supplemental Compensation	Administrative
Revised	12/03/2015	GA.8042	Supplemental Compensation	Administrative
Revised	09/07/2017	GA.8042	Supplemental Compensation	Administrative
Revised	06/07/2018	GA.8042	Supplemental Compensation	Administrative
Revised	02/07/2019	GA.8042	Supplemental Compensation	Administrative
Revised	04/02/2020	GA.8042	Supplemental Compensation	Administrative
Revised	04/07/2022	GA.8042	Supplemental Compensation	Administrative
Revised	06/02/2022	GA.8042	Supplemental Compensation	Administrative
Revised	TBD	GA.8042	Supplemental Compensation	Administrative

For 20230504 BOD Review Only

IX. GLOSSARY

Term	Definition
Bilingual Certified Employee	An employee who has passed CalOptima Health's Bilingual Screening Process either upon hire or any time during their employment.
Bilingual Screening Process	Prospective staff translators are identified by the Cultural and Linguistic (C&L) Services Department based on qualifications obtained through CalOptima Health's bilingual screening process. The screening is either conducted as part of their initial hiring process or later during their employment. All staff translators must possess a strong ability to read, write and understand the target language. Once identified as potential staff translators, they are required to take a proficiency test created by the C&L Services Department. They are evaluated on their vocabulary, grammar, orthography, flow, accuracy, cultural sensitivity, as well as consistency in usage of translated terms. The selection is based on their overall score.
Bonus Pay	Compensation to employees for superior performance such as "annual performance bonus" and "merit pay." If provided only during a member's final compensation period, it shall be excluded from final compensation as "final settlement" pay. A program or system must be in place to plan and identify performance goals and objectives to count as Special Compensation for CalPERS purposes.
CalPERS	California Public Employees Retirement System
CalPERS Classic Member	A member enrolled in CalPERS prior to January 1, 2013.
Classic Director	A Management Staff who is either a CalPERS Classic Member or a member prior to January 1, 2013, of another California public retirement system who is eligible for reciprocity with CalPERS.
Classic Executive	An Executive Staff who is either a CalPERS Classic Member or a member prior to January 1, 2013, of another California public retirement system who is eligible for reciprocity with CalPERS.
Compensation Earnable	The pay rate and Special Compensation as defined in Government Code sections 20636 and 20636.1.
Central Worksite	CalOptima Health's primary physical location of business applicable to the employee, which is either CalOptima Health's administration building at 505 City Parkway West, the PACE building or other CalOptima Health operated location.
Community Worker	An employee in a position that performs fifty-one percent (51%) or more of their duties in field locations such as provider offices, members' homes, and at community outreach events.
Executive Level Position	The position of Executive Director or above.
Exempt Employee	Employees who are exempt from the overtime provisions of the federal Fair Labor Standards Act (FLSA) and state regulations governing wages and salaries. Exempt status is determined by the duties and responsibilities of the position and is defined by Human Resources for each position.
Full Office Worker	An employee who is assigned to work their full schedule at the Central Worksite.
Full Teleworker	An eligible employee who is approved to routinely work their entire regularly scheduled work hours from a Remote Work Location unless business needs require otherwise.

For 20230504 BOD Review Only

Term	Definition
Leave of Absence (LOA)	A term used to describe a scheduled period of time off longer than five (5) days that employees are to be away from their primary jobs, while maintaining the status of employee.
Management Staff	Staff holding positions at or above Director level.
Partial Teleworker	An eligible employee who is approved to work a pre-established consistent weekly work schedule split between two (2) or more full days per week at the Central Worksite, and the remainder of full days at the Remote Work Location.
Sales Incentive	An amount of money paid, in addition to base pay, to an employee for successfully enrolling a member into the OneCare or/ OneCare Connect Program.
Special Compensation	Payment of additional compensation earned separate from an employee's base pay that meets the criteria listed in Title 2, California Code of Regulations (CCR) section 571(a).
Threshold Language	For purposes of this policy, a threshold language as defined by the Centers for Medicare & Medicaid Services (CMS) for Medicare programs, or Department of Health Care Services for the Medi-Cal program.

1

For 20230504 BOD Review Only

Performance Review – Executive (Directors and Above)

EMPLOYEE INFORMATION

EMPLOYEE	JOB TITLE	DEPARTMENT

SUPERVISOR/EVALUATOR	REVIEW PERIOD
	to

SELF REVIEW: In the following section, provide your responses to the following questions for the review period April 1, XXXX~~2022~~, through March 31, XXXX~~2023~~.

1) **What did you do well that impacted or demonstrated your performance? (Examples: accomplishments, self-development, projects, productivity, collaboration, customer service)**
2) **What are you continuing to work on that you set as goal(s) from last year?**
3) **What opportunities for growth, future goals or enhancement to your position will sustain and/or improve your performance?**

1)

2)

3)

Manager Review: ***Below are the Core Competencies to be completed by your manager***

CORE BEHAVIORAL COMPETENCIES

This section describes the core competencies required for successful employee performance for this CalOptima Health position. In the space provided, mark the appropriate rating with an "x" and provide comments as needed. Evaluate the employee on each factor relevant to the job duties and responsibilities by indicating to what degree the employee demonstrates the overall skill or behavior on the job.

Competency Rating Scale Definitions:

Outstanding – Performance **regularly exceeds** job expectations due to **exceptionally high quality** of work in all essential areas of responsibility, resulting in outstanding contribution. Reserved for truly outstanding performance.

Exceeds Expectations - **Often** demonstrates behaviors that go **above and beyond** expectations in order to achieve exceptional performance or intended results.

Fully Meets Expectations - Demonstrates effective and desired behaviors that **consistently** meet **expected** performance standards.

Needs Development - Demonstrates **some** desired behaviors or uses behaviors **inconsistently**. Requires some development/improvement.

Unacceptable - Rarely demonstrates competency behaviors. **Does not meet** performance standards. Requires **significant** and **immediate** improvement

COMMUNICATION: • Communicates well with others in both verbal and written form by adapting tone, style and approach based on people's perspectives and situations. Organizes thoughts, expresses them clearly and respectfully. • Listens attentively to ideas of others; cooperates and builds good working relationships with others. • Provides colleagues with regular and reliable information, including updates on own activities/decisions, and is well-prepared when speaking in front of a group; presentations are clear and informative.	☐ Outstanding ☐ Exceeds Expectations ☐ Fully Meets Expectations ☐ Needs Development ☐ Unacceptable
List specific examples or details of past performance and self-development	
CUSTOMER FOCUS (internal and/or external) • Actively listens and follows up/through on customer inquiries/requests in a timely, professional, courteous, and sensitive manner; ensures clear and frequent communication with customers about progress, changes and status; takes responsibility for correcting customer problems. • Demonstrates a good understanding of company/department procedures for handling customer complaints; knows when to bring in help/use the chain of command for problems beyond ability. • Demonstrates collaborative relationships with others. • Viewed as a team player. Assists others in achieving their goals.	☐ Outstanding ☐ Exceeds Expectations ☐ Fully Meets Expectations ☐ Needs Development ☐ Unacceptable
List specific examples or details of past performance and self-development	
LEADERSHIP: • Communicates high level priorities and objectives, a compelling and strategic vision, which is innovative and future-oriented, and creates buy-in at various levels of the organization for each fiscal year. • Manages, inspires, motivates, develops, reviews, and supports the growth of the organization and department staff.	☐ Outstanding ☐ Exceeds Expectations ☐ Fully Meets Expectations ☐ Needs Development ☐ Unacceptable
List specific examples or details of past performance and self-development	
STRATEGIC THINKING: • Applies the SWOT analysis to CalOptima Health's changing environment to identify opportunities for success in order to redirect the company's course, create realistic and well-balanced strategic plans, and to meet new targets. Understands the players in our industry, both competitors and allies, and is on top of industry shifts and changes. • Includes key stakeholders in strategic planning.	☐ Outstanding ☐ Exceeds Expectations ☐ Fully Meets Expectations ☐ Needs Development ☐ Unacceptable
List specific examples or details of past performance and self-development	

DECISION MAKING/PROBLEM SOLVING: • Uses sound and consistent judgment when analyzing situations and making decisions that would impact both the department and the entire organization; able to identify potential problems and offers multiple solutions; is conscientious of the department resources. • Able to make decisions even when conditions are uncertain, or information is not available by using the correct balance of logic and intuition; discusses decision and its impact with those who will be affected; the group benefits from input in problem solving and brainstorming sessions. • Reliable, persistent worker who keeps a positive outlook and does not let unexpected problems stop him/her from successfully completing own work; calm under pressure.	☐ Outstanding ☐ Exceeds Expectations ☐ Fully Meets Expectations ☐ Needs Development ☐ Unacceptable
List specific examples or details of past performance and self-development	
PREVIOUS MANAGER'S COMMENTS (if applicable):	
List goals that will sustain and/or improve performance, and how they will be measured/evaluated during the next review period:	
FINAL OVERALL RATING	Outstanding Exceeds Expectations Fully Meets Expectations Needs Development Unacceptable

Manager's/Evaluator's Comments

Manager's/Evaluator's Signature:

Signature Date

Second Level Manager's Comments and Signature:

Signature Date

Employee's Acknowledgement and Comments:

Signature Date

Performance Review – Executive (Directors and Above)

EMPLOYEE INFORMATION

EMPLOYEE	JOB TITLE	DEPARTMENT
SUPERVISOR/EVALUATOR	REVIEW PERIOD to	

SELF REVIEW: In the following section, provide your responses to the following questions for the review period April 1, XXXX, through March 31, XXXX.

1) **What did you do well that impacted or demonstrated your performance? (Examples: accomplishments, self-development, projects, productivity, collaboration, customer service)**
2) **What are you continuing to work on that you set as goal(s) from last year?**
3) **What opportunities for growth, future goals or enhancement to your position will sustain and/or improve your performance?**

1)

2)

3)

Manager Review: ***Below are the Core Competencies to be completed by your manager***

CORE BEHAVIORAL COMPETENCIES

This section describes the core competencies required for successful employee performance for this CalOptima Health position. In the space provided, mark the appropriate rating with an "x" and provide comments as needed. Evaluate the employee on each factor relevant to the job duties and responsibilities by indicating to what degree the employee demonstrates the overall skill or behavior on the job.

Competency Rating Scale Definitions:

Outstanding – Performance **regularly exceeds** job expectations due to **exceptionally high quality** of work in all essential areas of responsibility, resulting in outstanding contribution. Reserved for truly outstanding performance.

Exceeds Expectations - **Often** demonstrates behaviors that go **above and beyond** expectations in order to achieve exceptional performance or intended results.

Fully Meets Expectations - Demonstrates effective and desired behaviors that **consistently** meet **expected** performance standards.

Needs Development - Demonstrates **some** desired behaviors or uses behaviors **inconsistently**. Requires some development/improvement.

Unacceptable - Rarely demonstrates competency behaviors. **Does not meet** performance standards. Requires **significant** and **immediate** improvement

COMMUNICATION: • Communicates well with others in both verbal and written form by adapting tone, style and approach based on people's perspectives and situations. Organizes thoughts, expresses them clearly and respectfully. • Listens attentively to ideas of others; cooperates and builds good working relationships with others. • Provides colleagues with regular and reliable information, including updates on own activities/decisions, and is well-prepared when speaking in front of a group; presentations are clear and informative.	☐ Outstanding ☐ Exceeds Expectations ☐ Fully Meets Expectations ☐ Needs Development ☐ Unacceptable
List specific examples or details of past performance and self-development	
CUSTOMER FOCUS (internal and/or external) • Actively listens and follows up/through on customer inquiries/requests in a timely, professional, courteous, and sensitive manner; ensures clear and frequent communication with customers about progress, changes and status; takes responsibility for correcting customer problems. • Demonstrates a good understanding of company/department procedures for handling customer complaints; knows when to bring in help/use the chain of command for problems beyond ability. • Demonstrates collaborative relationships with others. • Viewed as a team player. Assists others in achieving their goals.	☐ Outstanding ☐ Exceeds Expectations ☐ Fully Meets Expectations ☐ Needs Development ☐ Unacceptable
List specific examples or details of past performance and self-development	
LEADERSHIP: • Communicates high level priorities and objectives, a compelling and strategic vision, which is innovative and future-oriented, and creates buy-in at various levels of the organization for each fiscal year. • Manages, inspires, motivates, develops, reviews, and supports the growth of the organization and department staff.	☐ Outstanding ☐ Exceeds Expectations ☐ Fully Meets Expectations ☐ Needs Development ☐ Unacceptable
List specific examples or details of past performance and self-development	
STRATEGIC THINKING: • Applies the SWOT analysis to CalOptima Health's changing environment to identify opportunities for success in order to redirect the company's course, create realistic and well-balanced strategic plans, and to meet new targets. Understands the players in our industry, both competitors and allies, and is on top of industry shifts and changes. • Includes key stakeholders in strategic planning.	☐ Outstanding ☐ Exceeds Expectations ☐ Fully Meets Expectations ☐ Needs Development ☐ Unacceptable
List specific examples or details of past performance and self-development	

DECISION MAKING/PROBLEM SOLVING: • Uses sound and consistent judgment when analyzing situations and making decisions that would impact both the department and the entire organization; able to identify potential problems and offers multiple solutions; is conscientious of the department resources. • Able to make decisions even when conditions are uncertain, or information is not available by using the correct balance of logic and intuition; discusses decision and its impact with those who will be affected; the group benefits from input in problem solving and brainstorming sessions. • Reliable, persistent worker who keeps a positive outlook and does not let unexpected problems stop him/her from successfully completing own work; calm under pressure.	☐ Outstanding ☐ Exceeds Expectations ☐ Fully Meets Expectations ☐ Needs Development ☐ Unacceptable

List specific examples or details of past performance and self-development
PREVIOUS MANAGER'S COMMENTS (if applicable):
List goals that will sustain and/or improve performance, and how they will be measured/evaluated during the next review period:

FINAL OVERALL RATING	Outstanding Exceeds Expectations Fully Meets Expectations Needs Development Unacceptable

Manager's/Evaluator's Comments

Manager's/Evaluator's Signature:

Signature Date

Second Level Manager's Comments and Signature:

Signature Date

Employee’s Acknowledgement and Comments:

Signature Date

CALOPTIMA HEALTH EXECUTIVE INCENTIVE PROGRAM

The Executive Incentive Plan is an annual plan for the members of CalOptima Health's executive team that provides a monetary reward for superior performance based on the achievement of predetermined goals and objectives. The amount of incentive awarded to participants is determined based on goal achievement scores and the availability of budget for incentive payments.

A. Purpose: To align the performance of CalOptima Health's executive staff towards the accomplishment of the agency's long-term strategic plan and to reward outstanding accomplishment of annual key business strategies and initiatives.

B. Eligibility: To be eligible to participate in the Executive Incentive Plan, an employee must be in an executive level position with job titles containing the designation of "Chief" or "Executive."

C. Goals and Objectives: Specific performance goals and objectives are established by the Chief Executive Officer and members of the executive team. Each goal is assigned a weighted percentage, and a description/measure of accomplishment. Goals are established using the following guidelines.

- Linkage to organization strategy
- Stretch objectives with a reasonable probability of attainment
- Consistency in approach across departments
- Encouragement of teamwork among leadership team and the organization, and
- Simple to understand, communicate and administer

D. Performance Period: Accomplishment of goals and objectives will be determined based on performance during the fiscal year (July 1 to June 30).

E. Incentive Opportunity: Goals and objectives are assigned accomplishment points. A minimum score of 50 points is required to be eligible for incentive compensation. The maximum points awarded is 100. The maximum incentive award is ten percent (10%) of the participant's annual base compensation at the time the incentive is calculated. The amount can be prorated based on the number of months of participation in the plan. In order to receive an incentive award, the participant must be an active employee at the time the award is paid out. The range of the potential incentive for Executive Staff is contingent upon a range of performance based upon the goals and objectives established by the Chief Executive Officer. Based upon the total accomplishment points received, the incentive opportunities may be determined based upon a performance matrix, as an example, as follows:

Points	Category	Description	Incentive as Percentage of Base Pay
Below 50	Below Threshold	The minimum level of performance was not achieved	0%

Points	Category	Description	Incentive as Percentage of Base Pay
50-60	Threshold	The minimum level of performance which must be achieved before an incentive is paid	0-4%
60-70	Target	The level of performance which generally equates to the achievement of some but not all goals and objectives	4-6%
70-85	Commendable	The level of performance where the combination of personal effort and business produce an above average return for the organization	6-8%
85-100	Outstanding	The very superior level of performance which occasionally occurs when all circumstances come together to produce very high returns for the organization.	8-10%

F. Modification of Plan: The CEO may modify the plan for business need at any time. Participation in the plan is subject to the approval of the CEO. Participation in any single year does not predict participation in subsequent years.

Sample Form

Executive Incentive Goals for FY____- ____

Strategic Priority	Goals	Weight (%)	Description / Measure(s) of Accomplishment / Points Available	Points Earned	Owner(s)	Comment/Notes
Quality Programs and Services	*Goal XYZ*	*10*	*Implement by Q1. Program rolled out to all users. 0 – 25, 0 if not met, 25 if fully met.*	*15*	*Chief Operating Officer*	*Partial completion.*
Culture, Learning and Innovation						
Financial Stability						
Strong Internal Processes						
Community Outreach						

Strategic Priority	Goals	Weight (%)	Description / Measure(s) of Accomplishment / Points Available	Points Earned	Owner(s)	Comment/Notes
			Total Score			

CALOPTIMA HEALTH EXECUTIVE INCENTIVE PROGRAM

The Executive Incentive Plan is an annual plan for the members of CalOptima Health's executive team that provides a monetary reward for superior performance based on the achievement of predetermined goals and objectives. The amount of incentive awarded to participants is determined based on goal achievement scores and the availability of budget for incentive payments.

A. Purpose: To align the performance of CalOptima Health's executive staff towards the accomplishment of the agency's long-term strategic plan and to reward outstanding accomplishment of annual key business strategies and initiatives.

B. Eligibility: To be eligible to participate in the Executive Incentive Plan, an employee must be in an executive level position with job titles containing the designation of "Chief" or "Executive."

C. Goals and Objectives: Specific performance goals and objectives are established by the Chief Executive Officer and members of the executive team. Each goal is assigned a weighted percentage, and a description/measure of accomplishment. Goals are established using the following guidelines.

- Linkage to organization strategy
- Stretch objectives with a reasonable probability of attainment
- Consistency in approach across departments
- Encouragement of teamwork among leadership team and the organization, and
- Simple to understand, communicate and administer

D. Performance Period: Accomplishment of goals and objectives will be determined based on performance during the fiscal year (July 1 to June 30).

E. Incentive Opportunity: Goals and objectives are assigned accomplishment points. A minimum score of 50 points is required to be eligible for incentive compensation. The maximum points awarded is 100. The maximum incentive award is ten percent (10%) of the participant's annual base compensation at the time the incentive is calculated. The amount can be prorated based on the number of months of participation in the plan. In order to receive an incentive award, the participant must be an active employee at the time the award is paid out. The range of the potential incentive for Executive Staff is contingent upon a range of performance based upon the goals and objectives established by the Chief Executive Officer. Based upon the total accomplishment points received, the incentive opportunities may be determined based upon a performance matrix, as an example, as follows:

Points	Category	Description	Incentive as Percentage of Base Pay
Below 50	Below Threshold	The minimum level of performance was not achieved	0%

Points	Category	Description	Incentive as Percentage of Base Pay
50-60	Threshold	The minimum level of performance which must be achieved before an incentive is paid	0-4%
60-70	Target	The level of performance which generally equates to the achievement of some but not all goals and objectives	4-6%
70-85	Commendable	The level of performance where the combination of personal effort and business produce an above average return for the organization	6-8%
85-100	Outstanding	The very superior level of performance which occasionally occurs when all circumstances come together to produce very high returns for the organization.	8-10%

F. Modification of Plan: The CEO may modify the plan for business need at any time. Participation in the plan is subject to the approval of the CEO. Participation in any single year does not predict participation in subsequent years.

Sample Form

Executive Incentive Goals for FY____- ____

Strategic Priority	Goals	Weight (%)	Description / Measure(s) of Accomplishment / Points Available	Points Earned	Owner(s)	Comment/Notes
Quality Programs and Services	*Goal XYZ*	*10*	*Implement by Q1. Program rolled out to all users. 0 – 25, 0 if not met, 25 if fully met.*	*15*	*Chief Operating Officer*	*Partial completion.*
Culture, Learning and Innovation						
Financial Stability						
Strong Internal Processes						
Community Outreach						

Strategic Priority	Goals	Weight (%)	Description / Measure(s) of Accomplishment / Points Available	Points Earned	Owner(s)	Comment/Notes
			Total Score			

Policy:	GA.8059
Title:	**Attendance and Timekeeping**
Department:	Human Resources~~CalOptima Health~~
Section:	Not Applicable~~Human Resources~~
CEO Approval:	*/s/*
Effective Date:	09/06/2018
Revised Date:	TBD
Applicable to:	☐ Medi-Cal ☐ OneCare ~~☐ OneCare Connect~~ ☐ PACE ☒ Administrative

For 2023.04.BOD Review Only

I. PURPOSE

This policy provides employees and leaders with timekeeping guidelines to manage attendance requirements.

II. POLICY

A. CalOptima Health is a public agency and health plan that provides valuable services to eligible Members in Orange County. To accomplish this mission, it is imperative that every employee be present and ready to work when scheduled in order to maintain excellent service to our Members throughout the business day during CalOptima Health's core business hours. CalOptima Health provides eligible employees with paid time off (PTO), holidays, and one (1) flexible holiday throughout the year to enable them to take time off from work for activities such as rest ~~and~~, recreation ~~and to recover~~, recovery from injury and illness or other personal activities.

B. Regular, predictable, and reliable attendance is an essential function of all job positions at CalOptima Health, and the responsibility of each employee ~~at CalOptima Health.~~. CalOptima Health's policies and practices are established pursuant to principles of public accountability. Employees are expected to be punctual and report to work at the start of their scheduled shift, observe the time limits for scheduled ~~break~~breaks and meal breaks, and not leave work earlier or later than scheduled without prior approval from their immediate supervisor. Efficient business operations depend on the reliability of all employees.

C. Directors, managers, and supervisors are accountable to ensure that attendance and timekeeping policies and procedures are adhered to and to monitor their employees' attendance on a daily basis and address unsatisfactory attendance issues in a timely and consistent manner.

D. Work Schedule

1. An employee's schedule is determined by the employee's immediate supervisor, or the department supervisor based on CalOptima Health's core business hours to ensure coverage, where applicable.

Back to Item

Back to Agenda

2. An employee is assigned their work schedule by their immediate supervisor prior to or within their first week of employment.

3. An employee's immediate supervisor shall notify an employee of a change to the employee's work schedule in a timely manner. At least one (1) ~~weeks'~~week notice is a recommended best practice, unless the change involves a 9/80 Work Schedule, which requires at least two (2) weeks' notice for non-exempt employees. All changes must have an effective date on the first day of a future pay period.

4. Non-exempt employees on a 9/80 Work Schedule must follow their exact scheduled hours on their eight (8)-hour day. If there is a need to switch the scheduled 9/80 day off to another day for a non-exempt employee, it must be done in the same work week.

5. As a public agency, CalOptima Health with the exception outlined in Section II.D.5.a., is not subject to California labor laws regarding meal and rest period requirements. ~~The~~Similarly, the federal Fair Labor Standards Act (FLSA), which CalOptima Health is subject to, does not mandate meal and rest periods. ~~While~~However, while not required to provide meal and rest periods under FLSA, CalOptima Health recognizes how important it is to have a break during the workday. Meal breaks are included in all default assigned work schedules and CalOptima Health requires that all employees work within their scheduled times for shift start, meal break start, meal break end, and shift end. Supervisors can assign alternate individual meal and rest periods consistent with applicable CalOptima Health policies.

   a. Non-exempt employees who provide direct patient care or support direct patient care in a general acute care hospital, clinic or public health setting will be provided unpaid meal periods and paid rest time as follows:

      i. One (1) unpaid thirty (30)-minute meal period on shifts over five (5) hours and a second (2^{nd}) unpaid thirty (30)-minute meal period on shifts over ten (10) hours. The first meal period must be provided before the end of the fifth (5^{th}) hour of work and the second meal period before the end of the tenth (10^{th}) hour of work. If the employee's total hours do not exceed six (6) hours, the unpaid thirty (30)-minute meal period may be waived when the employee initiates such a request and receives supervisor approval in advance of the scheduled meal period. Supervisors need not ensure meal periods are taken but must provide employees the ability to take uninterrupted thirty (30)-minute meal periods in which they are relieved of all duties and the employee is not discouraged or impeded from taking the meal period(s).

      ii. One (1) ten (10)-minute paid rest period for every four (4) hours worked or major fraction thereof. The ten (10)-minute rest period(s) cannot be waived and will run concurrently with any other rest period. If an employee works less than three (3) hours and thirty (30) minutes, a rest period is not required.

6. Non-exempt employees are prohibited from off-the-clock work, including prior to clocking-in for the day, following clocking-out for the day, and during meal breaks. Non-exempt employees who need to obtain remote access into CalOptima Health's system shall not perform any work prior to clocking-in for the day, and are encouraged to discuss computer system issues and access issues with their immediate supervisors to ensure any compensable work time is addressed, but should refrain from performing CalOptima Health-related work until they have clocked-in. Between logging into CalOptima Health's system and clocking-in, employees shall not perform CalOptima Health-related work and are free to attend to personal matters if waiting to clock-in. If an employee experiences a delay in logging into CalOptima Health's system of

For 2025 BOD Review Only

over ten (10) minutes, the employee should promptly contact Information Services to resolve such delays.

7. For non-exempt employees who work from a Remote Work Location (other than the Central Worksite), commute time may be compensated and included as part of the workday only if all of the following apply:

   a. The employee is required to be onsite at the Central Worksite for meetings, training or other events as determined by the employee's leadership ~~in~~after the ~~middle~~start of the employee's workday; and

   b. The commute to or from the employee's Remote Work Location and CalOptima Health occurs ~~in~~after the ~~middle~~start of the ~~non-exempt~~ employee's workday; and

   c. The employee cannot work from the Central Worksite for the entire workday.

E. Timekeeping Requirements

1. Non-exempt employees shall accurately record their time in and time away from work, including unpaid meal breaks, in CalOptima Health's timekeeping system on a daily basis. Daily time entry is required to ensure employees are paid based on the actual time worked. CalOptima Health's timekeeping system will not round up or down an employee's time and will capture the time worked based on clock-in/clock-out timestamps.

2. The immediate supervisor shall approve and/or correct the non-exempt employee's time record on a daily basis.

3. The time record for the non-exempt employee will include the total ~~hours~~time worked each day, including all regular and overtime ~~hours~~ worked, any Absence(s), Tardiness, or time Leaving Early, and unpaid time taken for meal breaks.

4. Exempt~~-~~ employees' agreed upon work schedule and requested time off are recorded and tracked in the timekeeping system. Exempt employees are responsible for timely notifying their immediate supervisors of any deviations from their scheduled shift consistent with applicable CalOptima Health policies and department requirements.

F. Overtime

1. When business requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime ~~hours~~. A non-exempt employee will be expected to work overtime when necessary to meet business needs, and non-exempt employees will be paid time-and-a-half ~~overtime accordingly~~ for any overtime worked in the FLSA workweek. Exempt employees are not eligible for overtime payment, ~~but exempt employees~~even though they are expected to work beyond ~~the~~ forty (40~~) hour~~) hours in the workweek when business needs require. CalOptima Health does not provide "comp time" to non-exempt or exempt employees for ~~hours~~time worked beyond ~~the~~ forty (40~~) hour~~) hours in the workweek.

2. When possible, an employee's immediate supervisor will provide advance notice of mandatory overtime.

3. A non-exempt employee may not work overtime without prior authorization from their immediate supervisor.

For 20230504 BOD Review Only

4. Non-exempt employees are not permitted to start work early, finish work late, work during scheduled meal break~~,~~(s), take work home, work on weekends, or perform any other unauthorized schedule deviations and/or overtime work without prior authorization from their immediate supervisors. A non-exempt employee may receive corrective action for working outside of their normal schedule without prior authorization.

III. PROCEDURE

A. Scheduled Absence

1. A Scheduled Absence occurs when an employee's time-off is arranged and approved in advance with notice to the employee's immediate or department supervisor consistent with applicable CalOptima Health Policies or within the specific time frame defined by the department.

2. Employees may use PTO for Scheduled Absences as described in CalOptima Health Policy GA.8018: Paid Time Off (PTO).

3. Employees may also take time off for Scheduled Absences consistent with other applicable CalOptima Health Policies, including, but not limited to CalOptima Health Policies: GA.8037: Leave of Absence~~;~~, GA.8038: Personal Leave of Absence~~;~~, GA.8039: Pregnancy Disability Leave of Absence~~;~~ and Lactation Accommodation, GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA ~~Leave)~~ Leaves of Absence~~;~~, and GA.8041: Workers' Compensation Leave of Absence.

B. Unscheduled Absence

1. Employees may occasionally incur an Unscheduled Absence. Regardless of the reason for the Unscheduled Absence:

   a. The employee must personally notify their immediate supervisor as far in advance as possible, but no later than one (1) hour prior to the start of the employee's scheduled shift or within the specific time frame defined by the department.

      i. If the supervisor cannot be reached, the employee is expected to notify the department head or other designated department contact.

      ii. If the employee is unable to call, they must have someone make the call on their behalf as soon as possible or no later than end of scheduled shift, unless the situation makes this impossible, then as soon as reasonably practical under the circumstances.

   b. Without disclosing specific health, medical, or genetic information, the employee must provide a reason for the Unscheduled Absence and the expected date of return or time of arrival.

   c. The employee who is late for work may not stay on duty beyond their regular scheduled shift to make up for the lost time unless specifically authorized to do so by their immediate supervisor.

   d. Employees must call in each day they will be absent or tardy unless they are on an approved Leave of Absence (LOA).

For 20230504 BOD Review Only

2. An immediate supervisor may grant an Authorized Absence for an Unscheduled Absence if the employee meets the three (3) criteria for an Authorized Absence as described in Section III.C.1.

3. Failure of the employee to contact~~-~~ their immediate supervisor or designated department contact in a timely manner may be counted as an Occurrence as described in Section III.J.

C. Authorized Absence

1. An Authorized Absence or excused absence occurs when all of the following conditions are met:

   a. The employee provides sufficient notice (a minimum of one (1) hour prior to the start of the scheduled work time or within the specific time frame defined by the department) to their immediate supervisor prior to the commencement of their shift;

   b. Such Absence request is approved by their immediate supervisor; and

   c. The employee has:

      i. Sufficient accrued PTO to cover such absence unless otherwise allowed by company policy (i.e., LOA, bereavement, jury duty); or

      ii. The immediate supervisor or manager waives this requirement and allows the absence to be an unpaid absence because the employee has not accrued sufficient PTO; or

      iii. Exceptions as defined by the department.

2. The employee's immediate supervisor may waive the notice requirement when it is warranted by the circumstance involved (example, when an employee has an emergent situation and cannot call).

3. An employee's immediate supervisor may approve up to five (5) consecutive scheduled workdays of Authorized Absences.

4. Absences of more than five (5) consecutive scheduled workdays for an illness or pre-planned ~~surgery~~health-related procedure must be submitted to and approved by HR for Leave of Absence consideration in accordance with CalOptima Health Policy GA.8037: Leave of Absence.

5. Use of PTO for pre-planned scheduled time off (non-LOA) with supervisor approval (e.g., vacation) does not require HR approval.

6. An approved LOA that is covered by CalOptima Health policies, State or Federal laws, including, but not limited to, Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL), and Paid Sick Leave~~, and Kin Care~~ is considered to be an Authorized Absence.

7. Exempt employees are expected to work a minimum of eighty (80) hours per pay period, excluding holiday weeks, and as a result, are eligible to work a flexible schedule, where appropriate, based on CalOptima Health's core business hours as determined by their immediate supervisor. Exempt employees requesting an occasional, short-term Scheduled Absence for a partial day may elect to make up time away from work within the same pay period or use accrued PTO if the employee does not otherwise make up the time off within the same pay period. An exempt employee who has exhausted all of their accrued PTO must enter in unpaid time off for full day absences if the employee does not otherwise make up the time off within the

For 20250504 BOD Preview Only

same pay period. Based on principles of public accountability, CalOptima Health will reduce the pay of an exempt employee for absences for personal reasons or because of illness or injury of one (1) full workday when accrued PTO is not used by an employee because:

a. Permission for its use has not been sought or has been sought and denied; or

b. Accrued PTO has been exhausted; or

c. ~~-~~The employee chooses to use leave without pay.

8. Failure to meet the above requirements may result in corrective action, up to and including termination~~, depending on the circumstances~~.

D. Unauthorized Absence

1. An Unauthorized Absence occurs when an employee misses one (1) hour or more of their scheduled shift without prior approval and when one (1), or more, of the four (4) conditions listed under Authorized Absence are not met.

2. If an employee fails to provide a doctor's note on the first day back after ~~four (4)~~more than three (3) consecutive days ~~or more on personal and unprotected sick time~~off without pre-approval, then the days are considered Unauthorized Absences and an Occurrence will be imposed.

3. If a non-exempt employee is scheduled to work approved overtime and either fails to report or reports after the scheduled start time, it will be considered ~~as~~ an Unauthorized Absence and an Occurrence will be imposed.

4. Unauthorized Absences may result in corrective action, up to and including termination~~,~~ ~~depending on the surrounding circumstances.~~.

E. Department Specific Attendance Guidelines

1. Departments may establish guidelines for scheduling and reporting Absences or time away from work that meets their specific business needs.

a. The guidelines must meet the basic requirements of CalOptima Health policies.

b. A department must submit their guidelines in writing to HR for approval.

c. If department specific guidelines have been established, employees are to follow the procedures of their respective department to the extent such procedures do not conflict with applicable laws.

2. In the absence of a department-specific guideline or directive on attendance, a department shall adhere to the guidelines included in this Policy.

F. Timekeeping Guidelines

1. Employees are required to follow established guidelines for recording their hours worked.

2. A non-exempt employee is required to record time in the Timekeeping system and to clock in at the start of the scheduled shift and clock out at the end of their scheduled shift, as well as clock

For 20230504 BOD Review Only

out at the beginning of their scheduled meal break and clock in at the end of their scheduled meal break.

3. If there is a problem recording a clock in/out, a non-exempt employee must notify their immediate supervisor in writing, no later than the conclusion of the shift.

4. Non-exempt employees who consistently fail to accurately and timely clock in/out may receive corrective action, up to and including termination of employment.

5. Excessive missed clock in/out will constitute an Occurrence as prescribed ~~below~~ in Section III.J.2 of this Policy.

   a. Failure to clock in/out at the beginning and/or end of their scheduled shift;

   b. Failure to clock in/out for their meal break period;

   c. Failure to accurately and timely report time worked; and/or

   d. Clocking in/out and/or early/late for a scheduled shift without prior approval from the non-exempt employee's immediate supervisor.

6. Clocking in/out for another employee or having another employee clock in/out for the employee constitutes falsification of timekeeping records and is grounds for immediate termination for one (1) or both employees, depending on the circumstances.

7. Misrepresentations of work hours violate this Policy and the CalOptima Health Code of Conduct. Misrepresentation includes working or volunteering for another employer or organization during the same hours or schedule as their position with CalOptima Health. Secondary employment that would create a conflict of interest is prohibited. Employees are to submit the Employee Report of Outside Interest and/or Other employment for approval in accordance with CalOptima Health Policy GA.8012 Conflicts of Interest. Any employee who knowingly misrepresents or falsifies documentation about their time worked will be subject to corrective action, up to and including termination from employment.

8. Warnings received under this Policy will affect an employee's ability to ~~internally apply and~~ be considered for open positions.

9. Exempt employees are not required to complete timecards; however, exempt employees are expected to work a regular work schedule based on CalOptima Health's core business hours and should notify their supervisors in advance of any deviations from their normal work schedule and accurately record any exceptions to their regular work schedule, including, but not limited to:

   a. Use of PTO when an employee does not otherwise make up time away from work during the same pay period; and

   b. Unpaid time off when an exempt employee has exhausted their PTO, does not work a full day ~~or works less than a full day~~, and does not otherwise make up the full ~~day or partial~~ day away from work during the same pay period.

G. Supervisor Guidelines:

For 20230504 BOD Review Only

1. Supervisors or managers of non-exempt employees shall:

    a. Review and approve time records submitted by employees in the ~~timekeeping~~Timekeeping system on a ~~daily~~regular basis.

    b. Review and approve all time records submitted by these employees no later than 12 p.m. PST/PDT on the Monday following the week in which the time was worked, unless otherwise notified by payroll or HR.

    c. Monitor and address attendance issues timely and consistently.

    d. Schedule required on-site meetings, training~~s~~ or other events in a manner that effectively minimizes commute time in the middle of a workday for non-exempt employees.

2. Supervisors or managers of exempt employees shall:

    a. Review and approve time worked in the Timekeeping system on a weekly basis;

    b. Review and approve time away from work requests; and

    c. Review and approve all worked time by these employees no later than 12 p.m. PST/PDT on the Monday following the week in which the time was worked, unless otherwise notified by payroll or HR.

3. There may be situations where it is not possible for a supervisor or manager to review time worked on a timely basis. These circumstances include, but are not limited to:

    a. When the employee failed to record or submit their time worked in a timely manner;

    b. When the supervisor or manager is out of the office and does not have access to the Timekeeping system; and/or

    c. When further investigation is needed regarding the time recorded and/or submitted to determine whether it is appropriate for approval.

4. When the immediate supervisor is not available to review their employees' time worked, the immediate supervisor's manager/director shall review and approve the employees' time worked in the Timekeeping system.

5. Supervisors or managers who fail to review and approve submitted time before the applicable deadline or fail to review/approve time at all may be subject to corrective action.

6. CalOptima Health retains the right to apply ~~the appropriate level of~~ corrective action, as ~~circumstances require~~deemed necessary.

7. Warnings received under this Policy will affect a supervisor's or manager's ability to ~~internally apply and~~ be considered for open positions and from bonus consideration as per the guidelines and eligibility of those programs.

8. An employee is not permitted to approve their own time under any circumstance.

H. Noncompliance

For 2025 BOD Review Only

1. Unscheduled Absences and Unauthorized Absences are to be handled expeditiously and fairly by leaders, including consistent policy application within each department.

2. Noncompliance includes:

    a. Failure to give timely notice of an Unscheduled Absence (no call, no show).

    b. Excessive Absenteeism, including, but not limited to:

        i. Multiple occurrences of Unscheduled/Unauthorized Absences, full day or partial day, is to be noted and documented by the immediate supervisor in a timely and consistent manner.

        ii. An Absence may be counted as an Occurrence as described in Section III.J.

        iii. Unscheduled/Unauthorized Absence is considered excessive when the employee has three (3) or more Unauthorized/Unscheduled Occurrences within a rolling twelve (12)-month period.

    c. Excessive Tardiness

        i. A late arrival of fifteen (15) minutes or more, or the specific timeframe as defined by the department, past the scheduled shift start time is considered tardy.

        ii. A pattern of unexcused late arrivals and/or returning late from break/meal breaks is also considered tardy and is to be noted and documented by the immediate supervisor in a timely and consistent manner.

        iii. Tardiness may be counted as an Occurrence as described in Section III.J.

        iv. Tardiness is considered excessive when the employee has eight (8) Occurrences in a rolling twelve (12)-month period. When consecutive multiple occurrences [i.e., five (5) occurrences in one (1) week] take place, these may also be considered excessive.

    d. Excessive Leave Early

        i. Leaving fifteen (15) minutes or more, or the specific time frame as defined by the department, before the end of scheduled work shift is considered to be Leave Early.

        ii. A pattern of Leaving Early before the end of the scheduled work shift, or prior to a scheduled break/meal break is to be noted and documented by the immediate supervisor in a timely and consistent manner.

        iii. A Leave Early may be counted as an Occurrence as described in Section III.J.

        iv. Leaving Early is considered excessive when the employee has three (3) or more Occurrences of Leaving Early from their scheduled shift and/or scheduled break/meal break without prior approval within a rolling twelve (12)-month period.

    e. Excessive Missed Clocking In or Out

        i. Three (3) incidents of failing to clock-in or clock-out of a scheduled shift and/or scheduled meal break within a thirty (30) business day period is considered excessive.

For 20230504 BOD Review Only

3. Frequent or excessive incidents of not following CalOptima Health's and/or the departmental attendance and punctuality requirements, notification procedures and/or the guidelines in this policy, including no-call/no-show, will be addressed ~~by HR~~ in accordance with the CalOptima Health Policy GA.8022: Performance and Behavior Standards.

I. Patterns of Absence, Leave Early, or Tardiness

1. The following may be considered patterns of excessive or unacceptable attendance issues:

   a. Pattern of Unscheduled Absences, Leave Early, or Tardiness on Fridays, Mondays, or other specific days.

   b. Pattern of Unscheduled Absences, Leave Early, or Tardiness on ~~days~~time previously requested off but ~~could~~ not approved ~~due to business needs~~.

   c. Pattern of Unscheduled Absences, Leave Early, or Tardiness around the holidays, i.e., preceding or following a holiday or scheduled day off.

2. If a pattern of unscheduled usage of accrued PTO and/or unpaid time off is noticed, the immediate supervisor should work with HR on managing the corrective action process and addressing the issues with the employee.

   a. When an employee has been previously counseled under CalOptima Health Policy GA.8022: Performance and Behavior Standards, the totality of the circumstances will be assessed when determining further action.

   b. For situations involving corrective actions or termination of employment, the immediate supervisor or manager should consult with HR prior to taking action.

3. As timely and regular attendance is a performance expectation and condition of employment at CalOptima Health, employees who have exhibited unsatisfactory attendance during the year will have the behavior documented in their annual performance evaluation.

4. When the employee fails to report to work without giving notice to and/or receiving authorization from their immediate supervisor for three (3) consecutive scheduled workdays, the employee is considered to have resigned, unless the situation makes this impossible.

J. Occurrence

1. Incidents of an employee's Unscheduled or Unauthorized Absence, Tardiness, or Leaving Early should be documented by the immediate supervisor.

2. In the case of frequent or excessive incidents, each Occurrence may be calculated as follows:

OCCURRENCE	**POINTS**
Unauthorized Absence - one (1) or more consecutive day(s) of Absence(s) for the same reason	1 point for each Absence
Unscheduled Absence - one (1) or more day(s) of Absence for different reasons	1 point for each day
Unscheduled Absence (partial day) - over one (1) hour of Absence.	0.5 point for each incident

For 20230504 BOD Review Only

OCCURRENCE	POINTS
Tardiness or Leaving Early (15 or more minutes*)	0.5 point for each incident
Excessive Missed Clocking In or Out three (3) incidents within a thirty (30) business day period	0.5 point for each incident

* Or the specific time frame as defined by the department

3. Absences due to injuries or illness that qualify under applicable laws and CalOptima Health Policies will not be counted ~~against~~as an ~~employee~~occurrence.

   a. Documentation within the guidelines of the applicable laws may be required in these instances.

   b. CalOptima Health will comply with the requirements of applicable federal, state~~-~~, and/or local laws that are relevant to this Policy.

4. The following will not be included when considering the employee's attendance record:

   a. An approved LOA;

   b. ~~"Kin Care" or "Protected~~"Paid Sick Leave" time using PTO in accordance with CalOptima Health Policy GA.8018 Paid Time Off (PTO);

   c. Child-Related activities defined under Labor Code Section 230.8;

   d. Work~~-~~related injuries~~;~~ or illnesses; or

   e. ~~As a~~A reasonable accommodation under the Americans with Disabilities Act~~.~~ or Fair Employment and Housing Act.

5. The immediate supervisor should properly document each occurrence of Unauthorized Absence, Tardiness, and/or Leave Early.

6. Patterns or issues with attendance should first be discussed with the employee. The immediate supervisor may partner with HR to discuss the attendance issue(s).

K. Performance Management Guidelines

1. When notified of an attendance issue by the employee's immediate supervisor, manager, or director, HR shall review an employee's attendance record and may ~~institute~~approve corrective action for excessive Unscheduled Absences, Tardiness, or Leaving Early dating from the most recent occurrence to the prior twelve (12) months. All corrective actions and job performance issues will be taken into consideration when determining a level of corrective action, up to and including termination.

2. CalOptima Health may apply the following guidelines, with management discretion, based on circumstances. These guidelines do not account for other job performance or behavioral issues and shall not be the exclusive guide if management is addressing multiple issues in addition to attendance and timekeeping. The guidelines are based on attendance and timekeeping issues on a rolling twelve (12)-month calendar:

Coaching Memo	Documented Counseling Memo	Written Warning	Final Warning	Possible Termination

For 20230504 BOD Review Only

Three (3) or more points	Four (4) or more points	Six (6) or more points	Eight (8) or more points	Nine (9) or more points

3. Employees are not guaranteed a right to corrective action prior to termination and can be terminated at any time. CalOptima Health may, at its sole and complete discretion, apply corrective action guidelines on a case-~~-~~by-~~-~~case basis; however, no formal order or system is necessary. CalOptima Health may terminate an employee at any time without following any particular series of steps.

IV. ATTACHMENT(S)

Not Applicable

V. REFERENCE(S)

A. California Labor Code, §§230.8, 233, and 246 *et seq.*
B. California Labor Code, §245 *et seq.*, Healthy Workplaces, Healthy Families Act of 2014
C. California Labor Code, §512.1, Meal and Rest Periods for Hospital Employees
~~B.~~D. CalOptima Health Code of Conduct
E. CalOptima Health Policy GA.8012: Conflicts of Interest
~~C.~~F. CalOptima Health Policy GA.8018: Paid Time Off (PTO)
~~D.~~G. CalOptima Health Policy GA.8022: Performance and Behavior Standards
~~E.~~H. CalOptima Health Policy GA.8037: Leave of Absence
~~F.~~I. CalOptima Health Policy GA.8038: Personal Leave of Absence
J. CalOptima Health Policy GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation
~~G.~~K. CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence
~~H.~~L. CalOptima Health Policy GA.8041: Workers' Compensation Leave of Absence
~~I.~~M. Fair Labor Standards Act (FLSA) §§785.18 and 785.19
~~J. Healthy Workplaces, Healthy Families Act of 2014 (Labor Code §245 *et seq.*)~~
~~K.~~N. Title 29, Code of Federal Regulations (C.F.R.), §541.710
~~L.~~O. Title 29, Code of Federal Regulations (C.F.R.), §1630.9

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

VII. BOARD ACTION(S)

Date	Meeting
09/06/2018	Regular Meeting of the CalOptima Board of Directors
12/01/2022	Regular Meeting of the CalOptima Health Board of Directors
TBD	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	09/06/2018	GA.8059	Attendance and Timekeeping	Administrative
Revised	12/01/2022	GA.8059	Attendance and Timekeeping	Administrative

For 20230504 BOD Review Only

Action	Date	Policy	Policy Title	Program(s)
Revised	TBD	GA.8059	Attendance and Timekeeping	Administrative

1

For 20230504 BOD Review Only

IX. GLOSSARY

Term	Definition
Absence	The state of being away or not being present for a portion of or the entire scheduled shift.
Authorized Absence	An absence or deviation from a scheduled shift is authorized when all of the following are met: 1) The employee provides sufficient notice (a minimum of one (1) hour prior to the start of the scheduled work time or within the specific time frame defined by the department) to their immediate supervisor prior the commencement of their shift; 2) Such absence request is approved by their immediate supervisor; and 3) The employee has: a) Sufficient accrued PTO to cover such absence unless otherwise allowed by CalOptima Health policy (i.e., leave of absence, bereavement, jury duty); or b) The immediate supervisor or manager waives this requirement and allows the absence based on the circumstances; or c) Exceptions as defined by the department.
Central Worksite	CalOptima Health's primary physical location of business applicable to the employee, which is either CalOptima Health's administration building at 505 City Parkway West or the PACE building.
Child Related Activities	Participation in activities at child's school or day care facility as permitted under Labor Code section 230.8, which includes: finding, enrolling, or reenrolling a child in a school or with a licensed child care provider; child care provider or school, emergency; request for child to be picked up from school/child care or an attendance policy that prohibits the child from attending or requires the child to be picked up from the school or child care provider; behavioral/discipline problems; closure or unexpected unavailability of school (excluding planned holidays); a natural disaster; or to participate in activities of the school or licensed child care provider of their child, if the employee, prior to taking the time off, gives reasonable notice to CalOptima Health.
Home Office	A designated workspace within the Teleworker's residence.
Leave/Leaving Early	An early departure from the scheduled end time of a work shift and/or the scheduled meal break.
Leave of Absence (LOA)	A term used to describe a scheduled period of time off longer than five (5) days that an employee is to be away from their primary job, while maintaining the status of employee.
Member	A beneficiary of a CalOptima Health Program.
Occurrence	An incident of (1) a period of Unauthorized Absence; (2) Tardiness or late arrival; (3) Leaving Early without prior approval; or (4) Excessive Missed Clocking In or Out.
Scheduled Absence	Any absence planned and approved in advance with notice consistent with applicable CalOptima Health policies.
Remote Work Location	The employee's Home Office or designated pre-approved work location.
Tardiness	The failure of an employee to report on time at the scheduled time of a work shift or return on time from breaks or meal breaks.

For 20230504 BOD Review Only

Term	Definition
Teleworker	An employee who meets CalOptima Health's Teleworker eligibility criteria and is approved to routinely work a portion or all of their regularly scheduled work hours from a Remote Work Location unless business needs require otherwise.
Timekeeping	Process of recording and reporting work arrival, meal breaks, and leave time.
Unauthorized Absence	Any absence when an employee misses one (1) hour or more of their scheduled shift without prior approval and when one (1), or more, of the four (4) conditions listed under Authorized Absence are not met.
Unscheduled Absence	An unplanned Absence, Tardiness or Leaving Early without sufficient notice or approval.
Normal Work Schedule	The normal work schedule is a 5/40 schedule which is five (5) eight (8)- hour days per work week excluding un-paid meal breaks.
9/80 Work Schedule	The 9/80 alternate work schedule consists of eight (8) workdays of nine (9) hours per day and one (1) workday of eight (8) hours, for a total of eighty (80) hours during two (2) consecutive workweeks. The eight (8) hour workday must be on the same day of the week as the employee's regularly scheduled day off. Therefore, under the 9/80 work schedule, one (1) calendar week will consist of forty-four (44) hours (four (4) nine (9)-hour days and one (1) eight (8)-hour day) and the alternating calendar week will consist of thirty-six (36) hours (four (4) nine (9)-hour days and one (1) day off). However, each workweek will only consist of forty (40) hours, in accordance with the 9/80 Fair Labor Standards Act (FLSA) Workweek.

For 20230504 BOD Review Only

Policy:	GA.8059
Title:	**Attendance and Timekeeping**
Department:	Human Resources
Section:	Not Applicable
CEO Approval:	*/s/*
Effective Date:	09/06/2018
Revised Date:	TBD
Applicable to:	☐ Medi-Cal ☐ OneCare ☐ PACE ☒ Administrative

For 20250304 BOD Review Only

I. PURPOSE

This policy provides employees and leaders with timekeeping guidelines to manage attendance requirements.

II. POLICY

A. CalOptima Health is a public agency and health plan that provides valuable services to eligible Members in Orange County. To accomplish this mission, it is imperative that every employee be present and ready to work when scheduled in order to maintain excellent service to our Members throughout the business day during CalOptima Health's core business hours. CalOptima Health provides eligible employees with paid time off (PTO), holidays, and one (1) flexible holiday throughout the year to enable them to take time off from work for activities such as rest, recreation, recovery from injury and illness or other personal activities.

B. Regular, predictable, and reliable attendance is an essential function of all job positions at CalOptima Health, and the responsibility of each employee. CalOptima Health's policies and practices are established pursuant to principles of public accountability. Employees are expected to be punctual and report to work at the start of their scheduled shift, observe the time limits for scheduled breaks and meal breaks, and not leave work earlier or later than scheduled without prior approval from their immediate supervisor. Efficient business operations depend on the reliability of all employees.

C. Directors, managers, and supervisors are accountable to ensure that attendance and timekeeping policies and procedures are adhered to and to monitor their employees' attendance on a daily basis and address unsatisfactory attendance issues in a timely and consistent manner.

D. Work Schedule

1. An employee's schedule is determined by the employee's immediate supervisor, or the department supervisor based on CalOptima Health's core business hours to ensure coverage, where applicable.

2. An employee is assigned their work schedule by their immediate supervisor prior to or within their first week of employment.

Back to Item

Back to Agenda

3. An employee's immediate supervisor shall notify an employee of a change to the employee's work schedule in a timely manner. At least one (1) week notice is a recommended best practice, unless the change involves a 9/80 Work Schedule, which requires at least two (2) weeks' notice for non-exempt employees. All changes must have an effective date on the first day of a future pay period.

4. Non-exempt employees on a 9/80 Work Schedule must follow their exact scheduled hours on their eight (8)-hour day. If there is a need to switch the scheduled 9/80 day off to another day for a non-exempt employee, it must be done in the same work week.

5. As a public agency, CalOptima Health with the exception outlined in Section II.D.5.a., is not subject to California labor laws regarding meal and rest period requirements. Similarly, the federal Fair Labor Standards Act (FLSA), which CalOptima Health is subject to, does not mandate meal and rest periods. However, while not required to provide meal and rest periods under FLSA, CalOptima Health recognizes how important it is to have a break during the workday. Meal breaks are included in all default assigned work schedules and CalOptima Health requires that all employees work within their scheduled times for shift start, meal break start, meal break end, and shift end. Supervisors can assign alternate individual meal and rest periods consistent with applicable CalOptima Health policies.

    a. Non-exempt employees who provide direct patient care or support direct patient care in a general acute care hospital, clinic or public health setting will be provided unpaid meal periods and paid rest time as follows:

        i. One (1) unpaid thirty (30)-minute meal period on shifts over five (5) hours and a second (2^{nd}) unpaid thirty (30)-minute meal period on shifts over ten (10) hours. The first meal period must be provided before the end of the fifth (5^{th}) hour of work and the second meal period before the end of the tenth (10^{th}) hour of work. If the employee's total hours do not exceed six (6) hours, the unpaid thirty (30)-minute meal period may be waived when the employee initiates such a request and receives supervisor approval in advance of the scheduled meal period. Supervisors need not ensure meal periods are taken but must provide employees the ability to take uninterrupted thirty (30)-minute meal periods in which they are relieved of all duties and the employee is not discouraged or impeded from taking the meal period(s).

        ii. One (1) ten (10)-minute paid rest period for every four (4) hours worked or major fraction thereof. The ten (10)-minute rest period(s) cannot be waived and will run concurrently with any other rest period. If an employee works less than three (3) hours and thirty (30) minutes, a rest period is not required.

6. Non-exempt employees are prohibited from off-the-clock work, including prior to clocking-in for the day, following clocking-out for the day, and during meal breaks. Non-exempt employees who need to obtain remote access into CalOptima Health's system shall not perform any work prior to clocking-in for the day, and are encouraged to discuss computer system issues and access issues with their immediate supervisors to ensure any compensable work time is addressed, but should refrain from performing CalOptima Health-related work until they have clocked-in. Between logging into CalOptima Health's system and clocking-in, employees shall not perform CalOptima Health-related work and are free to attend to personal matters if waiting to clock-in. If an employee experiences a delay in logging into CalOptima Health's system of over ten (10) minutes, the employee should promptly contact Information Services to resolve such delays.

For 20230504 ROD Review Only

7. For non-exempt employees who work from a Remote Work Location (other than the Central Worksite), commute time may be compensated and included as part of the workday only if all of the following apply:

    a. The employee is required to be onsite at the Central Worksite for meetings, training or other events as determined by the employee's leadership after the start of the employee's workday; and

    b. The commute to or from the employee's Remote Work Location and CalOptima Health occurs after the start of the employee's workday; and

    c. The employee cannot work from the Central Worksite for the entire workday.

E. Timekeeping Requirements

1. Non-exempt employees shall accurately record their time in and time away from work, including unpaid meal breaks, in CalOptima Health's timekeeping system on a daily basis. Daily time entry is required to ensure employees are paid based on the actual time worked. CalOptima Health's timekeeping system will not round up or down an employee's time and will capture the time worked based on clock-in/clock-out timestamps.

2. The immediate supervisor shall approve and/or correct the non-exempt employee's time record on a daily basis.

3. The time record for the non-exempt employee will include the total time worked each day, including all regular and overtime worked, any Absence(s), Tardiness, or time Leaving Early, and unpaid time taken for meal breaks.

4. Exempt employees' agreed upon work schedule and requested time off are recorded and tracked in the timekeeping system. Exempt employees are responsible for timely notifying their immediate supervisors of any deviations from their scheduled shift consistent with applicable CalOptima Health policies and department requirements.

F. Overtime

1. When business requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. A non-exempt employee will be expected to work overtime when necessary to meet business needs, and non-exempt employees will be paid time-and-a-half for any overtime worked in the FLSA workweek. Exempt employees are not eligible for overtime payment, even though they are expected to work beyond forty (40) hours in the workweek when business needs require. CalOptima Health does not provide "comp time" to non-exempt or exempt employees for time worked beyond forty (40) hours in the workweek.

2. When possible, an employee's immediate supervisor will provide advance notice of mandatory overtime.

3. A non-exempt employee may not work overtime without prior authorization from their immediate supervisor.

4. Non-exempt employees are not permitted to start work early, finish work late, work during scheduled meal break(s), take work home, work on weekends, or perform any other unauthorized schedule deviations and/or overtime work without prior authorization from their immediate

For 20230504 BOD Review Only

supervisors. A non-exempt employee may receive corrective action for working outside of their normal schedule without prior authorization.

III. PROCEDURE

A. Scheduled Absence

1. A Scheduled Absence occurs when an employee's time-off is arranged and approved in advance with notice to the employee's immediate or department supervisor consistent with applicable CalOptima Health Policies or within the specific time frame defined by the department.

2. Employees may use PTO for Scheduled Absences as described in CalOptima Health Policy GA.8018: Paid Time Off (PTO).

3. Employees may also take time off for Scheduled Absences consistent with other applicable CalOptima Health Policies, including, but not limited to CalOptima Health Policies: GA.8037: Leave of Absence, GA.8038: Personal Leave of Absence, GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation, GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence, and GA.8041: Workers' Compensation Leave of Absence.

B. Unscheduled Absence

1. Employees may occasionally incur an Unscheduled Absence. Regardless of the reason for the Unscheduled Absence:

   a. The employee must personally notify their immediate supervisor as far in advance as possible, but no later than one (1) hour prior to the start of the employee's scheduled shift or within the specific time frame defined by the department.

      i. If the supervisor cannot be reached, the employee is expected to notify the department head or other designated department contact.

      ii. If the employee is unable to call, they must have someone make the call on their behalf as soon as possible or no later than end of scheduled shift, unless the situation makes this impossible, then as soon as reasonably practical under the circumstances.

   b. Without disclosing specific health, medical, or genetic information, the employee must provide a reason for the Unscheduled Absence and the expected date of return or time of arrival.

   c. The employee who is late for work may not stay on duty beyond their regular scheduled shift to make up for the lost time unless specifically authorized to do so by their immediate supervisor.

   d. Employees must call in each day they will be absent or tardy unless they are on an approved Leave of Absence (LOA).

2. An immediate supervisor may grant an Authorized Absence for an Unscheduled Absence if the employee meets the three (3) criteria for an Authorized Absence as described in Section III.C.1.

3. Failure of the employee to contact their immediate supervisor or designated department contact in a timely manner may be counted as an Occurrence as described in Section III.J.

For 20230504 BOD Review Only

C. Authorized Absence

1. An Authorized Absence or excused absence occurs when all of the following conditions are met:

   a. The employee provides sufficient notice (a minimum of one (1) hour prior to the start of the scheduled work time or within the specific time frame defined by the department) to their immediate supervisor prior to the commencement of their shift;

   b. Such Absence request is approved by their immediate supervisor; and

   c. The employee has:

      i. Sufficient accrued PTO to cover such absence unless otherwise allowed by company policy (i.e., LOA, bereavement, jury duty); or

      ii. The immediate supervisor or manager waives this requirement and allows the absence to be an unpaid absence because the employee has not accrued sufficient PTO; or

      iii. Exceptions as defined by the department.

2. The employee's immediate supervisor may waive the notice requirement when it is warranted by the circumstance involved (example, when an employee has an emergent situation and cannot call).

3. An employee's immediate supervisor may approve up to five (5) consecutive scheduled workdays of Authorized Absences.

4. Absences of more than five (5) consecutive scheduled workdays for an illness or pre-planned health-related procedure must be submitted to and approved by HR for Leave of Absence consideration in accordance with CalOptima Health Policy GA.8037: Leave of Absence.

5. Use of PTO for pre-planned scheduled time off (non-LOA) with supervisor approval (e.g., vacation) does not require HR approval.

6. An approved LOA that is covered by CalOptima Health policies, State or Federal laws, including, but not limited to, Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL), and Paid Sick Leave is considered to be an Authorized Absence.

7. Exempt employees are expected to work a minimum of eighty (80) hours per pay period, excluding holiday weeks, and as a result, are eligible to work a flexible schedule, where appropriate, based on CalOptima Health's core business hours as determined by their immediate supervisor. Exempt employees requesting an occasional, short-term Scheduled Absence for a partial day may elect to make up time away from work within the same pay period or use accrued PTO if the employee does not otherwise make up the time off within the same pay period. An exempt employee who has exhausted all of their accrued PTO must enter in unpaid time off for full day absences if the employee does not otherwise make up the time off within the same pay period. Based on principles of public accountability, CalOptima Health will reduce the pay of an exempt employee for absences for personal reasons or because of illness or injury of one (1) full workday when accrued PTO is not used by an employee because:

   a. Permission for its use has not been sought or has been sought and denied; or

For 20230504 BOD Review Only

b. Accrued PTO has been exhausted; or

c. The employee chooses to use leave without pay.

8. Failure to meet the above requirements may result in corrective action, up to and including termination.

D. Unauthorized Absence

1. An Unauthorized Absence occurs when an employee misses one (1) hour or more of their scheduled shift without prior approval and when one (1), or more, of the four (4) conditions listed under Authorized Absence are not met.

2. If an employee fails to provide a doctor's note on the first day back after more than three (3) consecutive days off without pre-approval, then the days are considered Unauthorized Absences and an Occurrence will be imposed.

3. If a non-exempt employee is scheduled to work approved overtime and either fails to report or reports after the scheduled start time, it will be considered an Unauthorized Absence and an Occurrence will be imposed.

4. Unauthorized Absences may result in corrective action, up to and including termination.

E. Department Specific Attendance Guidelines

1. Departments may establish guidelines for scheduling and reporting Absences or time away from work that meets their specific business needs.

a. The guidelines must meet the basic requirements of CalOptima Health policies.

b. A department must submit their guidelines in writing to HR for approval.

c. If department specific guidelines have been established, employees are to follow the procedures of their respective department to the extent such procedures do not conflict with applicable laws.

2. In the absence of a department-specific guideline or directive on attendance, a department shall adhere to the guidelines included in this Policy.

F. Timekeeping Guidelines

1. Employees are required to follow established guidelines for recording their hours worked.

2. A non-exempt employee is required to record time in the Timekeeping system and to clock in at the start of the scheduled shift and clock out at the end of their scheduled shift, as well as clock out at the beginning of their scheduled meal break and clock in at the end of their scheduled meal break.

3. If there is a problem recording a clock in/out, a non-exempt employee must notify their immediate supervisor in writing, no later than the conclusion of the shift.

4. Non-exempt employees who consistently fail to accurately and timely clock in/out may receive corrective action, up to and including termination of employment.

For 20230504 BOD Review Only

5. Excessive missed clock in/out will constitute an Occurrence as prescribed in Section III.J.2 of this Policy.

   a. Failure to clock in/out at the beginning and/or end of their scheduled shift;

   b. Failure to clock in/out for their meal break period;

   c. Failure to accurately and timely report time worked; and/or

   d. Clocking in/out and/or early/late for a scheduled shift without prior approval from the non-exempt employee's immediate supervisor.

6. Clocking in/out for another employee or having another employee clock in/out for the employee constitutes falsification of timekeeping records and is grounds for immediate termination for one (1) or both employees, depending on the circumstances.

7. Misrepresentations of work hours violate this Policy and the CalOptima Health Code of Conduct. Misrepresentation includes working or volunteering for another employer or organization during the same hours or schedule as their position with CalOptima Health. Secondary employment that would create a conflict of interest is prohibited. Employees are to submit the Employee Report of Outside Interest and/or Other employment for approval in accordance with CalOptima Health Policy GA.8012 Conflicts of Interest. Any employee who knowingly misrepresents or falsifies documentation about their time worked will be subject to corrective action, up to and including termination from employment.

8. Warnings received under this Policy will affect an employee's ability to be considered for open positions.

9. Exempt employees are not required to complete timecards; however, exempt employees are expected to work a regular work schedule based on CalOptima Health's core business hours and should notify their supervisors in advance of any deviations from their normal work schedule and accurately record any exceptions to their regular work schedule, including, but not limited to:

   a. Use of PTO when an employee does not otherwise make up time away from work during the same pay period; and

   b. Unpaid time off when an exempt employee has exhausted their PTO, does not work a full day, and does not otherwise make up the full day away from work during the same pay period.

G. Supervisor Guidelines:

1. Supervisors or managers of non-exempt employees shall:

   a. Review and approve time records submitted by employees in the Timekeeping system on a regular basis.

   b. Review and approve all time records submitted by these employees no later than 12 p.m. PST/PDT on the Monday following the week in which the time was worked, unless otherwise notified by payroll or HR.

   c. Monitor and address attendance issues timely and consistently.

For 20230504 BOD Review Only

d. Schedule required on-site meetings, training or other events in a manner that effectively minimizes commute time in the middle of a workday for non-exempt employees.

2. Supervisors or managers of exempt employees shall:

a. Review and approve time worked in the Timekeeping system on a weekly basis;

b. Review and approve time away from work requests; and

c. Review and approve all worked time by these employees no later than 12 p.m. PST/PDT on the Monday following the week in which the time was worked, unless otherwise notified by payroll or HR.

3. There may be situations where it is not possible for a supervisor or manager to review time worked on a timely basis. These circumstances include, but are not limited to:

a. When the employee failed to record or submit their time worked in a timely manner;

b. When the supervisor or manager is out of the office and does not have access to the Timekeeping system; and/or

c. When further investigation is needed regarding the time recorded and/or submitted to determine whether it is appropriate for approval.

4. When the immediate supervisor is not available to review their employees' time worked, the immediate supervisor's manager/director shall review and approve the employees' time worked in the Timekeeping system.

5. Supervisors or managers who fail to review and approve submitted time before the applicable deadline or fail to review/approve time at all may be subject to corrective action.

6. CalOptima Health retains the right to apply corrective action, as deemed necessary.

7. Warnings received under this Policy will affect a supervisor's or manager's ability to be considered for open positions and from bonus consideration as per the guidelines and eligibility of those programs.

8. An employee is not permitted to approve their own time under any circumstance.

H. Noncompliance

1. Unscheduled Absences and Unauthorized Absences are to be handled expeditiously and fairly by leaders, including consistent policy application within each department.

2. Noncompliance includes:

a. Failure to give timely notice of an Unscheduled Absence (no call, no show).

b. Excessive Absenteeism, including, but not limited to:

For 230504 BOS • ew Only

i. Multiple occurrences of Unscheduled/Unauthorized Absences, full day or partial day, is to be noted and documented by the immediate supervisor in a timely and consistent manner.

ii. An Absence may be counted as an Occurrence as described in Section III.J.

iii. Unscheduled/Unauthorized Absence is considered excessive when the employee has three (3) or more Unauthorized/Unscheduled Occurrences within a rolling twelve (12)-month period.

c. Excessive Tardiness

i. A late arrival of fifteen (15) minutes or more, or the specific timeframe as defined by the department, past the scheduled shift start time is considered tardy.

ii. A pattern of unexcused late arrivals and/or returning late from break/meal breaks is also considered tardy and is to be noted and documented by the immediate supervisor in a timely and consistent manner.

iii. Tardiness may be counted as an Occurrence as described in Section III.J.

iv. Tardiness is considered excessive when the employee has eight (8) Occurrences in a rolling twelve (12)-month period. When consecutive multiple occurrences [i.e., five (5) occurrences in one (1) week] take place, these may also be considered excessive.

d. Excessive Leave Early

i. Leaving fifteen (15) minutes or more, or the specific time frame as defined by the department, before the end of scheduled work shift is considered to be Leave Early.

ii. A pattern of Leaving Early before the end of the scheduled work shift, or prior to a scheduled break/meal break is to be noted and documented by the immediate supervisor in a timely and consistent manner.

iii. A Leave Early may be counted as an Occurrence as described in Section III.J.

iv. Leaving Early is considered excessive when the employee has three (3) or more Occurrences of Leaving Early from their scheduled shift and/or scheduled break/meal break without prior approval within a rolling twelve (12)-month period.

e. Excessive Missed Clocking In or Out

i. Three (3) incidents of failing to clock-in or clock-out of a scheduled shift and/or scheduled meal break within a thirty (30) business day period is considered excessive.

3. Frequent or excessive incidents of not following CalOptima Health's and/or the departmental attendance and punctuality requirements, notification procedures and/or the guidelines in this policy, including no-call/no-show, will be addressed in accordance with the CalOptima Health Policy GA.8022: Performance and Behavior Standards.

I. Patterns of Absence, Leave Early, or Tardiness

1. The following may be considered patterns of excessive or unacceptable attendance issues:

For 20230504 BOD Review Only

a. Pattern of Unscheduled Absences, Leave Early, or Tardiness on Fridays, Mondays, or other specific days.

b. Pattern of Unscheduled Absences, Leave Early, or Tardiness on time previously requested off but not approved.

c. Pattern of Unscheduled Absences, Leave Early, or Tardiness around the holidays, i.e., preceding or following a holiday or scheduled day off.

2. If a pattern of unscheduled usage of accrued PTO and/or unpaid time off is noticed, the immediate supervisor should work with HR on managing the corrective action process and addressing the issues with the employee.

a. When an employee has been previously counseled under CalOptima Health Policy GA.8022: Performance and Behavior Standards, the totality of the circumstances will be assessed when determining further action.

b. For situations involving corrective actions or termination of employment, the immediate supervisor or manager should consult with HR prior to taking action.

3. As timely and regular attendance is a performance expectation and condition of employment at CalOptima Health, employees who have exhibited unsatisfactory attendance during the year will have the behavior documented in their annual performance evaluation.

4. When the employee fails to report to work without giving notice to and/or receiving authorization from their immediate supervisor for three (3) consecutive scheduled workdays, the employee is considered to have resigned, unless the situation makes this impossible.

J. Occurrence

1. Incidents of an employee's Unscheduled or Unauthorized Absence, Tardiness, or Leaving Early should be documented by the immediate supervisor.

2. In the case of frequent or excessive incidents, each Occurrence may be calculated as follows:

OCCURRENCE	**POINTS**
Unauthorized Absence - one (1) or more consecutive day(s) of Absence(s) for the same reason	1 point for each Absence
Unscheduled Absence - one (1) or more day(s) of Absence for different reasons	1 point for each day
Unscheduled Absence (partial day) - over one (1) hour of Absence.	0.5 point for each incident
Tardiness or Leaving Early (15 or more minutes*)	0.5 point for each incident
Excessive Missed Clocking In or Out three (3) incidents within a thirty (30) business day period	0.5 point for each incident

* Or the specific time frame as defined by the department

3. Absences due to injuries or illness that qualify under applicable laws and CalOptima Health Policies will not be counted as an occurrence.

For 20230504 BOD Review Only

a. Documentation within the guidelines of the applicable laws may be required in these instances.

b. CalOptima Health will comply with the requirements of applicable federal, state, and/or local laws that are relevant to this Policy.

4. The following will not be included when considering the employee's attendance record:

a. An approved LOA;

b. "Paid Sick Leave" time using PTO in accordance with CalOptima Health Policy GA.8018 Paid Time Off (PTO);

c. Child-Related activities defined under Labor Code Section 230.8;

d. Work-related injuries or illnesses; or

e. A reasonable accommodation under the Americans with Disabilities Act or Fair Employment and Housing Act.

5. The immediate supervisor should properly document each occurrence of Unauthorized Absence, Tardiness, and/or Leave Early.

6. Patterns or issues with attendance should first be discussed with the employee. The immediate supervisor may partner with HR to discuss the attendance issue(s).

K. Performance Management Guidelines

1. When notified of an attendance issue by the employee's immediate supervisor, manager, or director, HR shall review an employee's attendance record and may approve corrective action for excessive Unscheduled Absences, Tardiness, or Leaving Early dating from the most recent occurrence to the prior twelve (12) months. All corrective actions and job performance issues will be taken into consideration when determining a level of corrective action, up to and including termination.

2. CalOptima Health may apply the following guidelines, with management discretion, based on circumstances. These guidelines do not account for other job performance or behavioral issues and shall not be the exclusive guide if management is addressing multiple issues in addition to attendance and timekeeping. The guidelines are based on attendance and timekeeping issues on a rolling twelve (12)-month calendar:

Coaching Memo	**Documented Counseling Memo**	**Written Warning**	**Final Warning**	**Possible Termination**
Three (3) or more points	Four (4) or more points	Six (6) or more points	Eight (8) or more points	Nine (9) or more points

3. Employees are not guaranteed a right to corrective action prior to termination and can be terminated at any time. CalOptima Health may, at its sole and complete discretion, apply corrective action guidelines on a case-by-case basis; however, no formal order or system is necessary. CalOptima Health may terminate an employee at any time without following any particular series of steps.

For 20230504 BOD Review Only

IV. ATTACHMENT(S)

Not Applicable

V. REFERENCE(S)

A. California Labor Code, §§230.8, 233, and 246 *et seq.*
B. California Labor Code, §245 *et seq.*, Healthy Workplaces, Healthy Families Act of 2014
C. California Labor Code, §512.1, Meal and Rest Periods for Hospital Employees
D. CalOptima Health Code of Conduct
E. CalOptima Health Policy GA.8012: Conflicts of Interest
F. CalOptima Health Policy GA.8018: Paid Time Off (PTO)
G. CalOptima Health Policy GA.8022: Performance and Behavior Standards
H. CalOptima Health Policy GA.8037: Leave of Absence
I. CalOptima Health Policy GA.8038: Personal Leave of Absence
J. CalOptima Health Policy GA.8039: Pregnancy Disability Leave of Absence and Lactation Accommodation
K. CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence
L. CalOptima Health Policy GA.8041: Workers' Compensation Leave of Absence
M. Fair Labor Standards Act (FLSA) §§785.18 and 785.19
N. Title 29, Code of Federal Regulations (C.F.R.), §541.710
O. Title 29, Code of Federal Regulations (C.F.R.), §1630.9

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

VII. BOARD ACTION(S)

Date	Meeting
09/06/2018	Regular Meeting of the CalOptima Board of Directors
12/01/2022	Regular Meeting of the CalOptima Health Board of Directors
TBD	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	09/06/2018	GA.8059	Attendance and Timekeeping	Administrative
Revised	12/01/2022	GA.8059	Attendance and Timekeeping	Administrative
Revised	TBD	GA.8059	Attendance and Timekeeping	Administrative

For 20230504 BOD Review Only

IX. GLOSSARY

Term	Definition
Absence	The state of being away or not being present for a portion of or the entire scheduled shift.
Authorized Absence	An absence or deviation from a scheduled shift is authorized when all of the following are met: 1) The employee provides sufficient notice (a minimum of one (1) hour prior to the start of the scheduled work time or within the specific time frame defined by the department) to their immediate supervisor prior the commencement of their shift; 2) Such absence request is approved by their immediate supervisor; and 3) The employee has: a) Sufficient accrued PTO to cover such absence unless otherwise allowed by CalOptima Health policy (i.e., leave of absence, bereavement, jury duty); or b) The immediate supervisor or manager waives this requirement and allows the absence based on the circumstances; or c) Exceptions as defined by the department.
Central Worksite	CalOptima Health's primary physical location of business applicable to the employee, which is either CalOptima Health's administration building at 505 City Parkway West or the PACE building.
Child Related Activities	Participation in activities at child's school or day care facility as permitted under Labor Code section 230.8, which includes: finding, enrolling, or reenrolling a child in a school or with a licensed child care provider; child care provider or school, emergency; request for child to be picked up from school/child care or an attendance policy that prohibits the child from attending or requires the child to be picked up from the school or child care provider; behavioral/discipline problems; closure or unexpected unavailability of school (excluding planned holidays); a natural disaster; or to participate in activities of the school or licensed child care provider of their child, if the employee, prior to taking the time off, gives reasonable notice to CalOptima Health.
Home Office	A designated workspace within the Teleworker's residence.
Leave/Leaving Early	An early departure from the scheduled end time of a work shift and/or the scheduled meal break.
Leave of Absence (LOA)	A term used to describe a scheduled period of time off longer than five (5) days that an employee is to be away from their primary job, while maintaining the status of employee.
Member	A beneficiary of a CalOptima Health Program.
Occurrence	An incident of (1) a period of Unauthorized Absence; (2) Tardiness or late arrival; (3) Leaving Early without prior approval; or (4) Excessive Missed Clocking In or Out.
Scheduled Absence	Any absence planned and approved in advance with notice consistent with applicable CalOptima Health policies.
Remote Work Location	The employee's Home Office or designated pre-approved work location.
Tardiness	The failure of an employee to report on time at the scheduled time of a work shift or return on time from breaks or meal breaks.

For 20230504 BOD Review Only

Term	Definition
Teleworker	An employee who meets CalOptima Health's Teleworker eligibility criteria and is approved to routinely work a portion or all of their regularly scheduled work hours from a Remote Work Location unless business needs require otherwise.
Timekeeping	Process of recording and reporting work arrival, meal breaks, and leave time.
Unauthorized Absence	Any absence when an employee misses one (1) hour or more of their scheduled shift without prior approval and when one (1), or more, of the four (4) conditions listed under Authorized Absence are not met.
Unscheduled Absence	An unplanned Absence, Tardiness or Leaving Early without sufficient notice or approval.
Normal Work Schedule	The normal work schedule is a 5/40 schedule which is five (5) eight (8)- hour days per work week excluding un-paid meal breaks.
9/80 Work Schedule	The 9/80 alternate work schedule consists of eight (8) workdays of nine (9) hours per day and one (1) workday of eight (8) hours, for a total of eighty (80) hours during two (2) consecutive workweeks. The eight (8) hour workday must be on the same day of the week as the employee's regularly scheduled day off. Therefore, under the 9/80 work schedule, one (1) calendar week will consist of forty-four (44) hours (four (4) nine (9)-hour days and one (1) eight (8)-hour day) and the alternating calendar week will consist of thirty-six (36) hours (four (4) nine (9)-hour days and one (1) day off). However, each workweek will only consist of forty (40) hours, in accordance with the 9/80 Fair Labor Standards Act (FLSA) Workweek.

1

For 20230504 BOD Review Only

Policy:	GA.8060p
Title:	**Recruitment, Selection, and Hiring**
Department:	Human Resources
Section:	Not Applicable
CEO Approval:	*/s/*
Effective Date:	TBD
Revised Date:	Not Applicable
Applicable to:	☐ Medi-Cal ☐ OneCare ☐ PACE ☒ Administrative

For 20230504 BOD Review Only

I. PURPOSE

This policy establishes merit-based hiring practices as the foundation of CalOptima Health's personnel administration, including recruitment, selection, and hiring.

II. POLICY

A. CalOptima Health focuses on attaining a well-qualified, skilled, and representative workforce through open recruitment and fair, job-related assessments of applicants. Hiring and Promotion decisions are competitive, based on merit and are not made with regard to political affiliation, race, color, religion, creed, ancestry, national origin, sex (pregnancy or gender), sexual orientation, gender identity and expression, medical condition, genetic information, marital status, age (40 and over), mental and physical disability, military or veteran status, or other protected characteristics or activities.

B. The Chief Human Resources Officer (CHRO) is directed to administer CalOptima Health's recruitment, selection and hiring program consistent with this policy. Human Resources (HR) will establish and maintain recruitment, selection and hiring guidelines in support of this policy. The CHRO, with approval of the Chief Executive Officer (CEO), may authorize amendments to the recruitment, selection and hiring guidelines to ensure best practices and compliance with local, state, and federal employment regulations.

C. Except as indicated herein, this policy shall apply to recruitment, selection and hiring for all regular full-time and part-time, Limited Term, As Needed, Paid Interns, and Extra Help positions. Excepted positions are as follows:

1. CEO: The CalOptima Health Board of Directors (Board) shall determine the method for recruiting and evaluating the qualifications of applicants when filling the CEO position.

2. Job re-evaluations resulting in a job re-classification approved by Human Resources (HR);

3. Appointment through a reasonable accommodation approved by HR; and

4. Those to be filled by a temporary appointment.

Back to Item

Back to Agenda

a. In rare cases, the CHRO may authorize a Hiring Manager to waive some or all the requirements of this policy to make a temporary appointment of a qualified employee or non-employee when the CEO determines it is in the best interest of the agency to immediately fill a vacancy or to provide for a transition and/or training period in the advance of a position becoming vacant. A temporary appointment shall not extend beyond the time needed to conduct recruitment and selection in accordance with this policy. Temporary appointments shall not be continued for more than six (6) months from date of appointment unless an extension of no more than one (1) year from the original date of the temporary appointment is recommended by the CHRO and approved by the CEO. An employee appointed in to a temporary assignment may be released from service or returned to their prior job classification at any time.

III. PROCEDURE

A. The CHRO shall determine the merit-based methods for recruiting, evaluating the qualifications of applicants, and filling positions. A Hiring Manager may suggest appropriate methods of recruitment and selection to HR for consideration.

B. Job Announcements

1. HR shall prepare and post job announcements on CalOptima Health's Internet and Intranet as well as external employment websites. The posting period shall be at least fourteen (14) consecutive calendar days before the selection process will begin. Job announcements shall include the general duties of the position, minimum qualifications, preferred qualifications when applicable, an Equal Employment Opportunity statement, the application deadline when applicable, and the salary range of the position as required by State law.

C. Qualification of Applicants

1. HR will review each application received by the application deadline, if any, to determine whether the applicant meets the minimum qualifications stated in the job announcement. Applicants may be required to submit evidence of required education, training, licensure, experience, or required special qualifications as requested by HR. Whenever HR rejects an application for lack of minimum qualifications, written notice of such rejection shall be emailed to the applicant.

D. Disqualification of Applicants

1. Any of the following actions or deficiencies may constitute sufficient grounds for the disqualification of an applicant:

a. Failure to submit an application or application materials correctly or by the final application deadline, if any;

b. False statement of a material fact on the application or application materials;

c. Failure to appear for, or pass, any portion of the selection process; and/or

d. Actual or attempted use of any method to obtain an advantage to which the applicant is not rightfully entitled.

For 20230504 BOD Review Only

Back to Item

Back to Agenda

E. Content of Selection Procedures

1. All parts of any recruitment, selection, and background check shall be conducted only as authorized by HR. Hiring Managers and interview panelists shall not conduct background checks, including reference checks. HR shall have the authority to revoke, cancel, or nullify the results of any or all portions of any selection procedure, which do not have such authorization.

2. HR shall determine the content and combinations of selection tools to be used, the weights assigned to each, and the passing point or qualifying score. Selection processes will be applied consistently to all qualified applicants and may include, but are not limited to:

   a. Appraisals of education, training, experience, knowledge, and ability, including a determination the applicant meets the minimum qualifications;

   b. Oral interviews;

   c. Performance and/or written exams;

   d. Assessment exercises;

   e. Medical examinations; and/or

   f. Background checks.

F. Oral Interview Panel(s)

1. HR may authorize an oral interview panel to evaluate, assess, and rate applicants' job-related qualifications.

2. The same interview method will be applied for all applicants interviewed, which may include but is not limited to consistency of panel raters where possible, interview questions, and time allotted for the interview.

3. Only persons authorized by HR shall serve on oral interview panels as raters.

   a. Oral interview panels will consist of a minimum of two (2) raters.

   b. At least one-third (1/3) of the panel raters shall be technically qualified in the pertinent occupational field.

   c. Applicants in a selection procedure shall not serve as raters.

4. A minimum of three (3) qualified applicants will be interviewed. When less than three (3) applicants are qualified only those applicants who are qualified will be interviewed.

5. HR shall determine the relative weight the overall interview score shall have in relation to other tests that may constitute part of the selection procedure. HR will consult with the Hiring Manager in determining weights.

6. Raters shall be provided instruction on evaluation standards and procedures by HR and shall rate applicants according to such standards and procedures. During the interview, each applicant shall be allowed an opportunity to present additional information on their qualifications as they

For 20230504 BOD Review Only

relate to the position. This shall be separate and distinct from specific questions the panel asks the applicant.

7. Hiring Managers may select an applicant for hire from any of the three (3) highest scoring applicants who successfully passed the selection process. The selected applicant will be required to successfully complete the background check in accordance with CalOptima Health Policy GA.8030: Background Check.

IV. ATTACHMENT(S)

Not Applicable

V. REFERENCE(S)

A. CalOptima Health Policy GA.8030: Background Check

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

VII. BOARD ACTION(S)

Date	Meeting
TBD	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	TBD	GA.8060p	Recruitment, Selection, and Hiring	Administrative

For 20230504 BOD Review Only

IX. GLOSSARY

Term	Definition
As Needed	Employees called to work sporadically on an as-needed basis. These employees may not have regularly scheduled hours and do not earn any benefits. As-Needed employees are employed for an indefinite duration and must work less than one thousand (1,000) hours per fiscal year.
Demotion	A change of employee's position to one at a lower Salary Schedule pay grade, whether in the same or a different department. A demotion may be either voluntary or involuntary.
Extra Help	Type of retired annuitant employment as authorized by Government Code.
Hiring Manager	The supervisor or manager responsible for making final hiring decision.
Limited Term	Full time position hired for a specified time period.
Paid Interns	Paid interns are considered As-Needed employees and should be concurrently enrolled in college or graduate courses.
Promotion	Occurs when an employee is selected for a job with a higher pay grade.
Transfer	Occurs when an employee moves to a different job title having the same pay grade.

For 20230504 BOD Review Only

CalOptima Health Board Action Agenda Referral

Action To Be Taken May 4, 2023
Regular Meeting of the CalOptima Health Board of Directors

Consent Calendar

10. Approve New CalOptima Health Policy AA.1400p: Grant Management

Contacts

Peter Bastone, Chief Strategy Officer, (714) 246-8459
Kelly Bruno-Nelson, Executive Director, Medi-Cal/CalAIM, (714) 954-2140

Recommended Actions

Approve new CalOptima Health Policy AA.1400p: Grant Management.

Background/Discussion

Over the past several years, CalOptima Health has made significant investment in the community through grant awards, made possible by Board-directed reserves and incentive funds. While the impact of these investments has been significant for members and the Orange County community, staff would like to codify the process around goal setting, metric development, and monitoring for grant agreements.

Through programs like the Department of Health Care Services Housing and Homelessness Incentive Program (HHIP), CalOptima Health has been, and will continue to be, the recipient of significant financial incentives that are intended to flow into the community, working to address regional health and social issues. Between the HHIP program and other revenue streams, it is anticipated that CalOptima Health will continue to award community grants over the next several years. In order to adequately steward these funds, staff have developed a policy that ensures all grant funding is tied to relevant program goals, measurable metrics that capture program impact and success, and a monitoring process to review progress toward these objectives. While staff have already been implementing these processes, CalOptima Health has not adopted a formal policy.

Fiscal Impact

The recommended action is operational in nature and has no additional fiscal impact beyond what was incorporated in the Fiscal Year 2022-23 Operating Budget.

Rationale for Recommendation

CalOptima Health staff recommends that the Board approve and adopt policy AA.1400p: Grants Management to ensure CalOptima Health can effectively distribute and monitor community investments and the impact of those grant awards.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Back to Agenda

Attachments

1. New CalOptima Health Policy AA.1400p: Grant Management

/s/ Michael Hunn *04/26/2023*
Authorized Signature **Date**

Back to Agenda

Policy:	AA.1400p
Title:	**Grant Management**
Department:	Strategic Development
Section:	N/A
CEO Approval:	
Effective Date:	TBD
Revised Date:	Not Applicable
Applicable to:	☐ Medi-Cal ☐ OneCare ☐ PACE ☒ Administrative

For 20230504 BOD Review Only

I. PURPOSE

This policy outlines the criteria and expectations to ensure consistency and accountability in managing discretionary Grant funding disbursed by CalOptima Health.

II. POLICY

A. Approach

1. When resources permit, CalOptima Health may designate authorized funds specifically for CalOptima Health Board of Directors (hereinafter, 'Board')-approved Grants to eligible external organizations with the goal of improving the health of CalOptima Health's Members.

2. CalOptima Health shall ensure the distribution of Grant funds is reflective of CalOptima Health's mission, consistent with CalOptima Health's Strategic Plan, any Board-approved fund allocation plan, and/or any funding source legal parameters and funding restrictions. CalOptima Health shall uphold the following tenets when awarding Grants:

   a. CalOptima Health shall consider Proposals from external organizations that provide services for programs or projects aligned with CalOptima Health's mission, Strategic Plan, and/or any Board-approved fund allocation plan and directly serve CalOptima Health Members.

   b. Each Grant application shall receive a thorough, unbiased evaluation and review including an assessment of organizational experience, capacity, fiscal soundness, alignment with CalOptima Health's mission, Strategic Plan, and/or Board-approved fund allocation plan, demonstrated need, benefit to CalOptima Health Members, and feasibility.

   c. CalOptima Health shall strive for timely application approval and payment of award and shall regularly evaluate the application process to identify areas for greater efficiency.

   d. Reporting requirements for Grant awards shall align with section III.B. of this policy and shall be commensurate with the amount of funds being awarded and with the nature of the funding opportunity.

Back to Item

Back to Agenda

III. PROCEDURE

A. Pre-Award Assessment:

1. Grant objectives shall be in alignment with organizational strategic priorities.

2. Grant outcomes shall improve or address critical needs of CalOptima Health Members.

B. Award Grant: Establishing Goals and Metrics

1. CalOptima Health will work with Grantees to ensure that all Grants have established one or more goals that direct the use of Grant funds.

2. CalOptima Health will work with all Grantees to ensure that Grants align with one or more metrics signifying the successful accomplishment of its goal or goals. These metrics will be the basis for monitoring and reporting outcomes and successes.

C. Post-Award: Grant Monitoring and Reporting Requirements

1. CalOptima Health Operations department and/or other internal subject matter experts shall monitor a Grantee's compliance and progress towards achieving the goals presented in the Grantee's Proposal by reviewing the Grant Progress Reports.

   a. Unless otherwise specified in the Grant contract, Grantees shall submit semi-annual Grant Progress Reports, detailing Grant activities, along with any required supporting materials.

      i. The format and specific details of the Grant Progress Report shall be mutually agreed upon by CalOptima Health and the Grantee.

   b. The semi-annual Grant Progress Reports may require a breakdown of funding utilization by category as mutually agreed upon by CalOptima Health and the Grantee.

2. CalOptima Health may also utilize Grant Progress Reports to provide updates to CalOptima Health's executives and the CalOptima Health Board about its Grant funding activities.

3. Grantees shall also submit a final closeout report as stipulated in the Grant contract, summarizing the actions taken by the Grantee over the course of the entire Grant contract term.

   a. The final closeout report will include a breakdown by category of the funds used, and a reconciliation to indicate all funds were used according to the intended purpose.

4. As part of CalOptima Health's due diligence, CalOptima Health's designated representative(s) may also elect to conduct site visits to a Grantee's business premises and/or site(s) of Grant-funded service delivery during the Grant contract term for the following actions including, but not limited to:

   a. Meet the Grantee's senior leadership, as well as the Grantee's staff or volunteers with primary responsibility for conducting the funded activities;

   b. Engage in dialogue with the Grantee about progress toward project milestones and objectives, notable successes, implementation challenges, and early lessons learned;

   c. Learn of any anticipated requests for scope or budget changes, or no-cost extensions; and

For 20230504 BOD Review Only

Back to Item

Back to Agenda

d. See program services/activities first-hand, if applicable and feasible.

5. Grant payments may be delayed or withheld if site visits and/or Grant Progress Reports reveal Grantees are not making sufficient progress towards stated goals or are not meeting other Grant contract requirements.

   a. If sufficient progress is not being made toward Grant contract goals and metrics, CalOptima Health will work with Grantees to understand why metrics were not achieved and work with the Grantee to realign metrics if deemed appropriate.

6. CalOptima Health may conduct audits of the Grantee and/or of the related CalOptima Health operational areas and financial data during the course of the Grant and/or at the conclusion of the Grant.

   a. The audits will be conducted to confirm reported expenditures, performance measures, compliance with key Grant requirements, and other relevant factors as applicable to the specific Grant.

IV. ATTACHMENT(S)

Not Applicable

V. REFERENCE(S)

A. CalOptima Health Strategic Plan

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

VII. BOARD ACTION(S)

Date	Meeting
TBD	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective		AA.1400p	Grant Management	Administrative

For 20230504 BOD Review Only

IX. GLOSSARY

Term	Definition
Grantee	A recipient of a grant.
Grants	A financial award given by CalOptima Health to an eligible recipient to achieve a particular purpose or project. Grants are generally not expected to be repaid by the recipient when appropriately used for an approved grant project.
Member	A beneficiary enrolled in a CalOptima Health program.
Proposal	An application submitted to CalOptima Health used to formally request funding for a specific project.
Strategic Plan	CalOptima Health's strategic priorities, objectives, and action plans.

For 20230504 BOD Review Only

Financial Summary

March 31, 2023

Board of Directors Meeting
May 4, 2023

Nancy Huang, Chief Financial Officer

Our Mission

To serve member health with excellence and dignity, respecting the value and needs of each person.

Our Vision

By 2027, remove barriers to health care access for our members, implement same-day treatment authorizations and real-time claims payments for our providers, and annually assess members' social determinants of health.

Back to Agenda

Financial Highlights: March 2023

March					July - March			
Actual	Budget	$ Variance	% Variance		Actual	Budget	$ Variance	% Variance
978,089	908,491	69,598	7.7%	Member Months	8,540,467	8,214,409	326,058	4.0%
502,232,562	328,428,948	173,803,614	52.9%	Revenues	3,123,812,337	3,001,945,033	121,867,304	4.1%
480,795,267	313,829,549	(166,965,718)	(53.2%)	Medical Expenses	2,905,457,556	2,814,754,773	(90,702,783)	(3.2%)
16,703,466	19,833,313	3,129,847	15.8%	Administrative Expenses	136,157,669	162,151,531	25,993,862	16.0%
4,733,828	**(5,233,914)**	**9,967,742**	**190.4%**	**Operating Margin**	**82,197,112**	**25,038,729**	**57,158,383**	**228.3%**
				Non-Operating Income (Loss)				
17,432,499	500,000	16,932,499	3386.5%	Net Investment Income/Expense	62,077,265	4,500,000	57,577,265	1279.5%
(185,458)	90,835	(276,293)	(304.2%)	Net Rental Income/Expense	760,932	817,515	(56,583)	(6.9%)
(1,688)	-	(1,688)	(100.0%)	Net MCO Tax	20,853	-	20,853	100.0%
(249,055)	(2,077,922)	1,828,867	88.0%	Grant Expense	(22,772,727)	(13,766,232)	(9,006,495)	(65.4%)
15	-	15	100.0%	Other Income/Expense	75	-	75	100.0%
16,996,312	**(1,487,087)**	**18,483,399**	**1242.9%**	**Total Non-Operating Income (Loss)**	**40,086,398**	**(8,448,717)**	**48,535,115**	**574.5%**
21,730,140	**(6,721,001)**	**28,451,141**	**423.3%**	**Change in Net Assets**	**122,283,511**	**16,590,012**	**105,693,499**	**637.1%**
95.7%	95.6%	0.2%		Medical Loss Ratio	93.0%	93.8%	(0.8%)	
3.3%	6.0%	2.7%		Administrative Loss Ratio	4.4%	5.4%	1.0%	
0.9%	(1.6%)	2.5%		Operating Margin Ratio	2.6%	0.8%	1.8%	
100.0%	100.0%			Total Operating	100.0%	100.0%		
93.9%	95.6%	(1.7%)		*MLR (excluding Directed Payments)	92.3%	93.8%	(1.5%)	
4.9%	6.0%	1.2%		*ALR (excluding Directed Payments)	4.8%	5.4%	0.6%	

*CalOptima Health updated the category of Directed Payments per Department of Health Care Services instructions

Back to Agenda

CalOptima Health

Consolidated Performance: March 2023 (in millions)

March				July-March		
Actual	Budget	Variance	**Operating Income (Loss)**	Actual	Budget	Variance
5.2	(3.9)	9.0	Medi-Cal	86.1	34.3	51.8
0.4	(0.0)	0.5	OCC	(0.8)	(3.1)	2.3
(0.9)	(1.3)	0.4	OneCare	(3.7)	(5.8)	2.1
0.1	(0.0)	0.1	PACE	1.2	(0.0)	1.3
(0.1)	(0.0)	(0.0)	MSSP	(0.6)	(0.4)	(0.2)
4.7	**(5.2)**	**10.0**	**Total Operating Income (Loss)**	**82.2**	**25.0**	**57.2**
			Non-Operating Income (Loss)			
17.4	0.5	16.9	Net Investment Income/Expense	62.1	4.5	57.6
(0.2)	0.1	(0.3)	Net Rental Income/Expense	0.8	0.8	(0.1)
(0.0)	0.0	(0.0)	Net Operating Tax	0.0	0.0	0.0
(0.2)	(2.1)	1.8	Grant Expense	(22.8)	(13.8)	(9.0)
0.0	0.0	0.0	Other Income	0.0	0.0	0.0
17.0	**(1.5)**	**18.5**	**Total Non-Operating Income/(Loss)**	**40.1**	**(8.4)**	**48.5**
21.7	**(6.7)**	**28.5**	**TOTAL**	**122.3**	**16.6**	**105.7**

Back to Agenda

CalOptima Health

FY 2022-23: Management Summary

- Change in Net Assets Surplus or (Deficit)
  - Month To Date (MTD) March 2023: $21.7 million, favorable to budget $28.5 million or 423.3%
  - Year To Date (YTD) July 2022– March 2023: $122.3 million, favorable to budget $105.7 million or 637.1%
- Enrollment
  - MTD: 978,089 members, favorable to budget 69,598 or 7.7%
  - YTD: 8,540,467 members, favorable to budget 326,058 or 4.0%
  - Favorable enrollment primarily driven by a pause in Medi-Cal redetermination due to the extension of the COVID-19 Public Health Emergency (PHE) until May 11, 2023

Back to Agenda

CalOptima Health

FY 2022-23:Management Summary (cont.)

- Revenue
  - MTD: $502.2 million, favorable to budget $173.8 million or 52.9% driven by Medi-Cal Line of Business (MC LOB):
    - $158.4 million of Calendar Year (CY) 2021 Hospital Directed Payments (DP) and $33.7 million primarily from favorable volume related variance and premium capitation rates
    - Offset by $19.5 million due to COVID-19, Enhanced Care Management (ECM), and Proposition 56 risk corridor reserves
  - YTD: $3,123.8 million, favorable to budget $121.9 million or 4.1% driven by MC LOB:
    - $293.6 million of Hospital DP and $159.0 million primarily from favorable volume related variance and premium capitation rates
    - Offset by $342.6 million due to COVID-19, Proposition 56 and ECM risk corridor reserves

Back to Agenda

CalOptima Health

FY 2022-23:Management Summary (cont.)

- Medical Expenses
  - MTD: $480.8 million, unfavorable to budget $167.0 million or 53.2% driven by MC LOB:
    - Other Medical Expenses unfavorable variance of $161.2 million primarily due to CY 2021 Hospital DP
    - Professional Claims expense unfavorable variance of $5.3 million
    - Unfavorable variances totaling $7.3 million from Provider Capitation, Facilities Claims, Prescription Drugs and Incentive Payments
    - Offset by:
      - Managed Long-Term Services and Supports (MLTSS) favorable variance of $7.2 million due to lower than budgeted utilization
      - Medical Management favorable variance of $1.3 million

Back to Agenda

FY 2022-23:Management Summary (cont.)

- Medical Expenses
  - YTD: $2,905.5 million, unfavorable to budget $90.7 million or 3.2% driven by MC LOB:
    - Other Medical Expenses and Incentive payment unfavorable variance of $285.5 million due to Hospital DP
    - Offset by:
      - Provider Capitation favorable variance of $116.0 million primarily due to updated logic for Proposition 56
      - MLTSS favorable variance of $50.0 million due to lower than budgeted utilization
      - Favorable variances totaling $40.6 million from Facilities Claims, Professional Claims, Prescription Drugs, and Medical Management due to lower than budgeted utilization

Back to Agenda

FY 2022-23:Management Summary (cont.)

- Administrative Expenses
  - MTD: $16.7 million, favorable to budget $3.1 million or 15.8%
    - Other Non-Salary expenses favorable variance of $2.6 million
    - Salaries & Benefits expense favorable variance of $0.5 million
  - YTD: $136.2 million, favorable to budget $26.0 million or 16.0%
    - Other Non-Salary expenses favorable variance of $16.8 million
    - Salaries & Benefits expense favorable variance of $9.2 million

Back to Agenda

FY 2022-23:Management Summary (cont.)

- Non-Operating Income (Loss)
  - MTD: $17.0 million, favorable to budget $18.5 million or 1,242.9%
    - Non-operating gain is primarily due to Net Investment Income of $17.4 million, offset by other non-operating expenses of $0.4 million
  - YTD: $40.1 million, favorable to budget $48.5 million or 574.5%
    - Non-operating gain is primarily due to Net Investment Income of $62.1 million, offset by Grant Expense of $22.8 million

Back to Agenda

CalOptima Health

FY 2022-23: Key Financial Ratios

- Medical Loss Ratio (MLR)
  - MTD: Actual 95.7% (93.9% excluding DP), Budget 95.6%
  - YTD: Actual 93.0% (92.3% excluding DP), Budget 93.8%
- Administrative Loss Ratio (ALR)
  - MTD: Actual 3.3% (4.9% excluding DP), Budget 6.0%
  - YTD: Actual 4.4% (4.8% excluding DP), Budget 5.4%
- Balance Sheet Ratios
  - *Current ratio: 1.4
  - Board-designated reserve level: 1.85
  - Net-position: $1.5 billion, including required Tangible Net Equity (TNE) of $104.1 million

*Current ratio compares current assets to current liabilities. It measures CalOptima Health's ability to pay short-term obligations

Back to Agenda

CalOptima Health

Enrollment Summary: March 2023

March					July - March			
Actual	Budget	$ Variance	% Variance	Enrollment (by Aid Category)	Actual	Budget	$ Variance	% Variance
141,423	138,543	2,880	2.1%	SPD	1,171,968	1,150,874	21,094	1.8%
304,946	303,253	1,693	0.6%	TANF Child	2,736,544	2,748,487	(11,943)	(0.4%)
140,297	128,711	11,586	9.0%	TANF Adult	1,227,044	1,198,403	28,641	2.4%
3,041	3,493	(452)	(12.9%)	LTC	28,951	30,461	(1,510)	(5.0%)
358,761	305,212	53,549	17.5%	MCE	3,109,823	2,821,155	288,668	10.2%
11,769	11,856	(87)	(0.7%)	WCM	106,410	106,076	334	0.3%
960,237	**891,068**	**69,169**	**7.8%**	**Medi-Cal Total**	**8,380,740**	**8,055,456**	**325,284**	**4.0%**
		0	**0.0%**	**OneCare Connect**	**86,185**	**87,887**	**(1,702)**	**(1.9%)**
17,415	**16,933**	**482**	**2.8%**	**OneCare**	**69,639**	**66,845**	**2,794**	**4.2%**
437	**490**	**(53)**	**(10.8%)**	**PACE**	**3,903**	**4,221**	**(318)**	**(7.5%)**
473	**568**	**(95)**	**(16.7%)**	**MSSP**	**4,251**	**5,112**	**(861)**	**(16.8%)**
978,089	**908,491**	**69,598**	**7.7%**	**CalOptima Total**	**8,540,467**	**8,214,409**	**326,058**	**4.0%**

*CalOptima Health Total does not include MSSP

Back to Agenda

CalOptima Health

Consolidated Revenue & Expenses: March 2023 MTD

	Medi-Cal Classic	Medi-Cal Expansion	Whole Child Model	Total Medi-Cal	OneCare Connect	OneCare	PACE	MSSP	Consolidated
MEMBER MONTHS	589,707	358,761	11,769	960,237		17,415	437	473	978,089
REVENUES									
Capitation Revenue	243,951,923	$ 192,287,007	$ 31,265,996	$ 467,504,925	$ 64,007	$ 30,701,208	$ 3,752,566	$ 209,856	$ 502,232,562
Total Operating Revenue	243,951,923	192,287,007	31,265,996	467,504,925	64,007	30,701,208	3,752,566	209,856	502,232,562
MEDICAL EXPENSES									
Provider Capitation	46,180,239	52,924,343	7,063,276	106,167,858	(36,425)	12,542,370			118,673,803
Facilities	36,455,523	31,565,565	3,859,165	71,880,253	(183,076)	5,691,171	635,397		78,023,743
Professional Claims	29,254,137	16,760,250	1,577,764	47,592,151	(33,813)	1,508,841	1,039,986		50,107,165
Prescription Drugs	39,852			39,852	(668,581)	9,202,350	508,154		9,081,776
MLTSS	39,805,889	4,999,210	1,851,772	46,656,870	(177,645)	80,246	121,117	30,390	46,710,979
Incentive Payments	3,447,525	3,621,759	78,789	7,148,073	704,932	(464,381)	(105,813)		7,282,811
Medical Management	3,069,849	2,063,335	415,283	5,548,468	(4,514)	1,253,559	1,166,369	164,725	8,128,607
Other Medical Expenses	85,909,352	66,630,383	10,246,648	162,786,383					162,786,383
Total Medical Expenses	244,162,366	178,564,845	25,092,697	447,819,908	(399,122)	29,814,156	3,365,211	195,115	480,795,267
Medical Loss Ratio	100.1%	92.9%	80.3%	95.8%	-623.6%	97.1%	89.7%	93.0%	95.7%
GROSS MARGIN	**(210,444)**	**13,722,162**	**6,173,299**	**19,685,017**	**463,129**	**887,053**	**387,355**	**14,741**	**21,437,294**
ADMINISTRATIVE EXPENSES									
Salaries & Benefits				10,343,815	36,581	888,973	138,979	81,775	11,490,123
Professional Fees				696,555		33,780		1,333	731,668
Purchased Services				1,184,915	1,019	176,606	69,580		1,432,120
Printing & Postage				177,174	(5,669)	125,464	27,857		324,825
Depreciation & Amortization				384,641			1,561		386,202
Other Expenses				2,284,031	(877)	2,481	6,818	6,200	2,298,653
Indirect Cost Allocation, Occupancy				(536,333)		556,573	13,782	5,854	39,876
Total Administrative Expenses				**14,534,797**	**31,053**	**1,783,876**	**258,577**	**95,163**	**16,703,466**
Admin Loss Ratio				3.1%	48.5%	5.8%	6.9%	45.3%	3.3%
INCOME (LOSS) FROM OPERATIONS				5,150,220	432,076	(896,823)	128,778	(80,422)	4,733,828
INVESTMENT INCOME									17,432,499
NET RENTAL INCOME									(185,458)
TOTAL MCO TAX				(1,688)					(1,688)
TOTAL GRANT EXPENSE				(249,055)					(249,055)
OTHER INCOME				15					15
CHANGE IN NET ASSETS				**$ 4,899,492**	**$ 432,076**	**$ (896,823)**	**$ 128,778**	**$ (80,422)**	**$ 21,730,140**
BUDGETED CHANGE IN NET ASSETS				(5,941,828)	(42,779)	(1,261,705)	(18,375)	(47,149)	(6,721,001)
VARIANCE TO BUDGET - FAV (UNFAV)				$ 10,841,320	$ 474,855	$ 364,882	$ 147,153	$ (33,273)	$ 28,451,141

Back to Agenda

CalOptima Health

Consolidated Revenue & Expenses: March 2023 YTD

	Medi-Cal Classic	Medi-Cal Expansion	Whole Child Model	Total Medi-Cal	OneCare Connect	OneCare	PACE	MSSP	Consolidated
MEMBER MONTHS	5,164,507	3,109,823	106,410	8,380,740	86,185	69,639	3,903	4,251	8,540,467
REVENUES									
Capitation Revenue	1,431,871,514	$ 1,158,805,355	$ 209,458,810	$ 2,800,135,679	$ 175,371,583	$ 113,875,095	$ 32,627,855	$ 1,802,124	$ 3,123,812,337
Total Operating Revenue	1,431,871,514	1,158,805,355	209,458,810	2,800,135,679	175,371,583	113,875,095	32,627,855	1,802,124	3,123,812,337
MEDICAL EXPENSES									
Provider Capitation	342,200,771	416,352,168	76,344,393	834,897,332	72,095,134	44,133,330			951,125,796
Facilities	294,768,496	257,660,739	46,733,320	599,162,556	26,983,623	21,160,417	7,135,999		654,442,595
Professional Claims	210,839,123	129,482,072	13,098,427	353,419,622	8,716,150	5,026,787	8,527,381		375,689,941
Prescription Drugs	(2,258,159)	(2,287,072)	5,604	(4,539,627)	39,366,212	35,050,853	3,725,003		73,602,440
MLTSS	346,309,394	39,909,750	17,703,749	403,922,893	9,789,801	240,471	1,363,207	257,686	415,574,058
Incentive Payments	27,835,092	31,725,052	803,265	60,363,410	2,396,955	453,784	(120,875)		63,093,274
Medical Management	25,695,860	18,054,359	3,872,882	47,623,102	6,794,670	3,465,039	8,912,535	1,377,198	68,172,543
Other Medical Expenses	161,681,238	123,498,227	18,577,443	303,756,908					303,756,908
Total Medical Expenses	1,407,071,817	1,014,395,296	177,139,084	2,598,606,197	166,142,545	109,530,682	29,543,250	1,634,883	2,905,457,556
Medical Loss Ratio	98.3%	87.5%	84.6%	92.8%	94.7%	96.2%	90.5%	90.7%	93.0%
GROSS MARGIN	**24,799,697**	**144,410,059**	**32,319,725**	**201,529,482**	**9,229,039**	**4,344,414**	**3,084,605**	**167,241**	**218,354,781**
ADMINISTRATIVE EXPENSES									
Salaries & Benefits				83,423,341	4,222,030	3,266,648	1,226,880	680,994	92,819,893
Professional Fees				5,584,790	11,647	229,457	3,106	12,000	5,841,000
Purchased Services				8,717,101	597,537	762,260	217,523		10,294,421
Printing & Postage				2,788,781	252,055	786,045	183,305		4,010,186
Depreciation & Amortization				3,334,243			7,125		3,341,368
Other Expenses				16,370,272	9,082	12,356	87,422	53,772	16,532,904
Indirect Cost Allocation, Occupancy				(4,821,120)	4,929,832	3,034,181	125,385	49,619	3,317,896
Total Administrative Expenses				**115,397,406**	**10,022,183**	**8,090,948**	**1,850,746**	**796,385**	**136,157,669**
Admin Loss Ratio				4.1%	5.7%	7.1%	5.7%	44.2%	4.4%
INCOME (LOSS) FROM OPERATIONS				86,132,076	(793,144)	(3,746,534)	1,233,859	(629,144)	82,197,112
INVESTMENT INCOME									62,077,265
NET RENTAL INCOME									760,932
TOTAL MCO TAX				20,853					20,853
TOTAL GRANT EXPENSE				(22,772,727)					(22,772,727)
OTHER INCOME				75					75
CHANGE IN NET ASSETS				**$ 63,380,277**	**$ (793,144)**	**$ (3,746,534)**	**$ 1,233,859**	**$ (629,144)**	**$ 122,283,511**
BUDGETED CHANGE IN NET ASSETS				20,579,101	(3,054,923)	(5,820,637)	(38,947)	(392,097)	16,590,012
VARIANCE TO BUDGET - FAV (UNFAV)				$ 42,801,176	$ 2,261,779	$ 2,074,103	$ 1,272,806	$ (237,047)	$ 105,693,499

Back to Agenda

CalOptima Health

Balance Sheet: As of March 2023

ASSETS		LIABILITIES & NET POSITION	
Current Assets		**Current Liabilities**	
Operating Cash	$1,051,494,162	Accounts Payable	$8,569,529
Short-term Investments	1,526,553,385	Medical Claims Liability	1,960,515,203
Capitation Receivable	373,077,679	Accrued Payroll Liabilities	18,918,148
Receivables - Other	93,226,179	Deferred Revenue	37,371,972
Prepaid Expenses	18,710,796	Deferred Lease Obligations	64,688
		Capitation and Withholds	95,437,408
Total Current Assets	**3,063,062,201**	**Total Current Liabilities**	**2,120,876,949**
Capital Assets			
Furniture & Equipment	50,364,410		
Building/Leasehold Improvements	5,299,125		
Construction in Progress	5,513,357		
505 City Parkway West	52,965,722		
500 City Parkway West	22,631,500		
	136,774,114		
Less: Accumulated Depreciation	(69,640,928)	**Other Liabilities**	
Capital Assets, Net	67,133,186	GASB 96 Subscription Liabilities	-
GASB 96 Capital Assets		**Other (than pensions) Post**	
GASB 96 Subscription Assets	-	Employment Benefits Liability	22,564,283
		Net Pension Liabilities	577,854
Less: GASB 96 Accumulated Depreciation	-	Bldg 505 Development Rights	74,812
GASB 96 Capital Assets, Net	-		
Total Capital Assets	67,133,186		
Other Assets			
Restricted Deposit & Other	300,000	**TOTAL LIABILITIES**	**2,144,093,898**
Homeless Health Reserve	-		
Board-Designated Assets:			
Cash and Cash Equivalents	2,057,890		
Investments	575,456,810	**Deferred Inflows**	
Total Board-Designated Assets	577,514,700	Excess Earnings	686,563
		OPEB 75 Difference in Experience	4,822,000
		Change in Assumptions	1,909,305
Total Other Assets	577,814,700	OPEB Changes in Assumptions	3,389,000
		Diff in Proj vs Act	20,982,636
		Net Position	
TOTAL ASSETS	**3,708,010,087**	TNE	104,085,649
Deferred Outflows		Funds in Excess of TNE	1,437,666,630
Contributions	1,931,845	**TOTAL NET POSITION**	1,541,752,279
Difference in Experience	2,353,671		
Excess Earning	-		
Changes in Assumptions	2,325,077		
OPEB 75 Changes in Assumptions	2,486,000		
Pension Contributions	529,000		
TOTAL ASSETS & DEFERRED OUTFLOWS	**3,717,635,680**	**TOTAL LIABILITIES, DEFERRED INFLOWS & NET POSITION**	**3,717,635,680**

Back to Agenda

CalOptima Health

Board Designated Reserve and TNE Analysis: As of March 2023

Type	Reserve Name	Market Value	Benchmark		Variance	
			Low	High	Mkt - Low	Mkt - High
	Tier 1 - Payden & Rygel	235,077,523				
	Tier 1 - MetLife	233,553,172				
Board-designated Reserve		468,630,695	332,890,926	520,166,601	135,739,769	(51,535,906)
	Tier 2 - Payden & Rygel	54,544,060				
	Tier 2 - MetLife	54,339,945				
TNE Requirement		108,884,005	104,085,649	104,085,649	4,798,356	4,798,356
	Consolidated:	**577,514,700**	**436,976,575**	**624,252,250**	**140,538,125**	**(46,737,550)**
	Current reserve level	*1.85*	*1.40*	*2.00*		

Back to Agenda

CalOptima Health

Net Assets Analysis: As of March 2023

Category	Item Description	Amount (millions)	Approved Initiative	Spend to Date	%
	Total Net Position @ 3/31/2023	**$1,541.8**			**100.0%**
Resources Assigned	Board Designated Reserve*	**577.5**			**37.5%**
	Capital Assets, net of depreciation	**67.1**			**4.4%**
Resources Allocated	Homeless Health Initiative**	$21.5	$59.9	$38.4	1.4%
	Housing and Homelessness Incentive Program***	$40.1	40.1	0.0	2.6%
	Intergovernmental Transfers (IGT)	59.6	111.7	52.1	3.9%
	OneCare Member Health Rewards and Incentives	1.0	1.0	0.0	0.1%
	Five-Year Hospital Quality Program Beginning Measurement Year (MY) 2023	153.5	153.5	0.0	10.0%
	Medi-Cal Annual Wellness Initiative	15.0	15.0	0.0	1.0%
	Skilled Nursing Facility Access Program	10.0	10.0	0.0	0.6%
	In-Home Care Pilot Program with the UCI Family Health Center	2.0	2.0	0.0	0.1%
	National Alliance for Mental Illness Orange County Peer Support Program	5.0	5.0	0.0	0.3%
	Mind OC Grant (Orange)	0.0	1.0	1.0	0.0%
	CalFresh Outreach Strategy	1.0	2.0	1.0	0.1%
	Digital Transformation and Workplace Modernization	92.7	100.0	7.3	6.0%
	Mind OC Grant (Irvine)	0.0	15.0	15.0	0.0%
	Coalition of Orange County Community Health Centers Grant	40.0	50.0	10.0	2.6%
	Subtotal:	**$441.4**	**$566.2**	**$124.8**	**28.6%**
Resources Available for New Initiatives	Unallocated/Unassigned*	**$455.7**			**29.6%**

*Total of Board-designated reserve and unallocated reserve amount can support approximately 103 days of CalOptima Health's current operations

**See Page 17 for Summary of Homeless Health Initiatives and Allocated Funds for list of Board approved initiatives

***On September 1, 2022, CalOptima Health's Board of Directors approved reallocation of $40.1 million from HHI to HHIP. Please see page 18 for project details.

Back to Agenda

Homeless Health Initiative and Allocated Funds: As of March 2023

Funds Allocation, approved initiatives:	Allocated Amount	Utilized Amount	Remaining Approved Amount
Enhanced Medi-Cal Services at the Be Well OC Regional Mental Health and Wellness Campus	11,400,000	11,400,000	-
Recuperative Care	6,194,190	6,194,190	-
Medical Respite	250,000	250,000	-
Day Habilitation (County for HomeKey)	2,500,000	2,500,000	-
Clinical Field Team Start-up & Federal Qualified Health Center (FQHC)	1,600,000	1,600,000	-
CalOptima Homeless Response Team	1,681,734	1,681,734	-
Homeless Coordination at Hospitals	10,000,000	9,434,060	565,940
CalOptima Days, HCAP and FQHC Administrative Support	963,261	631,620	331,641
FQHC (Community Health Center) Expansion	21,902	21,902	-
Homeless Clinical Access Program (HCAP) and CalOptima Days	9,888,914	3,170,400	6,718,514
Vaccination Intervention and Member Incentive Strategy	400,000	54,649	345,351
Street Medicine	8,000,000	1,455,500	6,544,500
Outreach and Engagement	7,000,000	-	7,000,000
Housing and Homelessness Incentive Program (HHIP)*	40,100,000	-	40,100,000
Subtotal of Approved Initiatives	**$ 100,000,000**	**$ 38,394,054**	**$ 61,605,946**
Transfer of funds to HHIP*	(40,100,000)	-	(40,100,000)
Program Total	**$ 59,900,000**	**$ 38,394,054**	**$ 21,505,946**

Note:

* On September 1, 2022, CalOptima Health's Board of Directors approved reallocation of $40.1M from HHI to HHIP

Back to Agenda

CalOptima Health

Housing and Homelessness Incentive Program As of March 2023

Funds Allocation, approved initiatives:	Allocated Amount	Utilized Amount	Remaining Approved Amount
Office of Care Coordination	2,200,000	-	2,200,000
Pulse For Good	800,000	-	800,000
Consultant	600,000	-	600,000
Equity Grants for Programs Serving Underrepresented Populations	3,021,311	-	3,021,311
Infrastructure Projects	5,832,314	-	5,832,314
Capital Projects	40,212,839	-	40,212,839
Total of Approved Initiatives	**$ 52,666,464**	**$ -**	**$ 52,666,464**

Note:

Total funding $52.7M: $40.1M Board approved Transfer from CalOptima Homeless Health Initiatives and $12.6M from DHCS HHIP incentive payment

Back to Agenda

CalOptima Health

CalOptima Health

Stay Connected With Us

www.caloptima.org

@CalOptima

Back to Agenda

UNAUDITED FINANCIAL STATEMENTS

March 31, 2023

Back to Agenda

Table of Contents

Financial Highlights 3
Financial Dashboard 4
Statement of Revenues and Expenses – Consolidated Month to Date 5
Statement of Revenues and Expenses – Consolidated Year to Date 6
Statement of Revenues and Expenses – Consolidated LOB Month to Date 7
Statement of Revenues and Expenses – Consolidated LOB Year to Date 8
Highlights – Overall 9
Enrollment Summary 10
Enrollment Trended by Network Type 11
Highlights – Enrollment 12
Statement of Revenues and Expenses – Medi-Cal 13
Highlights – Medi-Cal 14
Statement of Revenues and Expenses – OneCare 15
Highlights – OneCare 16
Statement of Revenues and Expenses – OneCare Connect 17
Statement of Revenues and Expenses – PACE 18
Statement of Revenues and Expenses – MSSP 19
Statement of Revenues and Expenses – 505 City Parkway 20
Statement of Revenues and Expenses – 500 City Parkway 21
Highlights – OneCare Connect, PACE, 505 & 500 City Parkway 22
Balance Sheet 23
Board Designated Reserve & TNE Analysis 24
Statement of Cash Flow 25
Highlights – Balance Sheet & Statement of Cash Flow 26
Net Assets Analysis 27
Key Financial Indicators (KFI) 28
Digital Transformation Strategy 29
Homeless Health Reserve Report 30
Housing and Homelessness Incentive Program Report 31
Budget Allocation Changes 32

Back to Agenda

CalOptima Health - Consolidated
Financial Highlights
For the Nine Months Ended March 31, 2023

March					July - March			
Actual	Budget	$ Variance	% Variance		Actual	Budget	$ Variance	% Variance
978,089	908,491	69,598	7.7%	Member Months	8,540,467	8,214,409	326,058	4.0%
502,232,562	328,428,948	173,803,614	52.9%	Revenues	3,123,812,337	3,001,945,033	121,867,304	4.1%
480,795,267	313,829,549	(166,965,718)	(53.2%)	Medical Expenses	2,905,457,556	2,814,754,773	(90,702,783)	(3.2%)
16,703,466	19,833,313	3,129,847	15.8%	Administrative Expenses	136,157,669	162,151,531	25,993,862	16.0%
4,733,828	**(5,233,914)**	**9,967,742**	**190.4%**	**Operating Margin**	**82,197,112**	**25,038,729**	**57,158,383**	**228.3%**
				Non-Operating Income (Loss)				
17,432,499	500,000	16,932,499	3386.5%	Net Investment Income/Expense	62,077,265	4,500,000	57,577,265	1279.5%
(185,458)	90,835	(276,293)	(304.2%)	Net Rental Income/Expense	760,932	817,515	(56,583)	(6.9%)
(1,688)	-	(1,688)	(100.0%)	Net MCO Tax	20,853	-	20,853	100.0%
(249,055)	(2,077,922)	1,828,867	88.0%	Grant Expense	(22,772,727)	(13,766,232)	(9,006,495)	(65.4%)
15	-	15	100.0%	Other Income/Expense	75	-	75	100.0%
16,996,312	**(1,487,087)**	**18,483,399**	**1242.9%**	**Total Non-Operating Income (Loss)**	**40,086,398**	**(8,448,717)**	**48,535,115**	**574.5%**
21,730,140	**(6,721,001)**	**28,451,141**	**423.3%**	**Change in Net Assets**	**122,283,511**	**16,590,012**	**105,693,499**	**637.1%**
95.7%	95.6%	0.2%		Medical Loss Ratio	93.0%	93.8%	(0.8%)	
3.3%	6.0%	2.7%		Administrative Loss Ratio	4.4%	5.4%	1.0%	
0.9%	(1.6%)	2.5%		Operating Margin Ratio	2.6%	0.8%	1.8%	
100.0%	100.0%			Total Operating	100.0%	100.0%		
93.9%	95.6%	(1.8%)		*MLR (excluding Directed Payments)	92.3%	93.8%	(1.5%)	
4.9%	6.0%	1.2%		*ALR (excluding Directed Payments)	4.8%	5.4%	0.6%	

*CalOptima Health updated the category of Directed Payments per Department of Health Care Services instructions

CalOptima Health
Financial Dashboard
For the Nine Months Ended March 31, 2023

March

Enrollment	Actual	Budget	Fav / (Unfav)	
Medi-Cal	960,237	891,068	69,169	7.8%
OneCare Connect	-	-	-	0.0%
OneCare	17,415	16,933	482	2.8%
PACE	437	490	(53)	(10.8%)
MSSP	473	568	(95)	(16.7%)
Total*	978,089	908,491	69,598	7.7%

Change in Net Assets (000)	Actual	Budget	Fav / (Unfav)	
Medi-Cal	$ 4,899	$ (5,942)	10,841	182.4%
OneCare Connect	432	(43)	475	1104.7%
OneCare	(897)	(1,262)	365	28.9%
PACE	129	(18)	147	816.7%
MSSP	(80)	(47)	(33)	(70.2%)
Buildings	(185)	91	(276)	(303.3%)
Investment Income/Expense	17,432	500	16,932	3386.4%
Total	$ 21,730	$ (6,721)	28,451	423.3%

MLR	Actual	Budget	% Point Var
Medi-Cal	95.8%	95.6%	0.2
OneCare Connect	(623.6%)	0.0%	(623.6)
OneCare	97.1%	95.8%	1.3

Administrative Cost (000)	Actual	Budget	Fav / (Unfav)	
Medi-Cal	$ 14,535	$ 16,996	$ 2,461	14.5%
OneCare Connect	31	16	(16)	(99.9%)
OneCare	1,784	2,447	663	27.1%
PACE	259	274	15	5.5%
MSSP	95	101	6	6.0%
Total	$ 16,703	$ 19,833	$ 3,130	15.8%

Total FTE's Month	Actual	Budget	Fav / (Unfav)
Medi-Cal	1,198	1,323	125
OneCare Connect	12	2	(10)
OneCare	172	222	50
PACE	99	115	16
MSSP	21	23	2
Total	1,502	1,684	182

MM per FTE	Actual	Budget	Fav / (Unfav)
Medi-Cal	802	674	(128)
OneCare Connect	-	-	-
OneCare	101	76	(25)
PACE	4	4	(0)
MSSP	22	25	3
Total	651	539	(112)

July - March

Year To Date Enrollment	Actual	Budget	Fav / (Unfav)	
Medi-Cal	8,380,740	8,055,456	325,284	4.0%
OneCare Connect	86,185	87,887	(1,702)	(1.9%)
OneCare	69,639	66,845	2,794	4.2%
PACE	3,903	4,221	(318)	(7.5%)
MSSP	4,251	5,112	(861)	(16.8%)
Total*	8,540,467	8,214,409	326,058	4.0%

Change in Net Assets (000)	Actual	Budget	Fav / (Unfav)	
Medi-Cal	$ 63,380	$ 20,579	42,801	208.0%
OneCare Connect	(793)	(3,055)	2,262	74.0%
OneCare	(3,747)	(5,821)	2,074	35.6%
PACE	1,234	(39)	1,273	3264.1%
MSSP	(629)	(392)	(237)	(60.5%)
Buildings	761	818	(57)	(7.0%)
Investment Income/Expense	62,077	4,500	57,577	1279.5%
Total	$ 122,283	$ 16,590	105,693	637.1%

MLR	Actual	Budget	% Point Var
Medi-Cal	92.8%	93.6%	(0.8)
OneCare Connect	94.7%	95.2%	(0.4)
OneCare	96.2%	96.7%	(0.5)

Administrative Cost (000)	Actual	Budget	Fav / (Unfav)	
Medi-Cal	$ 115,397	$ 138,494	$ 23,096	16.7%
OneCare Connect	10,022	11,139	1,117	10.0%
OneCare	8,091	9,254	1,163	12.6%
PACE	1,851	2,387	536	22.5%
MSSP	796	878	82	9.3%
Total	$ 136,158	$ 162,152	$ 25,994	16.0%

Total FTE's YTD	Actual	Budget	Fav / (Unfav)
Medi-Cal	10,494	11,823	1,329
OneCare Connect	1,022	1,187	164
OneCare	610	812	202
PACE	861	1,027	165
MSSP	185	207	22
Total	13,172	15,055	1,883

MM per FTE	Actual	Budget	Fav / (Unfav)
Medi-Cal	799	681	(117)
OneCare Connect	84	74	(10)
OneCare	114	82	(32)
PACE	5	4	(0)
MSSP	23	25	2
Total	648	546	(103)

Note:* Total membership does not include MSSP

Back to Agenda

CalOptima Health - Consolidated
Statement of Revenues and Expenses
For the One Month Ended March 31, 2023

	Actual		Budget		Variance	
	$	PMPM	$	PMPM	$	PMPM
MEMBER MONTHS	978,089		908,491		69,598	
REVENUE						
Medi-Cal	$ 467,504,925	$ 486.86	$ 295,629,441	$ 331.77	$ 171,875,484	$ 155.09
OneCare Connect	64,007	-	-	-	64,007	-
OneCare	30,701,208	1,762.92	28,390,495	1,676.64	2,310,713	86.28
PACE	3,752,566	8,587.11	4,155,495	8,480.60	(402,929)	106.51
MSSP	209,856	443.67	253,517	446.33	(43,661)	(2.66)
Total Operating Revenue	502,232,562	513.48	328,428,948	361.51	173,803,614	151.97
MEDICAL EXPENSES						
Medi-Cal	447,819,908	466.36	282,497,633	317.03	(165,322,275)	(149.33)
OneCare Connect	(399,122)	-	27,242	-	426,364	-
OneCare	29,814,156	1,711.98	27,204,869	1,606.62	(2,609,287)	(105.36)
PACE	3,365,211	7,700.71	3,900,325	7,959.85	535,114	259.14
MSSP	195,115	412.51	199,480	351.20	4,365	(61.31)
Total Medical Expenses	480,795,267	491.57	313,829,549	345.44	(166,965,718)	(146.13)
GROSS MARGIN	21,437,294	21.91	14,599,399	16.07	6,837,895	5.84
ADMINISTRATIVE EXPENSES						
Salaries and Benefits	11,490,123	11.75	12,006,136	13.22	516,013	1.47
Professional Fees	731,668	0.75	1,065,069	1.17	333,402	0.42
Purchased Services	1,432,120	1.46	2,729,900	3.00	1,297,780	1.54
Printing & Postage	324,825	0.33	701,575	0.77	376,750	0.44
Depreciation & Amortization	386,202	0.39	525,900	0.58	139,698	0.19
Other Expenses	2,298,653	2.35	2,407,146	2.65	108,493	0.30
Indirect Cost Allocation, Occupancy	39,876	0.04	397,587	0.44	357,711	0.40
Total Administrative Expenses	16,703,466	17.08	19,833,313	21.83	3,129,847	4.75
INCOME (LOSS) FROM OPERATIONS	4,733,828	4.84	(5,233,914)	(5.76)	9,967,742	10.60
INVESTMENT INCOME						
Interest Income	10,804,689	11.05	500,000	0.55	10,304,689	10.50
Realized Gain/(Loss) on Investments	(488,402)	(0.50)	-	-	(488,402)	(0.50)
Unrealized Gain/(Loss) on Investments	7,116,212	7.28	-	-	7,116,212	7.28
Total Investment Income	17,432,499	17.82	500,000	0.55	16,932,499	17.27
NET RENTAL INCOME	(185,458)	(0.19)	90,835	0.10	(276,293)	(0.29)
TOTAL MCO TAX	(1,688)	-	-	-	(1,688)	-
TOTAL GRANT EXPENSE	(249,055)	(0.25)	(2,077,922)	(2.29)	1,828,867	2.04
OTHER INCOME	15	-	-	-	15	-
CHANGE IN NET ASSETS	**21,730,140**	**22.22**	**(6,721,001)**	**(7.40)**	**28,451,141**	**29.62**
MEDICAL LOSS RATIO	**95.7%**		**95.6%**		**0.2%**	
ADMINISTRATIVE LOSS RATIO	**3.3%**		**6.0%**		**2.7%**	

Back to Agenda

CalOptima Health- Consolidated
Statement of Revenues and Expenses
For the Nine Months Ended March 31, 2023

	Actual		Budget		Variance	
	$	PMPM	$	PMPM	$	PMPM
MEMBER MONTHS	8,540,467		8,214,409		326,058	
REVENUE						
Medi-Cal	$ 2,800,135,679	$ 334.12	2,692,543,033	$ 334.25	$ 107,592,646	$ (0.13)
OneCare Connect	175,371,583	2,034.83	167,628,057	1,907.31	7,743,526	127.52
OneCare	113,875,095	1,635.22	104,331,403	1,560.80	9,543,692	74.42
PACE	32,627,855	8,359.69	35,160,887	8,329.99	(2,533,032)	29.70
MSSP	1,802,124	423.93	2,281,653	446.33	(479,529)	(22.40)
Total Operating Revenue	3,123,812,337	365.77	3,001,945,033	365.45	121,867,304	0.32
MEDICAL EXPENSES						
Medi-Cal	2,598,606,197	310.07	2,519,704,125	312.79	(78,902,072)	2.72
OneCare Connect	166,142,545	1,927.74	159,543,948	1,815.33	(6,598,597)	(112.41)
OneCare	109,530,682	1,572.84	100,898,397	1,509.44	(8,632,285)	(63.40)
PACE	29,543,250	7,569.37	32,812,983	7,773.75	3,269,733	204.38
MSSP	1,634,883	384.59	1,795,320	351.20	160,437	(33.39)
Total Medical Expenses	2,905,457,556	340.20	2,814,754,773	342.66	(90,702,783)	2.46
GROSS MARGIN	218,354,781	25.57	187,190,260	22.79	31,164,521	2.78
ADMINISTRATIVE EXPENSES						
Salaries and Benefits	92,819,893	10.87	102,048,588	12.42	9,228,695	1.55
Professional Fees	5,841,000	0.68	8,628,745	1.05	2,787,745	0.37
Purchased Services	10,294,421	1.21	15,334,257	1.87	5,039,836	0.66
Printing & Postage	4,010,186	0.47	5,116,550	0.62	1,106,364	0.15
Depreciation & Amortization	3,341,368	0.39	4,733,100	0.58	1,391,732	0.19
Other Expenses	16,532,904	1.94	21,936,609	2.67	5,403,705	0.73
Indirect Cost Allocation, Occupancy	3,317,896	0.39	4,353,682	0.53	1,035,786	0.14
Total Administrative Expenses	136,157,669	15.94	162,151,531	19.74	25,993,862	3.80
INCOME (LOSS) FROM OPERATIONS	82,197,112	9.62	25,038,729	3.05	57,158,383	6.57
INVESTMENT INCOME						
Interest Income	61,730,618	7.23	4,500,000	0.55	57,230,618	6.68
Realized Gain/(Loss) on Investments	(7,704,027)	(0.90)	-	0.00	(7,704,027)	(0.90)
Unrealized Gain/(Loss) on Investments	8,050,675	0.94	-	0.00	8,050,675	0.94
Total Investment Income	62,077,265	7.27	4,500,000	0.55	57,577,265	6.72
NET RENTAL INCOME	760,932	0.09	817,515	0.10	(56,583)	(0.01)
TOTAL MCO TAX	20,853	0.00	-	0.00	20,853	0.00
TOTAL GRANT EXPENSE	(22,772,727)	(2.67)	(13,766,232)	(1.68)	(9,006,495)	(0.99)
OTHER INCOME	75	0.00	-	0.00	75	0.00
CHANGE IN NET ASSETS	**122,283,511**	**14.32**	**16,590,012**	**2.02**	**105,693,499**	**12.30**
MEDICAL LOSS RATIO	**93.0%**		**93.8%**		**(0.8%)**	
ADMINISTRATIVE LOSS RATIO	**4.4%**		**5.4%**		**1.0%**	

Back to Agenda

CalOptima Health - Consolidated - Month to Date
Statement of Revenues and Expenses by LOB
For the One Month Ended March 31, 2023

	Medi-Cal Classic	Medi-Cal Expansion	Whole Child Model	Total Medi-Cal	OneCare Connect	OneCare	PACE	MSSP	Consolidated
MEMBER MONTHS	589,707	358,761	11,769	960,237		17,415	437	473	978,089
REVENUES									
Capitation Revenue	243,951,923	$ 192,287,007	$ 31,265,996	$ 467,504,925	$ 64,007	$ 30,701,208	$ 3,752,566	$ 209,856	$ 502,232,562
Total Operating Revenue	243,951,923	192,287,007	31,265,996	467,504,925	64,007	30,701,208	3,752,566	209,856	502,232,562
MEDICAL EXPENSES									
Provider Capitation	46,180,239	52,924,343	7,063,276	106,167,858	(36,425)	12,542,370			118,673,803
Facilities	36,455,523	31,565,565	3,859,165	71,880,253	(183,076)	5,691,171	635,397		78,023,743
Professional Claims	29,254,137	16,760,250	1,577,764	47,592,151	(33,813)	1,508,841	1,039,986		50,107,165
Prescription Drugs	39,852			39,852	(668,581)	9,202,350	508,154		9,081,776
MLTSS	39,805,889	4,999,210	1,851,772	46,656,870	(177,645)	80,246	121,117	30,390	46,710,979
Incentive Payments	3,447,525	3,621,759	78,789	7,148,073	704,932	(464,381)	(105,813)		7,282,811
Medical Management	3,069,849	2,063,335	415,283	5,548,468	(4,514)	1,253,559	1,166,369	164,725	8,128,607
Other Medical Expenses	85,909,352	66,630,383	10,246,648	162,786,383					162,786,383
Total Medical Expenses	244,162,366	178,564,845	25,092,697	447,819,908	(399,122)	29,814,156	3,365,211	195,115	480,795,267
Medical Loss Ratio	100.1%	92.9%	80.3%	95.8%	-623.6%	97.1%	89.7%	93.0%	95.7%
GROSS MARGIN	**(210,444)**	**13,722,162**	**6,173,299**	**19,685,017**	**463,129**	**887,053**	**387,355**	**14,741**	**21,437,294**
ADMINISTRATIVE EXPENSES									
Salaries & Benefits				10,343,815	36,581	888,973	138,979	81,775	11,490,123
Professional Fees				696,555		33,780		1,333	731,668
Purchased Services				1,184,915	1,019	176,606	69,580		1,432,120
Printing & Postage				177,174	(5,669)	125,464	27,857		324,825
Depreciation & Amortization				384,641			1,561		386,202
Other Expenses				2,284,031	(877)	2,481	6,818	6,200	2,298,653
Indirect Cost Allocation, Occupancy				(536,333)		556,573	13,782	5,854	39,876
Total Administrative Expenses				**14,534,797**	**31,053**	**1,783,876**	**258,577**	**95,163**	**16,703,466**
Admin Loss Ratio				3.1%	48.5%	5.8%	6.9%	45.3%	3.3%
INCOME (LOSS) FROM OPERATIONS				5,150,220	432,076	(896,823)	128,778	(80,422)	4,733,828
INVESTMENT INCOME									17,432,499
NET RENTAL INCOME									(185,458)
TOTAL MCO TAX				(1,688)					(1,688)
TOTAL GRANT EXPENSE				(249,055)					(249,055)
OTHER INCOME				15					15
CHANGE IN NET ASSETS				**$ 4,899,492**	**$ 432,076**	**$ (896,823)**	**$ 128,778**	**$ (80,422)**	**$ 21,730,140**
BUDGETED CHANGE IN NET ASSETS				(5,941,828)	(42,779)	(1,261,705)	(18,375)	(47,149)	(6,721,001)
VARIANCE TO BUDGET - FAV (UNFAV)				$ 10,841,320	$ 474,855	$ 364,882	$ 147,153	$ (33,273)	$ 28,451,141

Note:* Total membership does not include MSSP

Back to Agenda

CalOptima Health - Consolidated - Year to Date
Statement of Revenues and Expenses by LOB
For the Nine Months Ended March 31, 2023

	Medi-Cal Classic	Medi-Cal Expansion	Whole Child Model	Total Medi-Cal	OneCare Connect	OneCare	PACE	MSSP	Consolidated
MEMBER MONTHS	5,164,507	3,109,823	106,410	8,380,740	86,185	69,639	3,903	4,251	8,540,467
REVENUES									
Capitation Revenue	1,431,871,514	$ 1,158,805,355	$ 209,458,810	$ 2,800,135,679	$ 175,371,583	$ 113,875,095	$ 32,627,855	$ 1,802,124	$ 3,123,812,337
Total Operating Revenue	1,431,871,514	1,158,805,355	209,458,810	2,800,135,679	175,371,583	113,875,095	32,627,855	1,802,124	3,123,812,337
MEDICAL EXPENSES									
Provider Capitation	342,200,771	416,352,168	76,344,393	834,897,332	72,095,134	44,133,330			951,125,796
Facilities	294,768,496	257,660,739	46,733,320	599,162,556	26,983,623	21,160,417	7,135,999		654,442,595
Professional Claims	210,839,123	129,482,072	13,098,427	353,419,622	8,716,150	5,026,787	8,527,381		375,689,941
Prescription Drugs	(2,258,159)	(2,287,072)	5,604	(4,539,627)	39,366,212	35,050,853	3,725,003		73,602,440
MLTSS	346,309,394	39,909,750	17,703,749	403,922,893	9,789,801	240,471	1,363,207	257,686	415,574,058
Incentive Payments	27,835,092	31,725,052	803,265	60,363,410	2,396,955	453,784	(120,875)		63,093,274
Medical Management	25,695,860	18,054,359	3,872,882	47,623,102	6,794,670	3,465,039	8,912,535	1,377,198	68,172,543
Other Medical Expenses	161,681,238	123,498,227	18,577,443	303,756,908					303,756,908
Total Medical Expenses	1,407,071,817	1,014,395,296	177,139,084	2,598,606,197	166,142,545	109,530,682	29,543,250	1,634,883	2,905,457,556
Medical Loss Ratio	98.3%	87.5%	84.6%	92.8%	94.7%	96.2%	90.5%	90.7%	93.0%
GROSS MARGIN	**24,799,697**	**144,410,059**	**32,319,725**	**201,529,482**	**9,229,039**	**4,344,414**	**3,084,605**	**167,241**	**218,354,781**
ADMINISTRATIVE EXPENSES									
Salaries & Benefits				83,423,341	4,222,030	3,266,648	1,226,880	680,994	92,819,893
Professional Fees				5,584,790	11,647	229,457	3,106	12,000	5,841,000
Purchased Services				8,717,101	597,537	762,260	217,523		10,294,421
Printing & Postage				2,788,781	252,055	786,045	183,305		4,010,186
Depreciation & Amortization				3,334,243			7,125		3,341,368
Other Expenses				16,370,272	9,082	12,356	87,422	53,772	16,532,904
Indirect Cost Allocation, Occupancy				(4,821,120)	4,929,832	3,034,181	125,385	49,619	3,317,896
Total Administrative Expenses				**115,397,406**	**10,022,183**	**8,090,948**	**1,850,746**	**796,385**	**136,157,669**
Admin Loss Ratio				4.1%	5.7%	7.1%	5.7%	44.2%	4.4%
INCOME (LOSS) FROM OPERATIONS				86,132,076	(793,144)	(3,746,534)	1,233,859	(629,144)	82,197,112
INVESTMENT INCOME									62,077,265
NET RENTAL INCOME									760,932
TOTAL MCO TAX				20,853					20,853
TOTAL GRANT EXPENSE				(22,772,727)					(22,772,727)
OTHER INCOME				75					75
CHANGE IN NET ASSETS				**$ 63,380,277**	**$ (793,144)**	**$ (3,746,534)**	**$ 1,233,859**	**$ (629,144)**	**$ 122,283,511**
BUDGETED CHANGE IN NET ASSETS				20,579,101	(3,054,923)	(5,820,637)	(38,947)	(392,097)	16,590,012
VARIANCE TO BUDGET - FAV (UNFAV)				$ 42,801,176	$ 2,261,779	$ 2,074,103	$ 1,272,806	$ (237,047)	$ 105,693,499

Note:* Total membership does not include MSSP

Back to Agenda

CalOptima Health

March 31, 2023 Unaudited Financial Statements

MONTHLY RESULTS:

- Change in Net Assets is $21.7 million, $28.5 million favorable to budget
- Operating surplus is $4.7 million, with a surplus in non-operating income of $17.0 million

YEAR TO DATE RESULTS:

- Change in Net Assets is $122.3 million, $105.7 million favorable to budget
- Operating surplus is $82.2 million, with a surplus in non-operating income of $40.1 million

Change in Net Assets by Line of Business (LOB) ($ millions):

March				July-March		
Actual	Budget	Variance	**Operating Income (Loss)**	Actual	Budget	Variance
5.2	(3.9)	9.0	Medi-Cal	86.1	34.3	51.8
0.4	(0.0)	0.5	OCC	(0.8)	(3.1)	2.3
(0.9)	(1.3)	0.4	OneCare	(3.7)	(5.8)	2.1
0.1	(0.0)	0.1	PACE	1.2	(0.0)	1.3
(0.1)	(0.0)	(0.0)	MSSP	(0.6)	(0.4)	(0.2)
4.7	**(5.2)**	**10.0**	**Total Operating Income (Loss)**	**82.2**	**25.0**	**57.2**
			Non-Operating Income (Loss)			
17.4	0.5	16.9	Net Investment Income/Expense	62.1	4.5	57.6
(0.2)	0.1	(0.3)	Net Rental Income/Expense	0.8	0.8	(0.1)
(0.0)	0.0	(0.0)	Net Operating Tax	0.0	0.0	0.0
(0.2)	(2.1)	1.8	Grant Expense	(22.8)	(13.8)	(9.0)
0.0	0.0	0.0	Other Income	0.0	0.0	0.0
17.0	**(1.5)**	**18.5**	**Total Non-Operating Income/(Loss)**	**40.1**	**(8.4)**	**48.5**
21.7	**(6.7)**	**28.5**	**TOTAL**	**122.3**	**16.6**	**105.7**

CalOptima Health - Consolidated
Enrollment Summary
For the Nine Months Ended March 31, 2023

March					July - March			
Actual	Budget	$ Variance	% Variance	Enrollment (by Aid Category)	Actual	Budget	$ Variance	% Variance
141,423	138,543	2,880	2.1%	SPD	1,171,968	1,150,874	21,094	1.8%
304,946	303,253	1,693	0.6%	TANF Child	2,736,544	2,748,487	(11,943)	(0.4%)
140,297	128,711	11,586	9.0%	TANF Adult	1,227,044	1,198,403	28,641	2.4%
3,041	3,493	(452)	(12.9%)	LTC	28,951	30,461	(1,510)	(5.0%)
358,761	305,212	53,549	17.5%	MCE	3,109,823	2,821,155	288,668	10.2%
11,769	11,856	(87)	(0.7%)	WCM	106,410	106,076	334	0.3%
960,237	**891,068**	**69,169**	**7.8%**	**Medi-Cal Total**	**8,380,740**	**8,055,456**	**325,284**	**4.0%**
		0	**0.0%**	**OneCare Connect**	**86,185**	**87,887**	**(1,702)**	**(1.9%)**
17,415	**16,933**	**482**	**2.8%**	**OneCare**	**69,639**	**66,845**	**2,794**	**4.2%**
437	**490**	**(53)**	**(10.8%)**	**PACE**	**3,903**	**4,221**	**(318)**	**(7.5%)**
473	**568**	**(95)**	**(16.7%)**	**MSSP**	**4,251**	**5,112**	**(861)**	**(16.8%)**
978,089	**908,491**	**69,598**	**7.7%**	**CalOptima Total**	**8,540,467**	**8,214,409**	**326,058**	**4.0%**
				Enrollment (by Network)				
268,476	205,065	63,411	30.9%	HMO	2,172,956	1,883,393	289,563	15.4%
192,638	235,086	(42,448)	(18.1%)	PHC	1,908,918	2,141,032	(232,114)	(10.8%)
234,029	216,439	17,590	8.1%	Shared Risk Group	2,058,813	1,983,255	75,558	3.8%
265,094	234,478	30,616	13.1%	Fee for Service	2,240,053	2,047,776	192,277	9.4%
960,237	**891,068**	**69,169**	**7.8%**	**Medi-Cal Total**	**8,380,740**	**8,055,456**	**325,284**	**4.0%**
0	**0**	**0**	**0.0%**	**OneCare Connect**	**86,185**	**87,887**	**(1,702)**	**(1.9%)**
17,415	**16,933**	**482**	**2.8%**	**OneCare**	**69,639**	**66,845**	**2,794**	**4.2%**
437	**490**	**(53)**	**(10.8%)**	**PACE**	**3,903**	**4,221**	**(318)**	**(7.5%)**
473	**568**	**(95)**	**(16.7%)**	**MSSP**	**4,251**	**5,112**	**(861)**	**(16.8%)**
978,089	**908,491**	**69,598**	**7.7%**	**CalOptima Total**	**8,540,467**	**8,214,409**	**326,058**	**4.0%**

Note:* Total membership does not include MSSP

CalOptima Health
Enrollment Trend by Network
Fiscal Year 2023

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	YTD Actual	YTD Budget	Variance
HMOs															
SPD	11,237	11,250	11,290	11,288	14,002	14,044	14,044	14,090	14,108				115,353	98,869	16,484
TANF Child	58,966	58,892	58,837	58,847	69,892	69,736	69,972	70,036	70,162				585,340	532,152	53,188
TANF Adult	38,926	38,983	39,331	39,640	48,530	48,844	49,255	49,567	49,999				403,075	371,459	31,616
LTC	1	2	2	1				1					7		7
MCE	99,022	99,788	100,301	101,292	127,939	128,438	129,823	131,179	131,973				1,049,755	861,825	187,930
WCM	2,034	2,020	2,021	2,050	2,272	2,268	2,242	2,285	2,234				19,426	19,088	338
Total	**210,186**	**210,935**	**211,782**	**213,118**	**262,635**	**263,330**	**265,336**	**267,158**	**268,476**				**2,172,956**	**1,883,393**	**289,563**
PHCs															
SPD	7,040	7,022	7,037	7,029	4,408	4,387	4,435	4,356	4,476				50,190	62,958	(12,768)
TANF Child	158,385	158,345	158,767	159,067	148,298	148,419	148,820	149,257	149,182				1,378,540	1,433,442	(54,902)
TANF Adult	16,704	16,780	16,830	16,855	8,478	8,499	8,550	8,590	8,640				109,926	156,167	(46,241)
LTC		1	1	3		2							7		7
MCE	47,505	47,574	47,748	48,051	22,411	22,545	22,920	23,161	23,297				305,212	423,085	(117,873)
WCM	7,366	7,472	7,340	7,301	7,096	7,142	7,175	7,108	7,043				65,043	65,380	(337)
Total	**237,000**	**237,194**	**237,723**	**238,306**	**190,691**	**190,994**	**191,900**	**192,472**	**192,638**				**1,908,918**	**2,141,032**	**(232,114)**
Shared Risk Groups															
SPD	10,824	10,928	10,995	10,954	11,023	11,046	11,181	11,053	11,123				99,127	91,737	7,390
TANF Child	57,419	57,075	56,762	56,460	56,201	55,828	55,913	55,869	55,922				507,449	538,365	(30,916)
TANF Adult	40,518	40,260	40,370	40,566	40,961	41,218	41,636	42,055	42,377				369,961	362,768	7,193
LTC	2	1	3	6	2				1				15		15
MCE	114,819	115,585	116,539	117,839	118,935	119,808	121,272	122,217	123,296				1,070,310	977,845	92,465
WCM	1,360	1,341	1,332	1,369	1,325	1,303	1,294	1,317	1,310				11,951	12,540	(589)
Total	**224,942**	**225,190**	**226,001**	**227,194**	**228,447**	**229,203**	**231,296**	**232,511**	**234,029**				**2,058,813**	**1,983,255**	**75,558**
Fee for Service (Dual)															
SPD	82,253	82,742	82,935	83,572	84,174	83,819	98,278	98,465	98,630				794,868	795,246	(378)
TANF Child	1	1	1	1	1	1	1	1	1				9		9
TANF Adult	1,675	1,712	1,743	1,742	1,767	1,776	2,271	2,318	2,310				17,314	17,648	(334)
LTC	2,894	2,874	2,845	2,879	2,929	2,915	2,943	2,745	2,683				25,707	27,450	(1,743)
MCE	6,480	6,749	7,030	7,314	7,498	7,795	8,014	8,269	8,589				67,738	49,956	17,782
WCM	20	18	24	17	16	18	14	16	16				159	138	21
Total	**93,323**	**94,096**	**94,578**	**95,525**	**96,385**	**96,324**	**111,521**	**111,814**	**112,229**				**905,795**	**890,438**	**15,357**
Fee for Service (Non-Dual - Total)															
SPD	11,984	12,003	16,296	8,528	12,224	12,480	15,537	10,292	13,086				112,430	102,064	10,366
TANF Child	28,613	28,702	29,350	29,540	30,022	28,970	30,017	30,313	29,679				265,206	244,528	20,678
TANF Adult	32,830	33,442	37,388	38,818	35,106	35,368	37,021	39,824	36,971				326,768	290,361	36,407
LTC	360	364	366	345	344	346	367	366	357				3,215	3,011	204
MCE	63,450	64,657	66,876	67,538	69,063	69,002	71,735	72,881	71,606				616,808	508,444	108,364
WCM	1,096	1,094	1,049	1,080	1,036	1,069	1,094	1,147	1,166				9,831	8,930	901
Total	**138,333**	**140,262**	**151,325**	**145,849**	**147,795**	**147,235**	**155,771**	**154,823**	**152,865**				**1,334,258**	**1,157,338**	**176,920**
Grand Totals															
SPD	123,338	123,945	128,553	121,371	125,831	125,776	143,475	138,256	141,423				1,171,968	1,150,874	21,094
TANF Child	303,384	303,015	303,717	303,915	304,414	302,954	304,723	305,476	304,946				2,736,544	2,748,487	(11,943)
TANF Adult	130,653	131,177	135,662	137,621	134,842	135,705	138,733	142,354	140,297				1,227,044	1,198,403	28,641
LTC	3,257	3,242	3,217	3,234	3,275	3,263	3,310	3,112	3,041				28,951	30,461	(1,510)
MCE	331,276	334,353	338,494	342,034	345,846	347,588	353,764	357,707	358,761				3,109,823	2,821,155	288,668
WCM	11,876	11,945	11,766	11,817	11,745	11,800	11,819	11,873	11,769				106,410	106,076	334
Total MediCal MM	**903,784**	**907,677**	**921,409**	**919,992**	**925,953**	**927,086**	**955,824**	**958,778**	**960,237**				**8,380,740**	**8,055,456**	**325,284**
OneCare Connect	**14,203**	**14,771**	**14,405**	**14,198**	**14,197**	**14,385**	**26**						**86,185**	**87,887**	**(1,702)**
OneCare	**2,764**	**2,874**	**2,905**	**2,964**	**3,015**	**3,067**	**17,293**	**17,342**	**17,415**				**69,639**	**66,845**	**2,794**
PACE	**435**	**434**	**437**	**430**	**433**	**437**	**428**	**432**	**437**				**3,903**	**4,221**	**(318)**
MSSP	**466**	**470**	**478**	**478**	**476**	**471**	**467**	**472**	**473**				**4,251**	**5,112**	**(861)**
Grand Total	**921,186**	**925,756**	**939,156**	**937,584**	**943,598**	**944,975**	**973,571**	**976,552**	**978,089**				**8,540,467**	**8,214,409**	**326,058**

Note:* Total membership does not include MSSP

Back to Agenda

ENROLLMENT:

Overall, March enrollment was 978,089

- Favorable to budget 69,598 or 7.7%
- Increased 1,537 or 0.2% from Prior Month (PM) (February 2023)
- Increased 91,609 or 10.3% from Prior Year (PY) (March 2022)

Medi-Cal enrollment was 960,237

- Favorable to budget 69,169 or 7.8% as the Department of Health Care Services (DHCS) pauses Medi-Cal redetermination due to the extension of the Public Health Emergency (PHE), which is set to expire on May 11, 2023
  - Medi-Cal Expansion (MCE) favorable 53,549
  - Temporary Assistance for Needy Families (TANF) favorable 13,279
  - Seniors and Persons with Disabilities (SPD) favorable 2,880
  - Long-Term Care (LTC) unfavorable 452
  - Whole Child Model (WCM) unfavorable 87
- Increased 1,459 from PM

OneCare enrollment was 17,415

- Favorable to budget 482 or 2.8%
- Increased 73 from PM

PACE enrollment was 437

- Unfavorable to budget 53 or 10.8%
- Increased 5 from PM

MSSP enrollment was 473

- Unfavorable to budget 95 or 16.7% due to MSSP currently being understaffed. There is a staff to member ratio that must be met
- Increased 1 from PM

OneCare Connect enrollment was 0 due to transition of OCC members to OC, effective January 1, 2023

CalOptima Health
Medi-Cal
Statement of Revenues and Expenses
For the Nine Months Ending March 31, 2023

Month					Year to Date			
Actual	Budget	$ Variance	% Variance		Actual	Budget	$ Variance	% Variance
960,237	**891,068**	**69,169**	**7.8%**	**Member Months**	**8,380,740**	**8,055,456**	**325,284**	**4.0%**
				Revenues				
467,504,925	295,629,441	171,875,484	58.1%	Medi-Cal Capitation Revenue	2,800,135,679	2,692,543,033	107,592,646	4.0%
467,504,925	**295,629,441**	**171,875,484**	**58.1%**	**Total Operating Revenue**	**2,800,135,679**	**2,692,543,033**	**107,592,646**	**4.0%**
				Medical Expenses				
106,167,858	103,832,628	(2,335,230)	(2.2%)	Provider Capitation	834,897,332	950,852,320	115,954,988	12.2%
71,880,253	69,501,835	(2,378,418)	(3.4%)	Facilities Claims	599,162,556	610,350,917	11,188,361	1.8%
47,592,151	42,268,098	(5,324,053)	(12.6%)	Professional Claims	353,419,622	365,257,752	11,838,130	3.2%
46,656,870	53,897,793	7,240,923	13.4%	MLTSS	403,922,893	453,986,704	50,063,811	11.0%
39,852	-	(39,852)	(100.0%)	Prescription Drugs	(4,539,627)	-	4,539,627	100.0%
7,148,073	4,610,671	(2,537,402)	(55.0%)	Incentive Payments	60,363,410	41,963,891	(18,399,519)	(43.8%)
5,548,468	6,812,536	1,264,068	18.6%	Medical Management	47,623,102	60,625,894	13,002,792	21.4%
162,786,383	1,574,072	(161,212,311)	(10241.7%)	Other Medical Expenses	303,756,908	36,666,647	(267,090,261)	(728.4%)
447,819,908	**282,497,633**	**(165,322,275)**	**(58.5%)**	**Total Medical Expenses**	**2,598,606,197**	**2,519,704,125**	**(78,902,072)**	**(3.1%)**
19,685,017	**13,131,808**	**6,553,209**	**49.9%**	**Gross Margin**	**201,529,482**	**172,838,908**	**28,690,574**	**16.6%**
				Administrative Expenses				
10,343,815	10,638,955	295,140	2.8%	Salaries, Wages & Employee Benefits	83,423,341	90,141,988	6,718,647	7.5%
696,555	1,012,739	316,184	31.2%	Professional Fees	5,584,790	8,204,791	2,620,001	31.9%
1,184,915	2,284,013	1,099,099	48.1%	Purchased Services	8,717,101	12,920,473	4,203,372	32.5%
177,174	487,740	310,566	63.7%	Printing & Postage	2,788,781	3,742,694	953,913	25.5%
384,641	525,000	140,359	26.7%	Depreciation & Amortization	3,334,243	4,725,000	1,390,757	29.4%
2,284,031	2,372,927	88,896	3.7%	Other Operating Expenses	16,370,272	21,689,569	5,319,297	24.5%
(536,333)	(325,660)	210,673	64.7%	Indirect Cost Allocation, Occupancy	(4,821,120)	(2,930,940)	1,890,180	64.5%
14,534,797	**16,995,714**	**2,460,917**	**14.5%**	**Total Administrative Expenses**	**115,397,406**	**138,493,575**	**23,096,169**	**16.7%**
				Non-Operating Income (Loss)				
(1,688)	-	(1,688)	(100.0%)	Net Operating Tax	20,853	-	20,853	100.0%
(249,055)	(2,077,922)	1,828,867	88.0%	Grant Expense	(22,772,727)	(13,766,232)	(9,006,495)	(65.4%)
15	-	15	100.0%	Other Income	75	-	75	100.0%
(250,728)	**(2,077,922)**	**1,827,194**	**87.9%**	**Total Non-Operating Income (Loss)**	**(22,751,799)**	**(13,766,232)**	**(8,985,567)**	**(65.3%)**
4,899,492	**(5,941,828)**	**10,841,320**	**182.5%**	**Change in Net Assets**	**63,380,277**	**20,579,101**	**42,801,176**	**208.0%**
95.8%	***95.6%***	***0.2%***		***Medical Loss Ratio***	***92.8%***	***93.6%***	***(0.8%)***	
3.1%	***5.7%***	***2.6%***		***Admin Loss Ratio***	***4.1%***	***5.1%***	***1.0%***	

Back to Agenda

MEDI-CAL INCOME STATEMENT– MARCH MONTH:

REVENUES of $467.5 million are favorable to budget $171.9 million driven by:

- Favorable volume related variance of $22.9 million
- Favorable price related variance of $148.9 million
  - $158.4 million of Calendar Year (CY) 2021 Hospital Directed Payments (DP)
  - $10.8 million due to PY retroactive eligibility changes and favorable premium capitation rates
  - Offset by:
    - $19.5 million due to COVID-19, Enhanced Care Management (ECM), and Proposition 56 risk corridor reserves

MEDICAL EXPENSES of $447.8 million are unfavorable to budget $165.3 million driven by:

- Unfavorable volume related variance of $21.9 million
- Unfavorable price related variance of $143.4 million
  - Other Medical Expenses unfavorable variance of $161.1 million primarily due to CY 2021 Hospital DP
  - Incentive Payments expense unfavorable variance of $2.2 million
  - Professional Claims expense unfavorable variance of $2.0 million
  - Offset by:
    - Managed Long-Term Services and Supports (MLTSS) expense favorable variance of $11.4 million due to low utilization
    - Provider Capitation favorable variance of $5.7 million
    - Facilities Claims favorable variance of $3.0 million
    - Medical Management favorable variance of $1.8 million

ADMINISTRATIVE EXPENSES of $14.5 million are favorable to budget $2.5 million driven by:

- Other Non-Salary expense favorable to budget $2.2 million
- Salaries & Benefit expense favorable to budget $0.3 million

CHANGE IN NET ASSETS is $4.9 million, favorable to budget $10.8 million

CalOptima Health
OneCare
Statement of Revenues and Expenses
For the Nine Months Ending March 31, 2023

Month					Year to Date			
Actual	Budget	$ Variance	% Variance		Actual	Budget	$ Variance	% Variance
17,415	**16,933**	**482**	**2.8%**	**Member Months**	**69,639**	**66,845**	**2,794**	**4.2%**
				Revenues				
22,215,433	21,493,456	721,977	3.4%	Medicare Part C Revenue	82,726,672	77,293,201	5,433,471	7.0%
8,485,775	6,897,039	1,588,736	23.0%	Medicare Part D Revenue	31,148,424	27,038,202	4,110,222	15.2%
30,701,208	**28,390,495**	**2,310,713**	**8.1%**	**Total Operating Revenue**	**113,875,095**	**104,331,403**	**9,543,692**	**9.1%**
				Medical Expenses				
12,542,370	11,001,613	(1,540,757)	(14.0%)	Provider Capitation	44,133,330	37,750,465	(6,382,865)	(16.9%)
5,691,171	4,818,171	(873,000)	(18.1%)	Inpatient	21,160,417	21,385,307	224,890	1.1%
1,508,841	1,150,658	(358,183)	(31.1%)	Ancillary	5,026,787	3,912,143	(1,114,644)	(28.5%)
80,246	71,285	(8,961)	(12.6%)	MLTSS	240,471	214,360	(26,111)	(12.2%)
9,202,350	8,106,021	(1,096,329)	(13.5%)	Prescription Drugs	35,050,853	30,463,468	(4,587,385)	(15.1%)
(464,381)	606,416	1,070,797	176.6%	Incentive Payments	453,784	2,224,111	1,770,327	79.6%
1,253,559	1,450,705	197,146	13.6%	Medical Management	3,465,039	4,948,543	1,483,504	30.0%
29,814,156	**27,204,869**	**(2,609,287)**	**(9.6%)**	**Total Medical Expenses**	**109,530,682**	**100,898,397**	**(8,632,285)**	**(8.6%)**
887,053	**1,185,626**	**(298,573)**	**(25.2%)**	**Gross Margin**	**4,344,414**	**3,433,006**	**911,408**	**26.5%**
				Administrative Expenses				
888,973	1,082,426	193,453	17.9%	Salaries, Wages & Employee Benefits	3,266,648	4,005,900	739,252	18.5%
33,780	40,583	6,803	16.8%	Professional Fees	229,457	263,247	33,790	12.8%
176,606	392,542	215,936	55.0%	Purchased Services	762,260	1,308,034	545,774	41.7%
125,464	203,268	77,804	38.3%	Printing & Postage	786,045	841,656	55,611	6.6%
2,481	24,992	22,511	90.1%	Other Operating Expenses	12,356	57,476	45,120	78.5%
556,573	703,520	146,947	20.9%	Indirect Cost Allocation, Occupancy	3,034,181	2,777,330	(256,851)	(9.2%)
1,783,876	**2,447,331**	**663,455**	**27.1%**	**Total Administrative Expenses**	**8,090,948**	**9,253,643**	**1,162,695**	**12.6%**
(896,823)	**(1,261,705)**	**364,882**	**28.9%**	**Change in Net Assets**	**(3,746,534)**	**(5,820,637)**	**2,074,103**	**35.6%**
97.1%	***95.8%***	***1.3%***		***Medical Loss Ratio***	***96.2%***	***96.7%***	***(0.5%)***	
5.8%	***8.6%***	***2.8%***		***Admin Loss Ratio***	***7.1%***	***8.9%***	***1.8%***	

Back to Agenda

ONECARE INCOME STATEMENT– MARCH MONTH:

REVENUES of $30.7 million are favorable to budget $2.3 million driven by:

- Favorable volume related variance of $0.8 million
- Favorable price related variance of $1.5 million

MEDICAL EXPENSES of $29.8 million are unfavorable to budget $2.6 million driven by:

- Unfavorable volume related variance of $0.8 million
- Unfavorable price related variance of $1.8 million
  - Provider Capitation expense unfavorable variance of $1.2 million
  - Prescription Drugs expense unfavorable variance of $0.9 million
  - Offset by:
    - All other expenses net favorable variance of $0.3 million

ADMINISTRATIVE EXPENSES of $1.8 million are favorable to budget $0.7 million driven by:

- Other Non-Salary expense favorable to budget $0.5 million
- Salaries & Benefit expense favorable to budget $0.2 million

CHANGE IN NET ASSETS is ($0.9) million, favorable to budget $0.4 million

CalOptima Health
OneCare Connect - Total
Statement of Revenue and Expenses
For the Nine Months Ending March 31, 2023

Month					Year to Date			
Actual	Budget	$ Variance	% Variance		Actual	Budget	$ Variance	% Variance
-	-	-	0.0%	**Member Months**	**86,185**	**87,887**	**(1,702)**	**(1.9%)**
				Revenues				
105,230	-	105,230	100.0%	Medi-Cal Revenue	16,265,623	16,971,109	(705,486)	(4.2%)
-	-	-	0.0%	Medicare Part C Revenue	121,331,695	117,560,580	3,771,115	3.2%
(41,223)	-	(41,223)	(100.0%)	Medicare Part D Revenue	37,774,265	33,096,368	4,677,897	14.1%
64,007	**-**	**64,007**	**100.0%**	**Total Operating Revenue**	**175,371,583**	**167,628,057**	**7,743,526**	**4.6%**
				Medical Expenses				
(36,425)	-	36,425	100.0%	Provider Capitation	72,095,134	69,401,413	(2,693,721)	(3.9%)
(183,076)	-	183,076	100.0%	Facilities Claims	26,983,623	24,684,406	(2,299,217)	(9.3%)
(33,813)	-	33,813	100.0%	Ancillary	8,716,150	7,214,705	(1,501,445)	(20.8%)
(177,645)	-	177,645	100.0%	MLTSS	9,789,801	8,924,314	(865,487)	(9.7%)
(668,581)	-	668,581	100.0%	Prescription Drugs	39,366,212	38,194,494	(1,171,718)	(3.1%)
704,932	-	(704,932)	(100.0%)	Incentive Payments	2,396,955	3,304,554	907,599	27.5%
(4,514)	27,242	31,756	116.6%	Medical Management	6,794,670	7,820,062	1,025,392	13.1%
(399,122)	**27,242**	**426,364**	**1565.1%**	**Total Medical Expenses**	**166,142,545**	**159,543,948**	**(6,598,597)**	**(4.1%)**
463,129	**(27,242)**	**490,371**	**1800.1%**	**Gross Margin**	**9,229,039**	**8,084,109**	**1,144,930**	**14.2%**
				Administrative Expenses				
36,581	15,537	(21,044)	(135.4%)	Salaries, Wages & Employee Benefits	4,222,030	5,581,647	1,359,617	24.4%
-	-	-	0.0%	Professional Fees	11,647	124,998	113,351	90.7%
1,019	9,666	8,647	89.5%	Purchased Services	597,537	712,633	115,096	16.2%
(5,669)	(9,666)	(3,997)	(41.3%)	Printing & Postage	252,055	350,093	98,038	28.0%
(877)	-	877	100.0%	Other Operating Expenses	9,082	36,561	27,479	75.2%
-	-	-	0.0%	Indirect Cost Allocation, Occupancy	4,929,832	4,333,100	(596,732)	(13.8%)
31,053	**15,537**	**(15,516)**	**(99.9%)**	**Total Administrative Expenses**	**10,022,183**	**11,139,032**	**1,116,849**	**10.0%**
432,076	**(42,779)**	**474,855**	**1110.0%**	**Change in Net Assets**	**(793,144)**	**(3,054,923)**	**2,261,779**	**74.0%**
(623.6%)	***0.0%***	***(623.6%)***		***Medical Loss Ratio***	***94.7%***	***95.2%***	***(0.4%)***	
48.5%	***0.0%***	***(48.5%)***		***Admin Loss Ratio***	***5.7%***	***6.6%***	***0.9%***	

CalOptima Health
PACE
Statement of Revenues and Expenses
For the Nine Months Ending March 31, 2023

Month					Year to Date			
Actual	Budget	$ Variance	% Variance		Actual	Budget	$ Variance	% Variance
437	**490**	(53)	(10.8%)	**Member Months**	**3,903**	**4,221**	**(318)**	**(7.5%)**
				Revenues				
2,834,989	3,154,205	(319,216)	(10.1%)	Medi-Cal Capitation Revenue	25,146,084	26,925,345	(1,779,261)	(6.6%)
694,007	792,274	(98,267)	(12.4%)	Medicare Part C Revenue	5,618,673	6,439,106	(820,433)	(12.7%)
223,570	209,016	14,554	7.0%	Medicare Part D Revenue	1,863,099	1,796,436	66,663	3.7%
3,752,566	**4,155,495**	**(402,929)**	**(9.7%)**	**Total Operating Revenue**	**32,627,855**	**35,160,887**	**(2,533,032)**	**(7.2%)**
				Medical Expenses				
1,166,369	1,174,870	8,501	0.7%	Medical Management	8,912,535	10,131,524	1,218,989	12.0%
635,397	1,000,684	365,287	36.5%	Facilities Claims	7,135,999	8,338,155	1,202,156	14.4%
727,339	1,006,579	279,240	27.7%	Professional Claims	6,869,537	8,383,745	1,514,208	18.1%
508,154	432,546	(75,608)	(17.5%)	Prescription Drugs	3,725,003	3,576,017	(148,986)	(4.2%)
121,117	76,516	(44,601)	(58.3%)	MLTSS	1,363,207	617,179	(746,028)	(120.9%)
312,646	202,892	(109,754)	(54.1%)	Patient Transportation	1,657,844	1,713,603	55,759	3.3%
(105,813)	6,238	112,051	1796.3%	Incentive Payments	(120,875)	52,760	173,635	329.1%
3,365,211	**3,900,325**	**535,114**	**13.7%**	**Total Medical Expenses**	**29,543,250**	**32,812,983**	**3,269,733**	**10.0%**
387,355	**255,170**	**132,185**	**51.8%**	**Gross Margin**	**3,084,605**	**2,347,904**	**736,701**	**31.4%**
				Administrative Expenses				
138,979	185,068	46,089	24.9%	Salaries, Wages & Employee Benefits	1,226,880	1,593,915	367,035	23.0%
-	10,413	10,413	100.0%	Professional Fees	3,106	23,711	20,605	86.9%
69,580	43,679	(25,901)	(59.3%)	Purchased Services	217,523	393,117	175,594	44.7%
27,857	20,233	(7,624)	(37.7%)	Printing & Postage	183,305	182,107	(1,198)	(0.7%)
1,561	900	(661)	(73.4%)	Depreciation & Amortization	7,125	8,100	975	12.0%
6,818	75	(6,743)	(8990.8%)	Other Operating Expenses	87,422	70,659	(16,763)	(23.7%)
13,782	13,177	(605)	(4.6%)	Indirect Cost Allocation, Occupancy	125,385	115,242	(10,143)	(8.8%)
258,577	**273,545**	**14,968**	**5.5%**	**Total Administrative Expenses**	**1,850,746**	**2,386,851**	**536,105**	**22.5%**
128,778	**(18,375)**	**147,153**	**800.8%**	**Change in Net Assets**	**1,233,859**	**(38,947)**	**1,272,806**	**3268.0%**
89.7%	***93.9%***	***(4.2%)***		***Medical Loss Ratio***	***90.5%***	***93.3%***	***(2.8%)***	
6.9%	***6.6%***	***(0.3%)***		***Admin Loss Ratio***	***5.7%***	***6.8%***	***1.1%***	

Back to Agenda

CalOptima Health
Multipurpose Senior Services Program
Statement of Revenues and Expenses
For the Nine Months Ending March 31, 2023

Month					Year to Date			
Actual	Budget	$ Variance	% Variance		Actual	Budget	$ Variance	% Variance
473	**568**	**(95)**	**(16.7%)**	**Member Months**	**4,251**	**5,112**	**(861)**	**(16.8%)**
				Revenues				
209,856	253,517	(43,661)	(17.2%)	Revenue	1,802,124	2,281,653	(479,529)	(21.0%)
209,856	**253,517**	**(43,661)**	**(17.2%)**	**Total Operating Revenue**	**1,802,124**	**2,281,653**	**(479,529)**	**(21.0%)**
				Medical Expenses				
164,725	166,522	1,797	1.1%	Medical Management	1,377,198	1,498,698	121,500	8.1%
30,390	32,958	2,568	7.8%	Waiver Services	257,686	296,622	38,936	13.1%
164,725	166,522	1,797	1.1%	Total Medical Management	1,377,198	1,498,698	121,500	8.1%
30,390	32,958	2,568	7.8%	Total Waiver Services	257,686	296,622	38,936	13.1%
195,115	**199,480**	**4,365**	**2.2%**	**Total Program Expenses**	**1,634,883**	**1,795,320**	**160,437**	**8.9%**
14,741	**54,037**	**(39,296)**	**(72.7%)**	**Gross Margin**	**167,241**	**486,333**	**(319,092)**	**(65.6%)**
				Administrative Expenses				
81,775	84,150	2,375	2.8%	Salaries, Wages & Employee Benefits	680,994	725,138	44,144	6.1%
1,333	1,334	1	0.1%	Professional Fees	12,000	11,998	(2)	(0.0%)
6,200	9,152	2,952	32.3%	Other Operating Expenses	53,772	82,344	28,572	34.7%
5,854	6,550	696	10.6%	Indirect Cost Allocation, Occupancy	49,619	58,950	9,331	15.8%
95,163	**101,186**	**6,023**	**6.0%**	**Total Administrative Expenses**	**796,385**	**878,430**	**82,045**	**9.3%**
(80,422)	**(47,149)**	**(33,273)**	**(70.6%)**	**Change in Net Assets**	**(629,144)**	**(392,097)**	**(237,047)**	**(60.5%)**
93.0%	***78.7%***	***14.3%***		***Medical Loss Ratio***	***90.7%***	***78.7%***	***12.0%***	
45.3%	***39.9%***	***(5.4%)***		***Admin Loss Ratio***	***44.2%***	***38.5%***	***(5.7%)***	

Back to Agenda

CalOptima Health
Building 505 - City Parkway
Statement of Revenues and Expenses
For the Nine Months Ending March 31, 2023

Month					Year to Date			
Actual	Budget	$ Variance	% Variance		Actual	Budget	$ Variance	% Variance
				Revenues				
-	-	-	0.0%	Rental Income	-	-	-	0.0%
-	-	-	**0.0%**	**Total Operating Revenue**	-	-	-	**0.0%**
				Administrative Expenses				
46,500	55,650	9,150	16.4%	Purchased Services	378,595	500,850	122,255	24.4%
(102,225)	224,250	326,475	145.6%	Depreciation & Amortization	1,583,738	2,018,250	434,512	21.5%
20,875	22,500	1,625	7.2%	Insurance Expense	187,875	202,500	14,625	7.2%
90,150	138,755	48,605	35.0%	Repair & Maintenance	1,102,427	1,248,795	146,368	11.7%
48,470	48,405	(65)	(0.1%)	Other Operating Expenses	547,640	435,645	(111,995)	(25.7%)
(103,770)	(489,560)	(385,790)	(78.8%)	Indirect Cost Allocation, Occupancy	(3,800,275)	(4,406,040)	(605,765)	(13.7%)
-	-	-	**0.0%**	**Total Administrative Expenses**	-	-	-	**0.0%**
-	-	-	**0.0%**	**Change in Net Assets**	-	-	-	**0.0%**

CalOptima Health
Building 500 - City Parkway
Statement of Revenues and Expenses
For the Nine Months Ending March 31, 2023

Month					Year to Date			
Actual	Budget	$ Variance	% Variance		Actual	Budget	$ Variance	% Variance
				Revenues				
183,394	172,500	10,894	6.3%	Rental Income	1,646,810	1,552,500	94,310	6.1%
183,394	**172,500**	**10,894**	**6.3%**	**Total Operating Revenue**	**1,646,810**	**1,552,500**	**94,310**	**6.1%**
				Administrative Expenses				
-	-	-	0.0%	Professional Fees	-	-	-	0.0%
12,596	13,333	737	5.5%	Purchased Services	113,857	119,997	6,140	5.1%
311,156	-	(311,156)	(100.0%)	Depreciation & Amortization	311,156	-	(311,156)	(100.0%)
-	2,733	2,733	100.0%	Insurance Expense	-	24,597	24,597	100.0%
33,054	25,666	(7,388)	(28.8%)	Repair & Maintenance	279,284	230,994	(48,290)	(20.9%)
12,046	39,933	27,887	69.8%	Other Operating Expenses	181,581	359,397	177,816	49.5%
-	-	-	0.0%	Indirect Cost Allocation, Occupancy	-	-	-	0.0%
368,852	**81,665**	**(287,187)**	**(351.7%)**	**Total Administrative Expenses**	**885,878**	**734,985**	**(150,893)**	**(20.5%)**
(185,458)	**90,835**	**(276,293)**	**(304.2%)**	**Change in Net Assets**	**760,932**	**817,515**	**(56,583)**	**(6.9%)**

OTHER INCOME STATEMENTS – MARCH MONTH:

ONECARE CONNECT INCOME STATEMENT

CHANGE IN NET ASSETS is $0.4 million, favorable to budget $0.5 million

PACE INCOME STATEMENT

CHANGE IN NET ASSETS is $0.1 million, favorable to budget $0.1 million

MSSP INCOME STATEMENT

CHANGE IN NET ASSETS is ($80,422), unfavorable to budget $33,273

BUILDING 500 INCOME STATEMENT

CHANGE IN NET ASSETS is ($0.2) million, unfavorable to budget $0.3 million

- Net of $0.2 million in rental income and expenses primarily due to $0.3 million of depreciation expense

INVESTMENT INCOME

- Favorable variance of $16.9 million is due to interest income of $10.3 million and $6.6 million of unrealized gains on investments

CalOptima Health
Balance Sheet
March 31, 2023

ASSETS		**LIABILITIES & NET POSITION**	
Current Assets		Current Liabilities	
Operating Cash	$1,051,494,162	Accounts Payable	$8,569,529
Short-term Investments	1,526,553,385	Medical Claims Liability	1,960,515,203
Capitation Receivable	373,077,679	Accrued Payroll Liabilities	18,918,148
Receivables - Other	93,226,179	Deferred Revenue	37,371,972
Prepaid Expenses	18,710,796	Deferred Lease Obligations	64,688
		Capitation and Withholds	95,437,408
Total Current Assets	**3,063,062,201**	**Total Current Liabilities**	**2,120,876,949**
Capital Assets			
Furniture & Equipment	50,364,410		
Building/Leasehold Improvements	5,299,125		
Construction in Progress	5,513,357		
505 City Parkway West	52,965,722		
500 City Parkway West	22,631,500		
	136,774,114		
Less: Accumulated Depreciation	(69,640,928)	Other Liabilities	
Capital Assets, Net	67,133,186	GASB 96 Subscription Liabilities	-
GASB 96 Capital Assets		Other (than pensions) Post	
GASB 96 Subscription Assets	-	Employment Benefits Liability	22,564,283
		Net Pension Liabilities	577,854
Less: GASB 96 Accumulated Depreciation	-	Bldg 505 Development Rights	74,812
GASB 96 Capital Assets, Net	-		
Total Capital Assets	67,133,186		
Other Assets			
Restricted Deposit & Other	300,000	**TOTAL LIABILITIES**	**2,144,093,898**
Homeless Health Reserve	-		
Board-Designated Assets:			
Cash and Cash Equivalents	2,057,890		
Investments	575,456,810	Deferred Inflows	
Total Board-Designated Assets	577,514,700	Excess Earnings	686,563
		OPEB 75 Difference in Experience	4,822,000
		Change in Assumptions	1,909,305
Total Other Assets	577,814,700	OPEB Changes in Assumptions	3,389,000
		Diff in Proj vs Act	20,982,636
		Net Position	
TOTAL ASSETS	**3,708,010,087**	TNE	104,085,649
		Funds in Excess of TNE	1,437,666,630
Deferred Outflows		**TOTAL NET POSITION**	1,541,752,279
Contributions	1,931,845		
Difference in Experience	2,353,671		
Excess Earning	-		
Changes in Assumptions	2,325,077		
OPEB 75 Changes in Assumptions	2,486,000		
Pension Contributions	529,000		
TOTAL ASSETS & DEFERRED OUTFLOWS	**3,717,635,680**	**TOTAL LIABILITIES, DEFERRED INFLOWS & NET POSITION**	**3,717,635,680**

CalOptima Health
Board Designated Reserve and TNE Analysis
as of March 31, 2023

Type	Reserve Name	Market Value	Benchmark		Variance	
			Low	High	Mkt - Low	Mkt - High
	Tier 1 - Payden & Rygel	235,077,523				
	Tier 1 - MetLife	233,553,172				
Board-designated Reserve		468,630,695	332,890,926	520,166,601	135,739,769	(51,535,906)
	Tier 2 - Payden & Rygel	54,544,060				
	Tier 2 - MetLife	54,339,945				
TNE Requirement		108,884,005	104,085,649	104,085,649	4,798,356	4,798,356
	Consolidated:	**577,514,700**	**436,976,575**	**624,252,250**	**140,538,125**	**(46,737,550)**
	Current reserve level	*1.85*	*1.40*	*2.00*		

CalOptima Health
Statement of Cash Flows
March 31, 2023

	Month Ended	Year-To-Date
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	21,730,140	122,283,511
Adjustments to reconcile change in net assets		
to net cash provided by operating activities		
Depreciation and amortization	595,133	5,236,263
Changes in assets and liabilities:		
Prepaid expenses and other	6,305,793	3,881,459
Catastrophic reserves		
Capitation receivable	18,177,202	10,560,727
Medical claims liability	289,433,020	682,499,854
Deferred revenue	29,717,859	29,267,928
Payable to health networks	7,231,889	(97,777,220)
Accounts payable	(490,775)	(43,747,358)
Accrued payroll	2,504,432	(263,109)
Other accrued liabilities	(3,290)	47,329
Net cash provided by/(used in) operating activities	375,201,403	711,989,382
GASB 68 CalPERS Adjustments	-	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Net Asset transfer from Foundation	-	-
Net cash provided by (used in) in capital and related financing activities	-	-
CASH FLOWS FROM INVESTING ACTIVITIES		
Change in Investments	198,011,431	(512,092,882)
Change in Property and Equipment	(598,325)	(5,505,413)
Change in Restricted Deposit & Other	-	51
Change in Board designated reserves	(7,586,096)	(7,023,060)
Change in Homeless Health Reserve	-	40,636,739
Net cash provided by/(used in) investing activities	189,827,010	(483,984,565)
NET INCREASE/(DECREASE) IN CASH & CASH EQUIVALENTS	565,028,413	228,004,817
CASH AND CASH EQUIVALENTS, beginning of period	$486,465,749	823,489,344
CASH AND CASH EQUIVALENTS, end of period	**1,051,494,162**	**1,051,494,162**

Back to Agenda

BALANCE SHEET – MARCH MONTH:

ASSETS of $3.7 billion increased $350.1 million from February or 10.4%

- Operating Cash and Short-term Investments net increase of $367.0 primarily due to the timing of cash receipts and payments activity of:
  - $279.5 million of Hospital DP and CY 2021 Intergovernmental Transfers (IGT)
  - $30.0 million prepayment from the Centers for Medicare & Medicaid Services (CMS) for April 2023 capitation payment
- Capitation Receivables decreased $21.0 million due to timing of payments

LIABILITIES of $2.1 billion increased $328.4 million from February or 18.1%

- Claims Liabilities increased $289.4 million primarily due to timing of CY 2021 Hospital DP and IGT
- Deferred Revenue increased $29.7 million due to timing of capitation payments from CMS
- Capitation and Withholds increased $7.2 million primarily due to timing of capitation payments from CMS

NET ASSETS of $1.5 billion, increased $21.7 million from February or 1.4%

CalOptima Health - Consolidated
Net Assets Analysis
For the Nine Months Ended March 31, 2023

Category	Item Description	Amount (millions)	Approved Initiative	Spend to Date	%
	Total Net Position @ 3/31/2023	**$1,541.8**			**100.0%**
Resources Assigned	Board Designated Reserve*	**577.5**			**37.5%**
	Capital Assets, net of depreciation	**67.1**			**4.4%**
Resources Allocated	Homeless Health Initiative**	$21.5	$59.9	$38.4	1.4%
	Housing and Homelessness Incentive Program***	$40.1	40.1	0.0	2.6%
	Intergovernmental Transfers (IGT)	59.6	111.7	52.1	3.9%
	OneCare Member Health Rewards and Incentives	1.0	1.0	0.0	0.1%
	Five-Year Hospital Quality Program Beginning Measurement Year (MY) 2023	153.5	153.5	0.0	10.0%
	Medi-Cal Annual Wellness Initiative	15.0	15.0	0.0	1.0%
	Skilled Nursing Facility Access Program	10.0	10.0	0.0	0.6%
	In-Home Care Pilot Program with the UCI Family Health Center	2.0	2.0	0.0	0.1%
	National Alliance for Mental Illness Orange County Peer Support Program	5.0	5.0	0.0	0.3%
	Mind OC Grant (Orange)	0.0	1.0	1.0	0.0%
	CalFresh Outreach Strategy	1.0	2.0	1.0	0.1%
	Digital Transformation and Workplace Modernization	92.7	100.0	7.3	6.0%
	Mind OC Grant (Irvine)	0.0	15.0	15.0	0.0%
	Coalition of Orange County Community Health Centers Grant	40.0	50.0	10.0	2.6%
	Subtotal:	**$441.4**	**$566.2**	**$124.8**	**28.6%**
Resources Available for New Initiatives	Unallocated/Unassigned*	**$455.7**			**29.6%**

*Total of Board Designated reserve and unallocated reserve amount can support approximately 103 days of CalOptima Health's current operations
**See Page 30 for Summary of Homeless Health Initiative and Allocated Funds for list of Board approved initiatives
*** On September 1, 2022, CalOptima Health's Board of Directors approved reallocation of $40.1M from HHI to HHIP (see HHIP Summary on Page 31).

CalOptima Health
Key Financial Indicators
As of March 2023

Income Statement

Item Name	Month-to-Date (March 2023) Actual	Budget	Variance	%		FY 2023 Year-to-Date (March 2023) Actual	Budget	Variance	%	
Member Months	978,089	908,491	69,598	7.7%		8,540,467	8,214,409	326,058	4.0%	
*Operating Revenue **	502,232,562	328,428,948	173,803,614	52.9%		3,123,812,337	3,001,945,033	121,867,304	4.1%	
*Medical Expenses **	480,795,267	313,829,549	(166,965,718)	(53.2%)		2,905,457,556	2,814,754,773	(90,702,783)	(3.2%)	
General and Administrative Expense	16,703,466	19,833,313	3,129,847	15.8%		136,157,669	162,151,531	25,993,862	16.0%	
Non-Operating Income/(Loss)	16,996,312	(1,487,087)	18,483,399	1242.9%		40,086,398	(8,448,717)	48,535,115	574.5%	
Summary of Income & Expenses	21,730,140	(6,721,001)	28,451,141	423.3%		122,283,511	16,590,012	105,693,499	637.1%	

Ratios

Medical Loss Ratio (MLR)	Actual	Budget	Variance		Actual	Budget	Variance	
Consolidated	95.7%	95.6%	0.2%		93.0%	93.8%	(0.8%)	

Administrative Loss Ratio (ALR)	Actual	Budget	Variance		Actual	Budget	Variance	
Consolidated	3.3%	6.0%	2.7%		4.4%	5.4%	1.0%	

Key:

> 0%	
> -20%, < 0%	
< -20%	

Investment

Investment Balance (excluding CCE)	Current Month	Prior Month	Change	%
@3/31/2023	2,091,748,138	2,281,228,481	(189,480,343)	(8.3%)

Unallocated/Unassigned Reserve Balance	Current Month @ March 2023	Fiscal Year Ending June 2022	Change	%
Consolidated	455,691,158	448,294,548	7,396,610	1.6%
*Days Cash On Hand***	103			

*$293M of Directed Payments (DP) are included in YTD revenue and $291M of DP are included in YTD expenses.
**Total of Board Designated reserve and unallocated reserve amount can support approximately 103 days of CalOptima Health's current operations.

Back to Agenda

CalOptima Health
Digital Transformation Strategy ($100 million total reserve)
Funding Balance Tracking Summary
For the Nine Months Ended March 31, 2023

	FY 2022-23 Month-to-Date				FY 2022-23 Year-to-Date			
	Actual Spend	**Approved Budget**	**Variance $**	**Variance %**	**Actual Spend**	**Approved Budget**	**Variance $**	**Variance %**
Capital Assets (Cost, Information Only):								
Total Capital Assets	**565,599**	**275,000**	**(290,599)**	**-105.7%**	**4,030,380**	**36,221,000**	**32,190,620**	**88.9%**
Operating Expenses:								
Salaries, Wages & Benefits	445,145	540,948	95,803	17.7%	1,756,109	3,740,416	1,984,307	53.1%
Professional Fees	55,563	186,041	130,479	70.1%	118,650	1,674,369	1,555,719	92.9%
Purchased Services	-	50,833	50,833	100.0%	-	157,497	157,497	100.0%
Depreciation Expenses	-	-	-	0.0%	-	-	-	0.0%
Other Expenses	378,627	274,365	(104,262)	(38.0%)	1,378,394	2,469,285	1,090,891	44.2%
Total Operating Expenses	**879,335**	**1,052,187**	**172,853**	**16.4%**	**3,253,153**	**8,041,567**	**4,788,414**	**59.5%**

Funding Balance Tracking:	**Actual Spend**	**Approved Budget**
Beginning Funding Balance	100,000,000	100,000,000
Less:		
FY2022-23	7,283,533	47,473,113
FY2023-24		
FY2024-25		
Ending Funding Balance	**92,716,467**	**52,526,887**

Summary of Homeless Health Initiatives (HHI) and Allocated Funds
As of March 31, 2023

Funds Allocation, approved initiatives:	Allocated Amount	Utilized Amount	Remaining Approved Amount
Enhanced Medi-Cal Services at the Be Well OC Regional Mental Health and Wellness Campus	11,400,000	11,400,000	-
Recuperative Care	6,194,190	6,194,190	-
Medical Respite	250,000	250,000	-
Day Habilitation (County for HomeKey)	2,500,000	2,500,000	-
Clinical Field Team Start-up & Federal Qualified Health Center (FQHC)	1,600,000	1,600,000	-
CalOptima Homeless Response Team	1,681,734	1,681,734	-
Homeless Coordination at Hospitals	10,000,000	9,434,060	565,940
CalOptima Days, HCAP and FQHC Administrative Support	963,261	631,620	331,641
FQHC (Community Health Center) Expansion	21,902	21,902	-
Homeless Clinical Access Program (HCAP) and CalOptima Days	9,888,914	3,170,400	6,718,514
Vaccination Intervention and Member Incentive Strategy	400,000	54,649	345,351
Street Medicine	8,000,000	1,455,500	6,544,500
Outreach and Engagement	7,000,000	-	7,000,000
Housing and Homelessness Incentive Program (HHIP)*	40,100,000	-	40,100,000
Subtotal of Approved Initiatives	**$ 100,000,000**	**$ 38,394,054**	**$ 61,605,946**
Transfer of funds to HHIP*	(40,100,000)	-	(40,100,000)
Program Total	**$ 59,900,000**	**$ 38,394,054**	**$ 21,505,946**

Note:

* On September 1, 2022, CalOptima Health's Board of Directors approved reallocation of $40.1M from HHI to HHIP

Summary of Housing and Homelessness Incentive Program (HHIP) and Allocated Funds
As of March 31, 2023

Funds Allocation, approved initiatives:	Allocated Amount	Utilized Amount	Remaining Approved Amount
Office of Care Coordination	2,200,000	-	2,200,000
Pulse For Good	800,000	-	800,000
Consultant	600,000	-	600,000
Equity Grants for Programs Serving Underrepresented Populations	3,021,311	-	3,021,311
Infrastructure Projects	5,832,314	-	5,832,314
Capital Projects	40,212,839	-	40,212,839
Total of Approved Initiatives	**$ 52,666,464**	**$ -**	**$ 52,666,464**

Note:

Total funding $52.7M: $40.1M Board approved Transfer from CalOptima Homeless Health Initiatives and $12.6M from DHCS HHIP incentive payment

CalOptima Health
Budget Allocation Changes
Reporting Changes for March 2023

Transfer Month	Line of Business	From	To	Amount	Expense Description	Fiscal Year
July	No budget reallocations for July					2022-23
August	Medi-Cal	Health Reward Incentive Fulfillment	Health Reward Incentive Fulfillment	$75,000	To reallocate funds from Purchased Services – Health Reward Incentive Fulfillment to Incentive Budget for PHM Health Rewards	2022-23
September	No budget reallocations for September					2022-23
October	Medi-Cal	Quality Improvements - Professional Fees - Consultants for NCQA Accreditation	Quality Improvements - Subscriptions - CAQH Application Subscription - Credentialing Database	$75,000	To reallocate funds from Professional Fees – Consultants for NCQA Accreditation to Subscriptions – CAQH Application Subscription – Credentialing Database to provide additional funding for expanding scope of services	2022-23
November	OneCare	Customer Service - Member Communication	Cultural & Linguistic Services - Purchased Services	$75,000	To reallocate funds from OC Customer Service – Member Communication to OC Cultural & Linguistic Services – Purchased Services to provide additional funding for translation of documents due to OCC/OC transition	2022-23
November	Medi-Cal	Human Resources - Cert/Cont. Education	Human Resources - Training & Seminars	$10,000	To reallocate funds from HR Onsite Computer Classes to Training & Seminars, HR Staff Development (for the CPS Academy classes)	2022-23
November	Medi-Cal	Population Health Management - Professional Fees	Case management - Training & Seminars	$27,000	To reallocate funds from Population Health Management – Purchased Services to Case Management – Training & Seminars to provide funding for WPATH training	2022-23
December	Medi-Cal	Quality Improvements - Subscriptions	Quality Improvements - Purchased Services	$75,000	To reallocate funds from Subscriptions – CAQH Application Subscription – Credentialing Database to Purchased Services to provide funding for additional credentialing services with a new vendor	2022-23
December	Medi-Cal	Communications - Purchased Services	Communications - Public Activities	$10,000	To reallocate funds from Purchased Services to Public Activities to provide funding for additional Medi-Cal Campaigns Support	2022-23
December	Medi-Cal	Population Health Management - Purchased Services	Quality Improvements - Purchased Services	$24,950	To reallocate funds from Population Health Management – Purchased Services to Quality Improvement – Purchased Services to provide additional funding for CVO credentialing services	2022-23
December	PACE	Capital: Interior Light Improvement	Capital: Additional Furniture, Fixtures and Equipment	$35,000	To reallocate funds from Interior Light Improvement to Additional Furniture Fixtures	2022-23
January	Medi-Cal	Facilities - Comp Supply/Minor Equipment	Facilities - R&M Building	$70,000	To reallocate funds from Facilities Comp Supply/Minor Equipment to Facilities R&M Building to cover any remaining purchases that will be incurred in FY23.	2022-23
January	OCC	Sales & Marketing - Printing & Postage	Cultural & Linguistic Services - Purchased Services	$18,000	To reallocate funds from Sales & Marketing Printing Postage & Customer Service Postage to Cultural Linguistic Purchased OCC-803 (C&L translations/interpreter services) needed an additional $58K to pay outstanding invoices.	2022-23
January	OCC	Customer Service - Postage	Cultural & Linguistic Services - Purchased Services	$40,000	To reallocate funds from Sales & Marketing Printing Postage & Customer Service Postage to Cultural Linguistic Purchased OCC-803 (C&L translations/interpreter services) needed an additional $58K to pay outstanding invoices.	2022-23
January	OC	Sales & Marketing - Purchased Services General	Cultural & Linguistic Services - Purchased Services	$50,000	To reallocate funds from Sales & Marketing - Purchased Services to Cultural & Linguistic - Purchased Services for translations/interpreter services.	2022-23
January	Medi-Cal	Medical Management - Food Services	Medical Management - Professional Dues	$12,000	To reallocate funds from Medical Management Food Services to Medical Management Professional Dues to pay for Orange County Medical Association dues for the Medical Directors.	2022-23
February	Medi-Cal	Capital: Building Security Projects	Capital: Office Suite Renovation & Improvements	$150,000	To reallocate funds from Facilities Building Security Projects to Facilities Office Suite Renovation for Improvements for 8th Floor HR renovation, 9th Floor Office renovation, 9th Floor hallway renovation and Directory signage.	2022-23
February	Medi-Cal	Facilities - Comp Supply/Minor Equipment	Facilities - R&M Building	$70,000	To reallocate funds from Facilities Comp Supply/Minor Equipment to Facilities R&M Building to cover any remaining purchases that will be incurred in FY23.	2022-23
February	Medi-Cal	Capital: Building Security Projects	Capital: Electric Car Charging Station	$30,000	To reallocate funds from Facilities Building Security Projects to Facilities Electric Car Charging Station.	2022-23
February	Medi-Cal	Renaming Capital : Touchless Faucet	Capital - 9th Floor Improvement	$183,000	To re-name and re-purpose to meet new fire code requirements for fire exiting on the 9th floor.	2022-23
February	OC	Sales & Marketing - Purchased Services General	Financial Analysis - Professional Fees	$30,000	To reallocate funds from Sales & Marketing Purchased Services to Financial Analysis Professional Fees for OneCare VBID Model.	2022-23
February	PACE	PACE Center Support - Repair & Maintenance	PACE Administrative - Professional Fees	$50,000	To reallocate funds from PACE Center Support Repair & Maintenance to PACE Administrative Professional Fees for anticipated PACE audit.	2022-23
March	OC	Sales & Marketing - Purchased Services General	IS Application Management - Purchased Services	$80,000	To reallocate funds from Sales & Marketing Purchased Services to IS Application Management Purchased Services to support WIPRO/Infocrossing testing of Edifecs files.	2022-23
March	Medi-Cal	Population Health Mgmt. - Purchased Services General	Quality Analytics - Purchased Services General	$200,000	To reallocate funds from Population Health Management Purchased Services to Quality Analytics Purchased Services for 5 Star Rating Medicare Member Engagement.	2022-23
March	OC	Sales & Marketing - Purchased Services General	Sales & Marketing - Public Activities	$35,000	To reallocate funds from Sales & Marketing Purchased Services to Sales & Marketing Public Activities for OneCare branded promotional items.	2022-23
March	Medi-Cal	Government Affairs - Training & Seminars	Government Affairs - Professional Fees	$10,000	To reallocate funds from Government Affairs Training & Seminars to Government Affairs Professional Fees due to funding shortfall for the short-term Government Affairs consulting contract with Strategies 360.	2022-23
March	Medi-Cal	IS - Application Mgmt. - Maintenance HW/SW	Human Resources - Professional Fees	$100,000	To reallocate funds from IS Application Management - Maintenance HW/SW to Human Resources Professional Fees for Recruiting Services.	2022-23
March	Medi-Cal	Capital: Migrate Data Warehouse/Analytics to the Cloud	Capital: DTS Planning and Executive Support - Cloud Migration Strategy Professional Services	$235,000	To reallocate funds for the shortfall of the DTS Cloud Migration Strategy Professional Services.	2022-23
March	Medi-Cal	Capital: Migrate Data Warehouse/Analytics to the Cloud	Capital: DTS Planning and Executive Support - Vital Group Redlines for Agent Portal	$220,000	To reallocate funds for the shortfall of the DTS Cloud Migration Strategy Professional Services.	2022-23

This report summarizes budget transfers between general ledger classes that are greater than $10,000 and less than $250,000.
This is the result of Board Resolution No. 12-0301-01 which permits the CEO to make budget allocation changes within certain parameters.

Back to Agenda

Board of Directors Meeting
May 4, 2023

Monthly Compliance Report

The purpose of this report is to provide compliance updates to CalOptima Health's Board of Directors including, but not limited to, updates on internal and health network monitoring and audits conducted by CalOptima Health's Audit & Oversight department, regulatory audits, privacy updates, fraud, waste, and abuse (FWA) updates, and any notices of non-compliance or enforcement action issued by regulators.

A. Updates on Regulatory Audits

1. OneCare/OneCare Connect/PACE

- 2023 DHCS PACE Audit *(applicable to PACE)*:

  - PACE plans in operation for 3 or more years are generally audited no more than once every two years.
  - CalOptima Health's PACE plan was last audited by both the Centers for Medicare and Medicaid Services (CMS) and the California Department of Health Care Services (DHCS) in 2018.
  - The 2023 PACE audit is being conducted by DHCS only.
  - On February 22, 2023, CalOptima Health was formally engaged by DHCS for the PACE Program Audit. (CMS will not participate in the audit.)
    - The following areas are included in the scope of the audit: Grievance documentation procedures, Clinical Appropriateness and Care Planning, Transportation, Personnel Records, Subcontractor Agreements, Serious Incident Reports, Onsite Review of the facility, Emergency Preparedness, Meal preparation and kitchen procedures.
  - On February 28, 2023, CalOptima Health attended a call with DHCS to review the audit process and deliverables.
    - DHCS will conduct the audit from April 10, 2023, through April 21, 2023, with the onsite review from April 11, 2023, through April 13, 2023.
    - On March 13, 2023, CalOptima Health submitted the deliverables to DHCS and is awaiting sample selections from DHCS.
  - CalOptima Health has contracted with BluePeak to assist with the audit.
    - On March 20, 2023, CalOptima Health participated in a mock facility site review conducted by BluePeak.
    - On March 27, 2023, CalOptima Health received the mock facility site review results from BluePeak demonstrating all clinical and non-clinical indicators are "met" except for one (1) clinical exception – For Medical Records and Access, PACE is to address each participant's cultural needs.
  - CalOptima Health is currently finalizing the onsite/virtual audit schedule with DHCS.

Back to Agenda

- CY21 Medicare Part D Improper Payment Measure (IPM) *(applicable to OneCare (OC) and OneCare Connect (OCC)*:

  - This is an annual oversight activity performed by CMS to estimate a national Part D Improper Payment Measure. The national Part D IPM reflects both overpayments and underpayments. The sample size per plan is small since the focus is on a national error rate.
  - On January 13, 2023, CMS notified CalOptima Health of its selection for CY2021 Part D IPM.
  - CMS conducts the Part D IPM activity to validate the accuracy of Prescription Drug Encounter (PDE) data submitted by Medicare Part D Sponsors to CMS for payments.
  - On February 14, 2023, CMS issued the audit element check results noting a "pass" for all three (3) samples.
  - On March 30, 2023, CMS provided the Interim Finding Report for both OC and OCC. There were no findings, and no further action is required. A detailed Final Finding Report (FFR) will be sent in November 2023, further summarizing the individual results.

- 2021 Centers for Medicare & Medicaid Services (CMS) Program Audit/Independent Validation Audit (IVA)/2023 Revalidation Audit *(applicable to OC and OCC)*:

  - This audit is being conducted to validate that issues identified in the 2021 CMS Routine Program Audit of CalOptima Health have been successfully remediated. There are two final issues going through validation.
  - On January 10, 2023, CalOptima Health received the Revalidation Notification Letter from CMS stating that CalOptima Health is required to submit a CAP for the remaining two conditions found from the validation audit:
    - Formulary Administration (FA) #2.06
    - Special Needs Plan – Model of Care (SNP-MOC) #5.41
  - On January 12, 2023, CalOptima Health submitted the CAP for FA #2.06 and on 1/18/23, the CAP was submitted for SNP-MOC #5.41.
  - On February 27, 2023, CalOptima Health attended a call with CMS to discuss the revised FA CAP. CMS requested an additional revised FA CAP including a timeframe for CMS to conduct the validation. The requested documents were submitted to CMS on March 30, 2023. On March 9, 2023, an additional revised FA CAP was submitted to CMS.
  - On March 15, 2023, CMS approved the SNP MOC CAP and requested for CalOptima Health to begin revalidation of this condition.
  - On March 21, 2023, CMS approved the FA CAP and informed CalOptima Health that they will be conducting testing for correction by running test claims after April 1, 2023.
  - On March 23, 2023, CalOptima Health met with the SNP-MOC validation auditor, Integritas Medicare, to discuss the timeframe to complete the revalidation for this condition and CalOptima Health requested a 30-day extension from CMS in order to conduct the validation audit and maintain a 5-week lookback period.
  - On March 30, 2023, CMS approved the request for an extension and informed CalOptima Health that the final revalidation report is due to CMS by August 9, 2023.

- 2023 Medicare Part C and Data Part D Data Validation Audit (MDVA) *(applicable to OC)*:

  - CMS requires Sponsors to participate in a yearly independent review to validate data reported to CMS per the Medicare Part C and Part D Reporting Requirements.
  - The audit includes the following Medicare Parts C and D measures:
    - Part C and D Grievances
    - Organization Determinations and Reconsiderations
    - Coverage Determinations and Redeterminations
    - Medication Therapy Management (MTM) Program
    - Special Needs Plan (SNP) Care Management
    - Improving Drug Utilization Review (IDUR) Controls
  - On February 23, 2023, CalOptima Health submitted data for all reporting measures.
  - On February 24, 2023, Advent made available the Organizational Assessment Instrument (OAI) and Measure Overview documents that CMS requires Plans to complete for the MDVA activity. RAC Medicare has requested that the business areas review the documents and submit their responses by March 15, 2023.
  - On March 7, 2023, the first outlier notice was available on Acumen noting findings for SNP-MOC and MTMP and the business areas were notified of the findings and asked to review the report.
    - On March 9, 2023, the first outlier response report was submitted to Acumen. The business areas noted that all data is accurate.
  - On March 14, 2023, CalOptima Health participated in a kickoff call with Advent.
  - On March 21, 2023, the second outlier notice was available on Acumen noting findings for ODR, CDR, and Rewards and Incentives, and the business areas were notified of the findings and asked to review the report.
    - On March 23, 2023, the second outlier response report was submitted to Acumen. The business areas confirmed all data is accurate for ODR and CDR.
  - CalOptima Health is planning to submit all to Advent by April 3, 2023.
  - The virtual audit sessions are scheduled for April 5, 2023, and April 27, 2023.

2. Medi-Cal

- 2024 Managed Care Plan (MCP) Operational Readiness Contract:

  Update:

  As of March 2, 2023, CalOptima Health has **submitted a total of 126 deliverables** for 2024 MCP operational readiness. To date, CalOptima Health has received **approval for 114** items. The remaining deliverables are awaiting a response from the Department of Health Care Services (DHCS) or under review by CalOptima Health as part of an additional information request made by DHCS.

  On-track for all remaining deliverables.

Background – FYI Only

Throughout CY 2022 and CY 2023, MCPs, including CalOptima Health will be required to submit a series of contract readiness deliverables to DHCS for review and approval. Staff will implement the broad operational changes and contractual requirements outlined in the Operational Readiness agreement to ensure compliance with all requirements by January 1, 2024, contract effective date.

- 2023 DHCS Routine Medical Audit:

Update: Audit has concluded; CalOptima Health awaits draft findings report.

Annual (routine) Audit:
- Scope included:
  - Utilization management
  - Case management and coordination of care
  - Availability and accessibility
  - Member rights
  - Quality management
  - Administrative and organizational capacity
- Staff interviews concluded; audit remains open
  - Interviews were conducted February 27 through March 3, 2023
  - DHCS hosted a soft exit on March 2, 2023
    - No preliminary findings will be shared with the Plan
    - All findings will be noted in the draft findings report which they hope to provide within three months (~June 2023)

Next Steps:
- CalOptima Health will receive the draft findings report 1-2 days prior to the (to be scheduled) Exit Conference.
- CalOptima Health will have 15 calendar days (from the day of the Exit Conference) to review the findings and submit any rebuttals.
- Once the findings report is finalized by DHCS, a formal request for corrective action will be communicated.

Although DHCS did not identify observations, RAC will proactively begin outreach and engagement to ensure mitigation and resolution to areas of opportunity, identified during the audit prep and interviews, are remediated.

Focused Audit:
- Scope included:
  - Transportation
  - Behavioral Health
- Staff interviews were conducted February 27 through March 8, 2023.
- No soft exit.

- Once DHCS concludes its focused audit reviews of all MCPs, a report is anticipated to be released by Q2 2024. More information to follow as DHCS finalizes and communicates next steps.

Background – FYI Only

- Key points/dates:
  - Lookback-period: 2/1/22 - 1/31/23
  - Line of Business: Medi-Cal (including SPD and Non-SPD population), OneCare Connect
  - Delegate Impact: Yes, Monarch was selected to participate
  - Audit Interviews: 2/27/23 - 3/10/23, will occur virtually
  - Entrance Conference: 2/27/23 at 9:00am, will occur virtually
  - Provider Office Impact: Yes. The audit will also involve facility site visits and medical record review; this means potential impact to Provider offices.

- 2021 DHCS Medical Audit:

Update: March CAP update was submitted to DHCS timely. April update is on-track.

On December 22, 2022, CalOptima Health submitted its formal corrective action plan (CAP) to DHCS. CalOptima Health must provide **monthly updates** on findings with future milestones. These monthly updates will continue until all milestones have been reached and/or DHCS determines the CAP is closed. CalOptima Health's February update was provided to DHCS timely, and CalOptima Health is on-track for a timely March update.

- 2022 Managed Care Entity (MCE) Program Integrity (PI) Review:

Update: No updates.

Background – FYI Only

- April 13, 2022, the DHCS notified CalOptima Health that it had been selected to provide feedback to CMS in respect to CalOptima Health's internal PI efforts that are in place to ensure adequate oversight as well as to deter and address FWA.
- Review period was the preceding 3 Federal Fiscal Year (FFYs).
- Focused on CalOptima Health's Medi-Cal program. DHCS requested that CalOptima Health respond to a series of questions within the CMS Template and submit responses and supporting documentation to DHCS, which DHCS would then submit to CMS.
- May 4, 2022, CalOptima Health provided its timely response to DHCS.
- On 10/27/22, CalOptima Health met virtually with CMS & DHCS to discuss the internal PI efforts in place to ensure adequate oversight, as well as to deter and address fraud, waste, and abuse.
  - As requested by the auditors, CalOptima Health submitted a number of supporting documents and narrative responses by 11/10/22.

B. Regulatory Notices of Non-Compliance

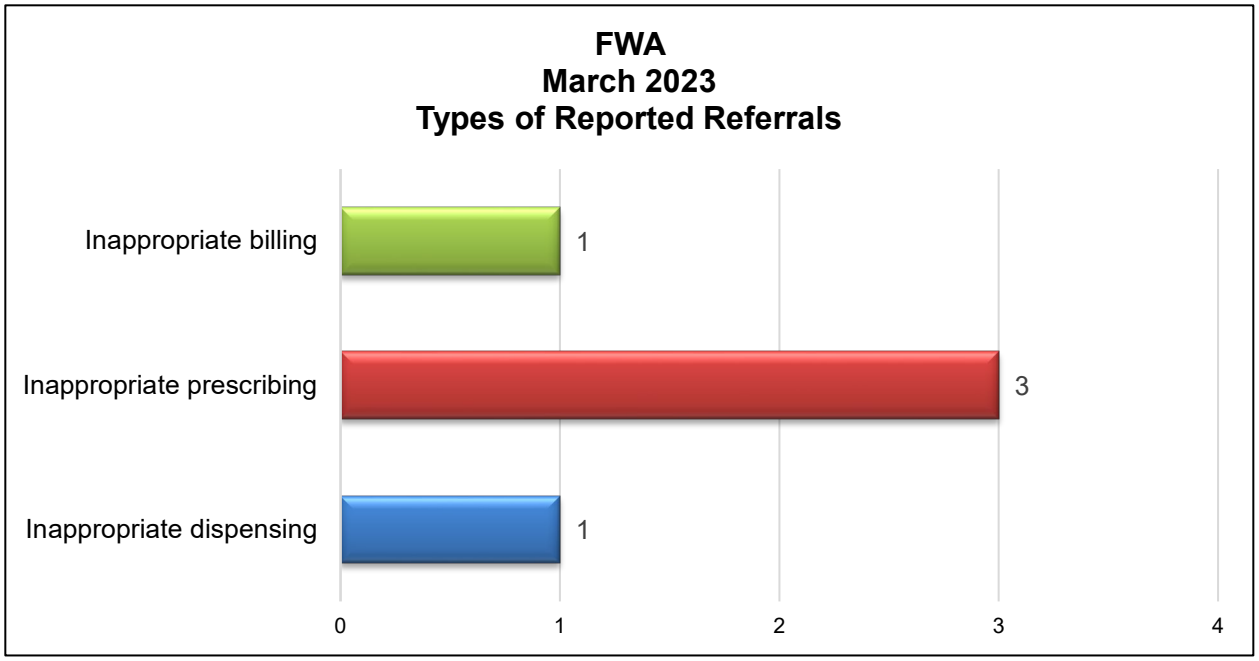
- DHCS Quality Sanction

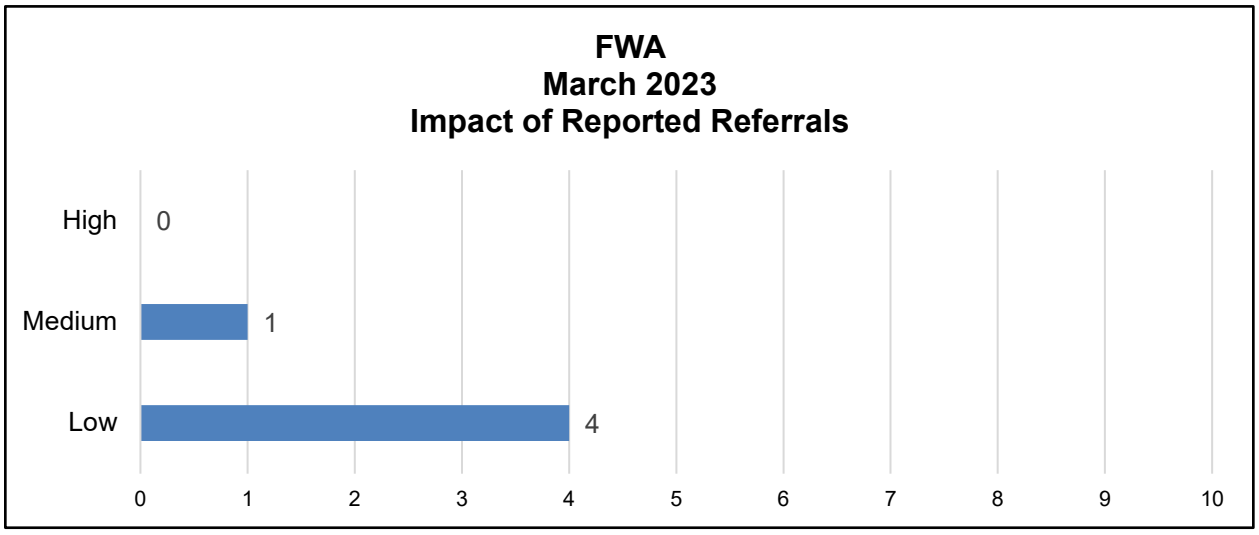
  - DHCS issued a quality sanction notice to CalOptima Health in the amount of $25,000 for falling below the Minimum Performance Level (MPL) for two measurement year (MY) 2021 Medi-Cal Managed Care Accountability Set (MCAS) measures.
  - The final notice was issued to CalOptima Health on February 15, 2023, and CalOptima Health had 15 business days (3/9/23) to request a hearing to appeal the sanction.
  - CalOptima Health submitted a request on March 3, 2023, for a hearing to appeal the sanction.

C. Updates on Internal and Health Network Monitoring and Audits

- **Update:** No updates.

D. Fraud, Waste & Abuse (FWA) Investigations (March 2023)

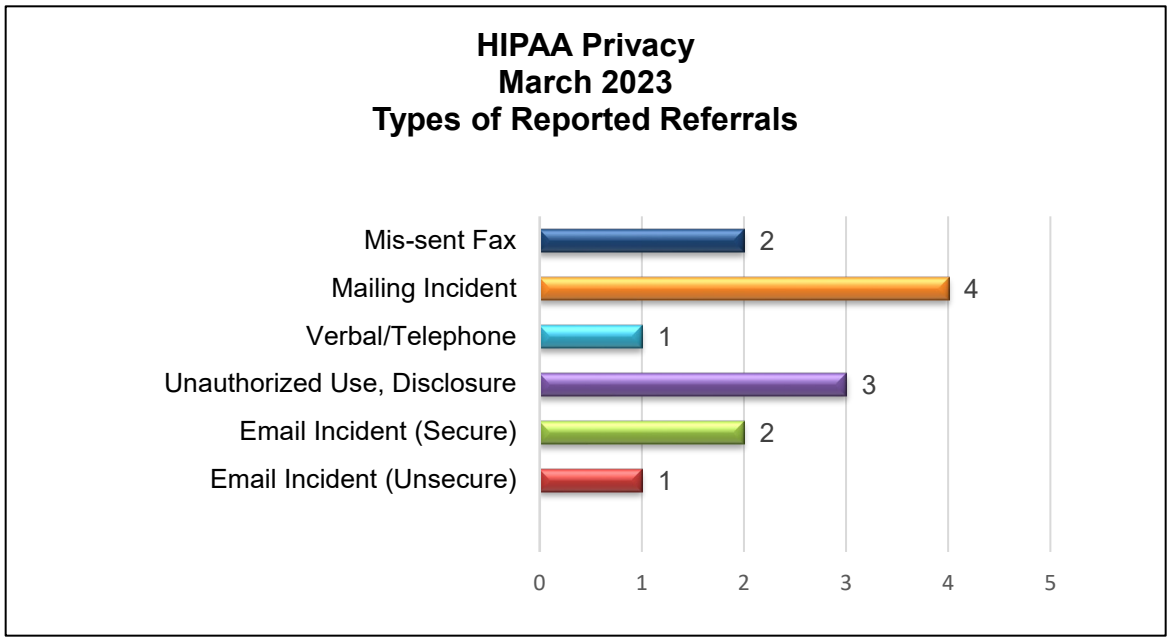


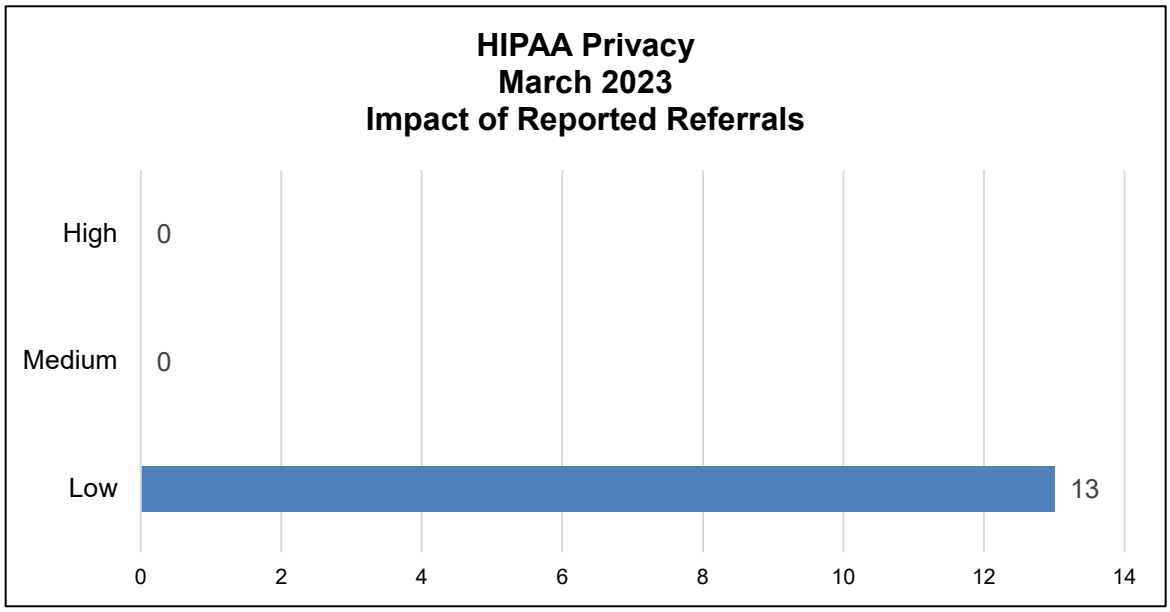


Total Number of New Cases Referred to DHCS (State)	5
Total Number of New Cases Referred to DHCS and CMS*	3
Total Number of Referrals (Subjects) Reported to Regulatory Agencies	**5**

*Effective January 1, 2022, CMS implemented a new portal to report suspicious FWA. Any potential FWA *with impact to Medicare* is reported to both DHCS and CMS at the start of an investigation.

E. Privacy Update: (March 2023)





PRIVACY STATISTICS

Total Number of Referrals Reported to DHCS (State)	13
Total Number of Referrals / Breaches Reported to DHCS and Office for Civil Rights (OCR)	0

POTOMAC PARTNERS DC

STRATEGIC HEALTH CARE

M E M O R A N D U M

April 13, 2023

To: CalOptima Health

From: Potomac Partners DC & Strategic Health Care

Re: April Board of Directors Report

FISCAL YEAR 2024 (FY24) BUDGET AND APPROPRIATIONS

Last month, the Senate Finance Committee heard testimony from Health and Human Services Secretary Xavier Becerra on the President's Fiscal Year 2024 Budget Request. The President's proposed HHS budget for Fiscal Year 2024 (FY24) is $144 billion. This is an increase of over 11.5% compared to the Fiscal Year 2023 (FY23). Ranking Member Mike Crapo (R-ID) asked Secretary Becerra about creating long-term solutions for telehealth flexibilities by including Medicare patients. The Senator referred to a bill extending telehealth flexibilities with an expiration date of 2024. Crapo also called this a "budget cliff" if the problem is not resolved beyond 2024. Sec. Becerra's full written testimony is available here, and the hearing can be viewed here.

The Senate Appropriations Subcommittee on Labor, Health and Human Services, and Education also held a budget hearing with Secretary Becerra. A regular topic of concern from Subcommittee Members was the substance use epidemic and what HHS is doing to prepare for the next pandemic. Sec. Becerra's full written testimony is available here, and the hearing can be viewed here.

House and Senate Appropriations Subcommittees will resume budget hearings and begin the markup process on the week of April 17th, at which point the House and Senate are expected to begin releasing draft spending bills. Negotiations are expected to stretch well into September, when the fiscal year ends on September 30th.

CMS FINALIZES 2024 MEDICARE ADVANTAGE AND PART D RATE

On March 31, 2023, the Centers for Medicare & Medicaid Services (CMS) finalized the 2024 Medicare Advantage and Part D Rate Announcement. This is a positive development for insurers with a larger increase than first proposed and a phase-in of risk adjustment changes. The agency

Back to Agenda

will raise MA payments by 3.32% in 2024, slightly above the 1% raise that it originally proposed, after an intense lobbying campaign from insurers who claimed that the original advance notice released in February would amount to a cut to plans. The campaign included ad buys in major markets, claiming that the proposal would have decreased seniors' benefits. The announcement also included finalized changes to the MA risk adjustment model but will instead phase the changes in over three years as opposed to implementation next year. The CMS factsheet is available here. The announcement is available here.

SENATE BILL AIMS TO CHANGE MA RISK ADJUSTMENT INCENTIVES

Senators Bill Cassidy, M.D. (R-LA) and Jeff Merkley (D-OR) introduced a bill on March 28th entitled S. 1002 – *No Unreasonable Payments, Coding, or Diagnoses for the Elderly (No UPCODE) Act,* that would impose changes to MA risk adjustment and ensure Medicare is being charged for only relevant medical conditions. The legislation's goal is to eliminate financial incentives for MA plans and no longer game risk adjustment to get higher Medicare payments. According to a press release by Sen. Cassidy (available here), the "*No UPCODE Act"* would eliminate risk adjustment incentives by:

- Developing a risk-adjustment model that uses two years of diagnostic data instead of just one year.
- Limiting the ability to use old or unrelated medical conditions to inflate the cost of care.
- Ensuring Medicare is only charged for treatment related to relevant medical conditions.
- Closing the gap between how a patient is assessed under traditional Medicare and Medicare Advantage.

FEDERAL JUDGE STRIKES DOWN PREVENTATIVE SERVICES MANDATE

A federal judge in Texas struck down an Affordable Care Act provision that requires insurance plans to cover certain preventive services at no cost for patients, including cancer screenings and mental health checks. District Court Judge Reed O'Connor sided with a group of conservative employers in Texas that the U.S. Preventive Services Task Force recommendation for services like cancer and HIV screenings to be covered was unconstitutional; therefore, its recommendations should not be mandated. The full ruling is available here. The Biden administration is expected to appeal the ruling and ask for a stay on the judge's order.

HHS PROPOSED RULEMAKING ON HIPAA AND REPRODUCTIVE HEALTH CARE

On April 17th, the U.S. Department of Health and Human Services (HHS) will publish a Proposed Rule soliciting comments on changes to HIPAA that would modify existing standards "by prohibiting uses and disclosures of Protected Health Information (PHI) for criminal, civil, or administrative investigations or proceedings against individuals, covered entities or their business

associates (collectively, "regulated entities"), or other persons for seeking, obtaining, providing, or facilitating reproductive health care that is lawful under the circumstances in which it is provided." While the Department is undertaking this rulemaking, the current Privacy Rule remains in effect. The proposed rule is available here. An HHS factsheet is available here.

TELEHEALTH HIPAA ENFORCEMENT DISCRETION TO EXPIRE SOON

HHS has announced that the "Notifications of Enforcement Discretion" issued under HIPAA and the HITECH Act during the COVID-19 pandemic will expire on May 11th, 2023. In 2020 and 2021, HHS' Office of Civil Rights (OCR) published four Notifications of Enforcement Discretion in the Federal Register regarding how the HIPAA Rules would be applied to certain violations during the COVID-19 nationwide public health emergency. OCR is providing a 90-calendar day transition period for covered health care providers to come into compliance with the HIPAA Rules with respect to their provision of telehealth. The transition period will be in effect beginning on May 12, 2023, and will expire at 11:59 p.m. on August 9, 2023. The full notice is available here.

HOUSE COMMITTEE SEEKS INFORMATION ON SAMHSA FUNDING USE

The House Energy and Commerce Committee is seeking information on how SAMHSA is spending COVID-19 funding, how the agency is implementing the suicide hotline rollout and the new Office of Recovery, as well as details on how they provide support for treatment for serious mental illness. A letter to the agency points to the significant number of mental illness diagnoses in the U.S. prior to the pandemic and how it surged throughout the PHE. The committee also seeks information on SAMHSA's impact after receiving extra funding in pandemic legislation. The full letters is available here.

EDELSTEIN GILBERT ROBSON & SMITH LLC

Donald B. Gilbert Michael R. Robson Trent E. Smith Jason D. Ikerd Associate Bridget E. McGowan Associate

April 21, 2023

CalOptima Health
LEGISLATIVE UPDATE
Edelstein Gilbert Robson & Smith LLC

General Update

The Legislature reconvened from the one-week spring recess on April 10. Since then, policy committees have been meeting to work through all the bills introduced in the first house. The Legislature will have until April 28 for all fiscal bills to be heard in policy committee. Non-fiscal bills will have until May 5 to be heard in policy committee.

Budget Subcommittees have also been meeting to continue to discuss various proposals in the Governor's proposed budget. The Governor will release the May Revision of the 2023-24 Budget in early May. Recent revenue estimates show that the deficit may be larger than initially anticipated, increasing budgetary pressures on the Governor and Legislature as they develop and negotiate a final budget deal.

Legislation of Interest

AB 271 (Quirk-Silva) - Homeless Death Review Committee. This bill would allow counties to establish a homeless death review committee to gather information to identify the root causes of death of homeless individuals as well as determine strategies to improve the coordination of services for this population.

AB 271 passed out of the Assembly in early March and is now pending referral to a policy committee in the Senate.

CalOptima Health supports this bill.

SB 598 (Skinner) - Prior Authorization. This bill would prohibit insurance plans from requiring contracted physicians and other health professionals to get prior authorization for any covered services if the plan approved or would have approved no less than 90% of prior authorization requests in the last one-year contract period.

The bill passed out of the Senate Health Committee this month, with the author accepting various committee amendments that encourage providers and plans towards a 2018 agreement to improve prior authorization.

Commercial health plans are opposing SB 598, while some public health plans are seeking amendments.

1127 11TH Street SUITE 1030 Sacramento, CA 95814 (916)443-6400 FAX (916)443-6445
www.egrslobby.com

Back to Agenda

The bill will go to the Senate Appropriations Committee next.

SB 870 (Caballero) - MCO Tax Renewal. This bill would renew the managed care organization (MCO) tax. It has not been set for a hearing in committee as of the time of this writing, but because the bill requires a 2/3 vote, it is not subject to the policy committee deadlines discussed in the beginning of this report. Negotiations continue to determine how long the tax will last, which entities are taxed and at what rates, and how the revenue is spent. Hospitals and physicians are pushing to earmark the revenue for Medi-Cal rate increases.

AB 1230 (Valencia) - Special Needs Plans. This measure directs the Department of Health Care Services to offer contracts to health care service plans for Highly Integrated Dual Eligible Special Needs Plans (HIDE-SNPs) and Fully Integrated Dual Eligible Special Needs Plans (FIDE-SNPs) to provide care to dual eligible beneficiaries. Most County Organized Health Systems (COHS) have expressed concerns with this bill because it circumvents COHS authority to exclusively contract with providers in their service areas. Discussions with the author and sponsors continue, and the author's office shared that this will be a 2-year bill.

Back to Agenda

2023–24 Legislative Tracking Matrix

Bill Number Author	Bill Summary	Bill Status	Position/Notes
Behavioral Health			
SB 363 Eggman	**Behavioral Health Facilities Database:** No later than January 1, 2025, would require the California Department of Health Care Services (DHCS) to develop a real-time, internet-based database to display information about beds in certain facilities, including chemical dependency recovery hospitals, acute psychiatric hospitals and mental health rehabilitation centers, to identify the availability of inpatient and residential mental health or substance use disorder treatment. ***Potential CalOptima Health Impact:*** Increased resources and access to behavioral health services for CalOptima Health Medi-Cal members.	**03/22/2023** Passed Senate Health Committee; referred to Senate Judiciary Committee	CalOptima Health: Watch
AB 492 Pellerin	**Reproductive and Behavioral Health Integration Pilot Programs:** Would provide grants, incentive payments or other financial support to Medi-Cal managed care plans (MCPs) to partner with providers for the development and implementation of behavioral health integration pilot programs to improve access to services. Partnering providers must be enrolled in the Family Planning, Access, Care, and Treatment (Family PACT) program and provide reproductive health services. ***Potential CalOptima Health Impact:*** Increased funding and access to reproductive and behavioral health services.	**04/18/2023** Passed Assembly Health Committee; referred to Assembly Appropriations Committee	CalOptima Health: Watch
AB 512 Waldron	**Behavioral Health Facilities Database:** Would require the California Health and Human Services Agency to create a committee to study how to develop a real-time, internet-based system, usable by hospitals, clinics, law enforcement, paramedics and emergency medical technicians, and other health care providers to display information about available beds in inpatient psychiatric facilities, crisis stabilization units, residential community mental health facilities and residential alcoholism or substance abuse treatment facilities in order to identify available facilities for the temporary treatment of individuals experiencing a mental health or substance use disorder crisis. ***Potential CalOptima Health Impact:*** Increased efficiency and timeliness of facility referrals; decreased visits to the emergency department.	**03/29/2023** Passed Assembly Health Committee; referred to Assembly Appropriations Committee	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
AB 940 Villapudua	**Eating Disorder Treatment**: Would expand the approved facilities for inpatient treatment of eating disorders to include psychiatric health facilities. ***Potential CalOptima Health Impact:*** Increased access to treatment for eating disorders.	**04/11/2023** Assembly Health Committee hearing canceled by author	CalOptima Health: Watch
AB 1316 Irwin	**Psychiatric Emergency Medical Conditions**: Would require the Medi-Cal program to cover emergency services and care necessary to treat an emergency medical condition, including screening examinations necessary to determine the presence or absence of an emergency medical condition. ***Potential CalOptima Health Impact:*** Increased scope of behavioral health services for CalOptima Health Medi-Cal members.	**04/10/2023** Assembly Health Committee hearing canceled by author	CalOptima Health: Watch
AB 1470 Quirk-Silva	**Behavioral Health Services: Documentation Standards:** Would require DHCS to develop standard forms, including intake and assessment forms, relating to the medical necessity criteria, mandatory screening and transition of care tools. No later than July 1, 2025, regional personnel training on documentation should be completed along with the exclusive use of the standard forms. ***Potential CalOptima Health Impact:*** Additional training for CalOptima Health behavioral health staff on new documentation and materials.	**03/27/2023** Amended and re-referred to Assembly Health Committee	CalOptima Health: Watch
California Advancing and Innovating Medi-Cal (CalAIM)			
AB 586 Calderon	**Community Support: Climate Change Remediation:** Would add "climate change remediation" as a Community Support option, defined as the coverage and installation of devices to address health-related complications, barriers or other factors linked to extreme weather or other climate events, including air conditioners, heaters, air filters and generators. ***Potential CalOptima Health Impact:*** New services available for CalOptima Health Medi-Cal members.	**04/12/2023** Passed Assembly Health Committee; referred to Assembly Appropriations Committee	CalOptima Health: Watch
AB 1338 Petrie-Norris	**Community Support: Fitness**: Would add fitness, physical activity, recreational sports, and mental wellness memberships as a Community Support option. ***Potential CalOptima Health Impact:*** New services available for CalOptima Health Medi-Cal members.	**04/06/2023** Referred to Assembly Health Committee	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
Covered Benefits			
SB 257 Portantino	**Mammography:** Beginning January 1, 2025, would require health plans to cover, without cost sharing, screening mammography and medically necessary diagnostic breast imaging, including following an abnormal mammography result and for individuals with a risk factor associated with breast cancer. ***Potential CalOptima Health Impact:*** Expanded covered benefit for CalOptima Health Medi-Cal members.	**03/29/2023** Passed Senate Health Committee; referred to Senate Appropriations Committee	CalOptima Health: Watch CAHP: Oppose
SB 324 Limón	**Endometriosis:** Would add any clinically indicated treatment for endometriosis as a covered benefit without prior authorization or other utilization review. ***Potential CalOptima Health Impact:*** Expanded covered benefit for CalOptima Health Medi-Cal members.	**04/12/2023** Passed Senate Health Committee; referred to Senate Appropriations Committee	CalOptima Health: Watch CAHP: Oppose
SB 339 Wiener	**HIV Preexposure Prophylaxis and Postexposure Prophylaxis:** Would require the Medi-Cal program to cover preexposure prophylaxis and postexposure prophylaxis furnished by a pharmacist for up to a 90-day course. ***Potential CalOptima Health Impact:*** Expanded Medi-Cal Rx benefit for CalOptima Health Medi-Cal members.	**04/10/2023** Passed Senate Business, Professions and Economic Development Committee; referred to Senate Health Committee	CalOptima Health: Watch CAHP: Oppose Unless Amended
SB 694 Eggman	**Self-Measured Blood Pressure (SMBP) Devices and Services**: Would add SMBP devices and related services as covered Medi-Cal benefits for the treatment of high blood pressure. ***Potential CalOptima Health Impact:*** New covered benefits for CalOptima Health Medi-Cal members.	**03/01/2023** Referred to Senate Health Committee	CalOptima Health: Watch CalPACE: Support
AB 47 Boerner Horvath	**Pelvic Floor Physical Therapy**: Beginning January 1, 2024, would require health plans to provide coverage for pelvic floor physical therapy after pregnancy. ***Potential CalOptima Health Impact:*** New covered benefit for CalOptima Health Medi-Cal members.	**03/20/2023** Referred to Assembly Health Committee	CalOptima Health: Watch CAHP: Oppose
AB 365 Aguiar-Curry	**Continuous Glucose Monitors (CGMs):** Would add CGMs and related supplies as a covered Medi-Cal benefit, subject to utilization controls based on clinical practice guidelines. Would also authorize DHCS to require a manufacturer of CGMs to enter into a rebate agreement with DHCS. ***Potential CalOptima Health Impact:*** New covered benefits for CalOptima Health Medi-Cal members.	**03/21/2023** Passed Assembly Health Committee; referred to Assembly Appropriations Committee	CalOptima Health: Watch CalPACE: Support

Bill Number Author	Bill Summary	Bill Status	Position/Notes
AB 425 Alvarez	**Pharmacogenomics Advancing Total Health for All Act:** Would add pharmacogenomic testing as a covered Medi-Cal benefit, defined as laboratory genetic testing to identify how an individual's genetics may impact the efficacy, toxicity and safety of medications. ***Potential CalOptima Health Impact:*** New covered benefit for CalOptima Health Medi-Cal members.	**04/03/2023** Passed Assembly Health Committee; referred to Assembly Appropriations Committee	CalOptima Health: Watch
AB 608 Schiavo	**Perinatal Services**: Would require DHCS to cover additional perinatal assessments, individualized care plans, visits and units of services during the one-year postpartum Medi-Cal eligibility period that are at least proportional to those available during pregnancy and the initial 60-day postpartum period. DHCS would be required to collaborate with the California Department of Public Health and stakeholders to determine the specific levels of additional coverage. ***Potential CalOptima Health Impact:*** Expanded covered benefit for CalOptima Health Medi-Cal members.	**04/11/2023** Passed Assembly Health Committee; referred to Assembly Appropriations Committee	CalOptima Health: Watch
AB 620 Connolly	**Digestive and Metabolic Disorders:** Beginning January 1, 2024, would require health plans to expand coverage for the testing and treatment of phenylketonuria (PKU) to include other digestive and inherited metabolic disorders. Coverage would include the formulas and special food products that are part of a prescribed diet. ***Potential CalOptima Health Impact:*** Expanded covered benefit for CalOptima Health Medi-Cal members.	**02/23/2023** Referred to Assembly Health Committee	CalOptima Health: Watch CAHP: Oppose
AB 847 Rivas, L.	**Pediatric Palliative Care Services**: Would extend Medi-Cal coverage for palliative care and hospice services, including concurrently, after 21 years of age for individuals who were previously determined eligible prior to 21 years of age. Would require Medi-Cal MCPs to be liable for payment of out-of-county services if unavailable in county of residence. ***Potential CalOptima Health Impact:*** Expanded covered benefit for certain CalOptima Health Medi-Cal members; increased costs for out-of-county services.	**03/27/2023** Amended and re-referred to Assembly Health Committee	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
AB 907 Lowenthal	**PANDAS and PANS**: Beginning January 1, 2024, would require a health plan to provide coverage for treatment of Pediatric Autoimmune Neuropsychiatric Disorder Associated with Streptococcal Infections (PANDAS) and Pediatric Acute-onset Neuropsychiatric Syndrome (PANS) prescribed or ordered by a provider. ***Potential CalOptima Health Impact:*** New covered benefit for pediatric CalOptima Health Medi-Cal members.	**03/20/2023** Amended and re-referred to Assembly Health Committee	CalOptima Health: Watch CAHP: Oppose
AB 1060 Ortega	**Naloxone Hydrochloride:** Would add prescription and non-prescription naloxone hydrochloride as a covered benefit under the Medi-Cal program for the treatment of an opioid overdose. ***Potential CalOptima Health Impact:*** New Medi-Cal Rx benefit for CalOptima Health Medi-Cal members.	**03/20/2023** Amended and re-referred to Assembly Health Committee	CalOptima Health: Watch CAHP: Oppose
AB 1036 Bryan	**Emergency Medical Transportation:** Would require a physician to certify upon patient arrival at an emergency room via emergency medical transportation whether an emergency medical condition existed and required emergency medical transportation. If certified, would require a health plan to provide coverage for emergency medical transportation. ***Potential CalOptima Health Impact:*** Increased CalOptima Health costs for reimbursement of emergency transportation services.	**04/04/2023** Referred to Assembly Health Committee	CalOptima Health: Watch
AB 1085 Maienschein	**Housing Support Services**: Would require DHCS to add housing support services as a covered Medi-Cal benefit for individuals experiencing or at risk of homelessness, consistent with the following Community Supports offered through CalAIM: • Housing Transition Navigation Services • Housing Deposits • Housing Tenancy and Sustaining Services ***Potential CalOptima Health Impact:*** Formalization of certain Community Support services as covered benefits for eligible CalOptima Health Medi-Cal members.	**03/21/2023** Passed Assembly Health Committee; referred to Assembly Appropriations Committee	CalOptima Health: Watch CalPACE: Support

Bill Number Author	Bill Summary	Bill Status	Position/Notes
AB 1644 Bonta	**Medically Supportive Food**: Would add medically supportive food and nutrition intervention plans as covered Medi-Cal benefits, when determined to be medically necessary to a patient's medical condition by a provider or plan. The benefit would be based in part on the following Community Support offered through CalAIM: Medically Tailored Meals. ***Potential CalOptima Health Impact:*** Formalization and expansion of certain Community Support services as covered benefits for eligible CalOptima Health Medi-Cal members.	**04/18/2023** Amended and re-referred to Assembly Health Committee	CalOptima Health: Watch
Medi-Cal Eligibility and Enrollment			
SB 299 Eggman	**Medi-Cal Redeterminations:** Would remove the current requirement for a county to send a notice of action terminating Medi-Cal eligibility if the prepopulated redetermination form is returned as undeliverable and the purpose for the redetermination is loss of contact with the beneficiary. ***Potential CalOptima Health Impact:*** Reduced disenrollments of CalOptima Health members.	**03/22/2023** Passed Senate Health Committee; referred to Senate Appropriations Committee	CalOptima Health: Watch
AB 1481 Boerner Horvath	**Medi-Cal Presumptive Eligibility for Pregnancy**: Would expand presumptive eligibility for pregnant women to all pregnant people, renaming the program "Presumptive Eligibility for Pregnant People" (PE4PP). Would make a presumptively eligible pregnant person eligible for all covered Medi-Cal benefits, except for inpatient services and institutional long-term care. If an application for full-scope Medi-Cal benefits is submitted within 60 days of a PE4PP determination, PE4PP coverage would be effective until the Medi-Cal application is approved or denied. ***Potential CalOptima Health Impact:*** Improved Medi-Cal enrollment process and timelier access to covered benefits for eligible pregnant individuals.	**03/16/2023** Amended and re-referred to Assembly Health Committee	CalOptima Health: Watch
AB 1608 Patterson	**Regional Center Clients:** Would exempt from mandatory Medi-Cal MCP enrollment any dual-eligible and non-dual-eligible Medi-Cal beneficiaries who receive services from a regional center and use the Medi-Cal FFS delivery system as secondary form of health coverage. ***Potential CalOptima Health Impact:*** Decreased number of CalOptima Health members.	**03/27/2023** Amended and re-referred to Assembly Health Committee	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
Medi-Cal Operations and Administration			
SB 411 Portantino	**Brown Act Flexibilities:** Would authorize an appointed board, commission or advisory body of a local agency to use alternate teleconferencing provisions, similar to current provisions in effect during the COVID-19 state of emergency, indefinitely and without regard to a state of emergency. ***Potential CalOptima Health Impact:*** Reimplementation of expanded teleconferencing flexibilities for CalOptima Health Board of Directors (Board) and advisory committee meetings.	**02/22/2023** Referred to Senate Judiciary Committee	CalOptima Health: Watch
AB 557 Hart	**Brown Act Flexibilities:** Would permanently extend current Brown Act teleconferencing flexibilities — when a declared state of emergency is in effect — beyond January 1, 2024. Would also extend the period for a legislative body to make findings related to a continuing state of emergency from every 30 days to every 45 days. ***Potential CalOptima Health Impact:*** Extended teleconferencing flexibilities for Board and advisory committee meetings.	**02/17/2023** Referred to Assembly Local Government Committee	CalOptima Health: Watch
AB 719 Boerner Horvath	**Public Transit Contracts**: Would require Medi-Cal managed care plans to contract with public transit operators for nonmedical transportation (NMT) and nonemergency medical transportation (NEMT) services. Would require reimbursement to be based on the Medi-Cal FFS rates for those services. ***Potential CalOptima Health Impact:*** Execution of additional NMT and NEMT contracts; increased transportation options for CalOptima Health Medi-Cal members.	**02/23/2023** Referred to Assembly Health Committee	CalOptima Health: Watch CAHP: Oppose
AB 1202 Lackey	**Pediatric Time and Distance Standards:** Would require Medi-Cal MCPs to report to DHCS the results of an analysis to identify the number and geographic distribution of Medi-Cal providers needed to ensure compliance with time and distances standards for pediatric primary care. ***Potential CalOptima Health Impact:*** Increased network analysis and reporting to DHCS.	**03/21/2023** Passed Assembly Health Committee; referred to Assembly Appropriations Committee	CalOptima Health: Watch
AB 1690 Kalra	**Universal Health Care Coverage**: States the intent of the Legislature to guarantee accessible, affordable, equitable, and high-quality health care for all Californians through a comprehensive universal single-payer health care program. ***Potential CalOptima Health Impact:*** Unknown but potentially significant impacts to the Medi-Cal program and CalOptima Health care delivery, financing and administration.	**02/17/2023** Introduced	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
Older Adult Services			
S. 1002 Cassidy (LA)	**No Unreasonable Payments, Coding, or Diagnoses for the Elderly (No UPCODE) Act:** Would modify the Medicare Advantage (MA) risk adjustment model to prevent overpayment to MA plans, as follows: • Utilization of two years instead of one of diagnostic data • Exclusion of outdated diagnoses solely included on health risk assessments • Coding adjustment to account for other payment differences between MA and Medicare FFS ***Potential CalOptima Health Impact:*** Decreased reimbursement rates from the Centers for Medicare and Medicaid Services (CMS) for CalOptima Health OneCare members.	**03/28/2023** Referred to Senate Finance Committee	CalOptima Health: Watch
SB 311 Eggman	**Medicare Part A Buy-In:** No later than January 1, 2024, would require DHCS to submit a Medicaid state plan amendment to enter into a Medicare Part A buy-in agreement with CMS. This would allow DHCS to automatically enroll individuals with a Part A premium into Part A on their behalf. ***Potential CalOptima Health Impact:*** Simplified Medicare enrollment and increased financial stability for dual-eligible CalOptima Health members with Part A premium requirements.	**03/22/2023** Passed Senate Health Committee; referred to Senate Appropriations Committee	CalOptima Health: Watch LHPC: Support CalPACE: Support
AB 1022 Mathis	**Program of All-Inclusive Care for the Elderly (PACE) Rates and Assessments**: Would require PACE capitation rates to also reflect the frailty level and risk associated with participants. In addition, would expand a PACE organization's authority to use video telehealth to conduct all assessments. ***Potential CalOptima Health Impact:*** Increased capitation rates for CalOptima Health PACE participants; expanded use of video telehealth assessments.	**03/02/2023** Referred to Assembly Health Committee	CalOptima Health: Watch
AB 1223 Hoover	**PACE Audits:** Would require DHCS to perform program audits of PACE organizations and to develop and maintain standards, rules, and auditing protocols, including related to data collection, technical assistance, formal decisions and enforcement of non-compliance. ***Potential CalOptima Health Impact:*** Modified audit protocols for CalOptima Health PACE.	**03/13/2023** Amended and re-referred to Assembly Health Committee	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
AB 1230 Valencia	**Special Needs Plans (SNPs)**: No later than January 1, 2025, would require DHCS to offer contracts to health plans for Highly Integrated Dual Eligible Special Needs Plans (HIDE-SNPs) and Fully Integrated Dual Eligible Special Needs Plans (FIDE-SNPs) to provide care to dual eligible beneficiaries. ***Potential CalOptima Health Impact:*** Increased number of SNPs in Orange County; decreased number of CalOptima Health OneCare members.	**03/02/2023** Referred to Assembly Health Committee	CalOptima Health: Watch LHPC: Oppose
Providers			
SB 598 Skinner	**Prior Authorization "Gold Carding"**: Beginning January 1, 2025, would prohibit a health plan from requiring a contracted provider to obtain a prior authorization for any services if the plan approved or would have approved no less than 90% of the prior authorization requests submitted by the provider in the most recent one-year contracted period. ***Potential CalOptima Health Impact:*** Implementation of new utilization management (UM) procedures to assess provider approval rates; decreased number of prior authorizations.	**04/12/2023** Passed Senate Health Committee; referred to Senate Appropriations Committee	CalOptima Health: Watch CAHP: Oppose
SB 819 Eggman	**Medi-Cal Mobile Health Care Site Enrollment:** Would exempt intermittent or mobile health care sites from enrolling in Medi-Cal as a separate provider if operated by a government-operated primary care clinic that is exempt from licensure by the California Department of Public Health. ***Potential CalOptima Health Impact:*** Expansion of intermittent and mobile health care sites; increased access to care for CalOptima Health members.	**04/13/2023** Referred to Senate Health Committee	CalOptima Health: Watch
AB 236 Holden	**Provider Directory Audits:** Would require health plans to annually audit and delete inaccurate listings from its provider directories. Would also require a provider directory to be 60% accurate by January 1, 2024, with increasing percentage accuracy each year until the directories are 95% accurate by January 1, 2027. In addition, plans would be subject to penalties for failure to meet the prescribed benchmarks and for each inaccurate listing in its directories. Finally, beginning July 1, 2024, would require plans to delete a provider from its directory if a plan has not reimbursed the provider in the prior year. ***Potential CalOptima Health Impact:*** Increased oversight of CalOptima Health provider directory; increased coordination with contracted providers; increased penalty payments to DHCS.	**03/21/2023** Passed Assembly Health Committee; referred to Assembly Appropriations Committee	CalOptima Health: Watch LHPC: Oppose CAHP: Oppose

Bill Number Author	Bill Summary	Bill Status	Position/Notes
AB 564 Villapudua	**Medi-Cal Claim Signatures**: Would allow Medi-Cal providers to submit electronic signatures for claims and remittance forms. ***Potential CalOptima Health Impact:*** Reduced administrative burden for CalOptima Health contracted providers.	**04/11/2023** Passed Assembly Health Committee; referred to Assembly Appropriations Committee	CalOptima Health: Watch
AB 904 Calderon	**Doula Access**: Beginning January 1, 2025, would require a health plan to develop a maternal and infant health equity program that addresses racial health disparities in maternal and infant health outcomes through the use of doulas. ***Potential CalOptima Health Impact:*** Increased access to prenatal care for eligible CalOptima Health Medi-Cal members; additional provider contracting and credentialing, additional staff time for program management.	**04/11/2023** Passed Assembly Health Committee; referred to Assembly Appropriations Committee	CalOptima Health: Watch
AB 931 Irwin	**Physical Therapy Prior Authorization**: Beginning January 1, 2025, would prohibit health plans from requiring prior authorization for the initial 12 treatment visits for a new episode of care for physical therapy. ***Potential CalOptima Health Impact:*** Modified UM procedures for a covered Medi-Cal benefit.	**04/11/2023** Passed Assembly Health Committee; referred to Assembly Appropriations Committee	CalOptima Health: Watch CAHP: Oppose
AB 1122 Bains	**Medi-Cal Provider Applications:** Would allow providers to submit any primary source documentation as proof of information required on a Medi-Cal enrollment application. Would also authorize providers to submit applications up to 30 days before having an established place of business. ***Potential CalOptima Health Impact:*** Streamlined Medi-Cal provider enrollment process; increased number of CalOptima Health contracted providers.	**04/18/2023** Passed Assembly Health Committee; referred to Assembly Appropriations Committee	CalOptima Health: Watch
AB 1241 Weber	**Medi-Cal Telehealth Access:** Would require Medi-Cal telehealth providers to maintain the ability to either offer in-person services or arrange a referral to in-person services. However, this would not require a provider to schedule an appointment with a different provider on behalf of a patient. ***Potential CalOptima Health Impact:*** Continued flexibility to access in-person, video, and audio-only health care services for CalOptima Health Medi-Cal members.	**03/28/2023** Passed Assembly Health Committee; referred to Assembly Appropriations Committee	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
AB 1288 Reyes	**Medication-Assisted Treatment Prior Authorization**: Would prohibit health plans from requiring prior authorization for a buprenorphine product, methadone, or long-acting injectable naltrexone for detoxification or maintenance treatment of a substance use disorder, when prescribed according to generally accepted national professional guidelines. ***Potential CalOptima Health Impact:*** Modified UM procedures for a covered Medi-Cal benefit.	**03/02/2023** Referred to Assembly Health Committee	CalOptima Health: Watch CAHP: Oppose
Rates & Financing			
SB 282 Eggman	**FQHC Same-Day Visits**: Would authorize reimbursement for a maximum of two separate visits that take place on the same day at a single FQHC site, whether through a face-to-face or telehealth-based encounter (e.g., a medical visit and dental visit on the same day). In addition, would add a licensed acupuncturist within those health care professionals covered under the definition of a "visit." ***Potential CalOptima Health Impact:*** Timelier access to services at CalOptima Health's contracted FQHCs.	**03/29/2023** Passed Senate Health Committee; referred to Senate Appropriations Committee	CalOptima Health: Watch LHPC: Support
SB 340 Eggman	**Eyeglasses Reimbursement**: Would authorize a provider to purchase eyeglasses from a private entity instead of from the Prison Industry Authority for the purpose of Medi-Cal reimbursement for covered optometric services. ***Potential CalOptima Health Impact:*** Timelier access to prescription eyeglasses for CalOptima Health Medi-Cal members.	**03/29/20223** Passed Senate Health Committee; referred to Senate Public Safety Committee	CalOptima Health: Watch
SB 870 Caballero	**Managed Care Organization (MCO) Tax:** Would renew the MCO tax on health plans, which expired on January 1, 2023, to an unspecified future date. Would also modify the tax rates to unspecified percentages that are based on the Medi-Cal membership of the health plan. ***Potential CalOptima Health Impact:*** Increased tax liability on CalOptima Health.	**04/12/2023** Amended and re-referred to Senate Health Committee	CalOptima Health: Watch
AB 55 Rodriguez	**Ground Ambulance Transportation**: Effective January 1, 2024, would require Medi-Cal MCPs to implement a value-based purchasing model that increases reimbursement to ground ambulance transportation providers who meet certain workforce standards. ***Potential CalOptima Health Impact:*** Increased financial stability for CalOptima Health's contracted transportation providers; increased costs for CalOptima Health.	**04/03/2023** Re-referred to Assembly Health Committee	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
AB 488 Nguyen, S.	**Vision Loss:** Would modify the Skilled Nursing Facility (SNF) Workforce and Quality Incentive Program measures and milestones to include program access, staff training, and capital improvement measures aimed at addressing the needs of SNF residents with vision loss. ***Potential CalOptima Health Impact:*** Modified payments to CalOptima Health contracted SNFs; increased data collection, tracking and reporting requirements; improved quality of life for certain members with vision loss.	**03/27/2023** Referred to Assembly Health Committee	CalOptima Health: Watch
AB 576 Weber	**Abortion Reimbursement**: Would require DHCS to fully reimburse Medi-Cal providers for providing medication to terminate a pregnancy that aligns with clinical guidelines, evidence-based research and provider discretion. ***Potential CalOptima Health Impact:*** Increased financial stability for eligible CalOptima Health contracted providers.	**04/11/2023** Passed Assembly Health Committee; referred to Assembly Appropriations Committee	CalOptima Health: Watch
AB 1549 Carrillo	**FQHC and RHC Rates:** Would require that DHCS's per-visit rates to FQHCs and RHCs account for costs that are reasonable and related to the provision of covered services, the intensity of activities taking place in an average visit, the length or duration of a visit and the number of activities provided during a visit. ***Potential CalOptima Health Impact:*** Increased financial stability of CalOptima Health's contracted FQHCs.	**03/27/2023** Referred to Assembly Health Committee	CalOptima Health: Watch
AB 1698 Wood	**Medi-Cal Funding**: States the intent of the Legislature to enact future legislation to increase overall funding and reimbursement for the Medi-Cal program. ***Potential CalOptima Health Impact***: Increased financial stability for CalOptima Health and its contracted providers.	**02/17/2023** Introduced	CalOptima Health: Watch
Social Determinants of Health			
AB 85 Weber	**Social Determinants of Health (SDOH) Screenings:** Would add SDOH screenings as a covered Medi-Cal benefit. Would also require health plans to provide primary care providers with adequate access to community health workers, social workers and peer support specialists. Would also require Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) to be reimbursed for these services at the Med-Cal fee-for-service (FFS) rate. ***Potential CalOptima Health Impact:*** New covered benefits for CalOptima Health Medi-Cal members.	**04/17/2023** Referred to Assembly Health Committee	CalOptima Health: Watch CAHP: Oppose

Bill Number Author	Bill Summary	Bill Status	Position/Notes
AB 257 Hoover	**Encampment Restrictions:** Would prohibit a person from sitting, lying, sleeping or placing personal property in any street, sidewalk or other public property within 500 feet of a school, daycare center, park or library. ***Potential CalOptima Health Impact:*** Increased outreach and support services for unsheltered CalOptima Health Medi-Cal members.	**03/07/2023** Failed passage in Assembly Public Safety Committee	CalOptima Health: Watch
AB 271 Quirk-Silva	**Homeless Death Review Committee:** Would authorize counties to establish a homeless death review committee for the purpose of gathering information to identify the root causes of the deaths of homeless individuals and to determine strategies to improve coordination of services for the homeless population. ***Potential CalOptima Health Impact:*** Increased coordination and data review between the County of Orange and CalOptima Health.	**03/06/2023** Passed Assembly floor; referred to Senate	**03/02/2023** CalOptima Health: Support

Information in this document is subject to change as bills proceed through the legislative process.

ACAP: Association for Community Affiliated Plans
CAHP: California Association of Health Plans
CalPACE: California PACE Association
LHPC: Local Health Plans of California
NPA: National PACE Association

Last Updated: April 19, 2023

2023 Federal Legislative Dates

January 3	118th Congress, 1st Session convenes
July 31–September 4	Summer recess for Senate
July 31–September 11	Summer recess for House
December 15	1st Session adjourns

Source: Floor Calendars, United States Congress: https://www.congress.gov/calendars-and-schedules

2023 State Legislative Dates

January 4	Legislature reconvenes
January 10	Proposed budget must be submitted by Governor
February 17	Last day for legislation to be introduced
March 30–April 10	Spring recess
April 28	Last day for policy committees to hear and report to fiscal committees any fiscal bills introduced in that house
May 5	Last day for policy committees to hear and report to the Floor any non-fiscal bills introduced in that house
May 19	Last day for fiscal committees to hear and report to the Floor any bills introduced in that house
May 30–June 2	Floor session only
June 2	Last day for each house to pass bills introduced in that house
June 15	Budget bill must be passed by midnight
July 14	Last day for policy committees to hear and report bills in their second house to fiscal committees or the Floor
July 14–August 14	Summer recess
September 1	Last day for fiscal committees to report bills in their second house to the Floor
September 5–14	Floor session only
September 8	Last day to amend bills on the Floor
September 14	Last day for each house to pass bills; final recess begins upon adjournment
October 14	Last day for Governor to sign or veto bills passed by the Legislature

Source: 2023 State Legislative Deadlines, California State Assembly: http://assembly.ca.gov/legislativedeadlines

About CalOptima Health

CalOptima Health is a county organized health system that administers health insurance programs for low-income children, adults, seniors and people with disabilities. As Orange County's community health plan, our mission is to serve member health with excellence and dignity, respecting the value and needs of each person. We provide coverage through four major programs: Medi-Cal, OneCare Connect Cal MediConnect Plan (Medicare-Medicaid Plan), OneCare (Medicare Advantage Special Needs Plan) and the Program of All-Inclusive Care for the Elderly (PACE).

Board of Directors Meeting
May 4, 2023
CalOptima Health Community Outreach Summary — April and May 2023

Background

CalOptima Health is committed to serving the community by sharing information with current and potential members and strengthening relationships with community partners. To this end, our team attends community coalitions, collaborative meetings and advisory groups as well as supports our community partners' public activities.

CalOptima Health's participation in public activities promotes:

- Member interaction/enrollment in a CalOptima Health program
- Community awareness of CalOptima Health
- Partnerships that increase positive visibility and relationships with community organizations

We continue to participate in public activities virtually in most instances, with limited in-person attendance. Participation includes providing Medi-Cal educational materials and, if criteria are met, financial support and/or CalOptima Health-branded items.

Community Outreach Highlight

The County of Orange Social Services Agency (SSA) started renewing members' Medi-Cal on April 1 as part of a process called Medi-Cal redetermination. To inform our community about the annual renewal process, CalOptima Health partnered with SSA and Covered California to host two webinars in March. A total of 581 healthcare partners and community stakeholders received updates regarding the annual renewal process, including the timeline, how CalOptima Health members can prepare to report changes in contact information or circumstances, and communications strategy and resources for the community. Video recordings on the renewal process in English, Spanish and Vietnamese will be posted on YouTube for members to view. In addition, CalOptima Health and SSA will be hosting a Medi-Cal Redetermination and CalFresh Enrollment Event on June 10, 9 a.m.–1 p.m., at St. Anthony Claret Catholic Church in Anaheim. These activities are critical to ensure our members keep their Medi-Cal benefits.

Summary of Public Activities

As of April 10, CalOptima Health plans to participate in, organize or convene 75 public activities in April and May. In April, there will be 38 public activities, including 18 virtual community/collaborative meetings, five community-based presentations, 13 community events, one Cafecito meeting and one Health Network Forum. In May, there will be 37 public activities, including 19 virtual community/collaborative meetings, three community-based presentations, 14 community events and one Health Network Forum. A summary of the agency's participation in community events throughout Orange County is attached.

Endorsements

CalOptima Health provided two endorsements since the last reporting period (e.g., letters of support, program/public activity events with support or use of name/logo). Endorsement requests must meet the requirements of CalOptima Health's Policy AA.1214: Guidelines for Endorsements by CalOptima Health, for Letters of Support and Use of CalOptima Health's Name and Logo. More information about policy requirements can be found at: https://www.caloptima.org/en/About/CommunityRelations/CommunityOutreach.aspx.

1. Letter of Support for AltaMed's proposal for the Fiscal Year 2023 Early Childhood Development program.

2. Letter of support for AltaMed's proposal for the Children and Youth Behavioral Health Initiative to increase screening and assessments for children and families who have experienced trauma.

For additional information or questions, contact CalOptima Health Community Relations Director Tiffany Kaaiakamanu at 657-235-6872 or tkaaiakamanu@caloptima.org.

Updated 2023-04-20

Back to Agenda

Community events hosted by CalOptima Health and community partners in April and May 2023:

April 2023			
4/3 2:30–3:30 p.m.	**CalOptima Health Medi-Cal Overview Presentation in Spanish** Troy High School 2200 Dorothy Ln., Fullerton	At least one staff member presented (in-person).	• Community-based organization presentation • Open to members/community
4/4 10–11 a.m.	**CalOptima Health Medi-Cal Overview Presentation in Spanish** La Vista High School 909 N. State College Blvd., Fullerton	At least one staff member presented (in-person).	• Community-based organization presentation • Open to members/community
4/5 4–6:30 p.m.	**Breathe Healthy Live Mindfully hosted by Anaheim Anti-Vaping Endeavor †** Gilbert High School 1800 W. Ball Rd., Anaheim	At least two staff members attended (in-person).	• Health/resource fair • Open to the public
4/8 8 a.m.–Noon	**Spring Family Eggstravaganza hosted by the City of La Habra†** La Bonita Park 1440 W. Whittier Blvd., La Habra	At least two staff members attended (in-person).	• Health/resource fair • Open to the public
4/12 10–11 a.m.	**CalOptima Health Medi-Cal Overview presentation in English** Cypress Senior Center 9031 Grindlay St., Cypress	At least one staff member presented (in-person).	• Community-based organization presentation • Open to members/community
4/13 4–5:30 p.m.	**Anaheim Mobile Family Resource Center (FRC) hosted by Neighborhood and Human Services†** Sage Park 1313 Lido Pl., Anaheim	At least one staff member attended (in-person).	• Health/resource fair • Open to the public
4/13 9–10 a.m.	**CalOptima Health Medi-Cal Overview in English** Professional Network Exchange Virtual	At least one staff member presented.	• Community-based organization presentation • Open to members/community
4/13 5–7 p.m.	**Open House hosted by Walton Intermediate School†** Walton Intermediate School 12181 Buaro St., Garden Grove	At least two staff members attended (in-person).	• Health/resource fair • Open to the public
4/14 3–7 p.m.	**Grow the Love hosted by the Asian American Senior Citizens Service Center†** Lake Forest Community Center 100 Civic Center Dr., Lake Forest	At least one staff member attended (in-person). Sponsorship fee: $1,000; included resource table at event, company name and logo on event flier and website, and social media and event visibility.	• Health/resource fair • Open to the public
4/15–4/16 10 a.m.–5 p.m.	**OC Día del Nino hosted by the Arts of OC†** OC Fair and Event Center 88 Fair Dr., Costa Mesa	At least four staff members attended (in-person).	• Health/resource fair • Open to the public

* CalOptima Health-hosted
† Exhibitor/Attendee

Updated 2023-04-20

Back to Agenda

4/18 6:30–7:30 p.m.	**CalOptima Health Medi-Cal Overview Presentation in English** Virtual	At least one staff member presented.	• Community-based organization presentation • Open to members/community
4/19 10 a.m.–1 p.m.	**California Alzheimer's and Caregiver Conference hosted by Alzheimer's Foundation†** Hilton Irvine 18800 MacArthur Blvd., Irvine	At least two staff members attended (in-person). Sponsorship fee: $600; included resource table at event, pre-conference networking opportunities and recognition in the event conference agenda.	• Forum • Open to health and human service providers
4/22 9 a.m.–1 p.m.	**STEAM-A-Palooza hosted by Anaheim Union High School District†** Loara High School 1765 W. Cerritos Ave., Anaheim	At least one staff member attended (in-person).	• Health/resource fair • Open to the public
4/25 9–10:30 a.m.	**Cafecito Meeting*** Virtual	At least six staff members attended.	• Steering committee meeting • Open to collaborative members
4/27 5–6:30 p.m.	**Open House hosted by Heideman Elementary School†** Robert Heideman Elementary School 15571 Williams St., Tustin	At least one staff member attended (in-person).	• Health/resource fair • Open to the public
4/29 11 a.m.–4 p.m.	**Second Annual Family Fest hosted by The Wellness and Prevention Center†** Jim Johnson Memorial Sports Park 450 W. Avenida Vista Hermosa, San Clemente	At least two staff members attended (in-person). Sponsorship fee: $2,500; included resource table at event, logo on all promotional publications and media, goodie bag item for participants, post on Facebook event page, logo on all staff/volunteer t-shirts, and 40 carnival booth game tickets.	• Health/resource fair • Open to the public
4/29 10 a.m.–5 p.m.	**OC Día del Nino hosted by the Arts of OC†** Pacific Drive Elementary School 1501 W. Valencia Dr., Fullerton	At least two staff members attended (in-person).	• Health/resource fair • Open to the public
4/29 10 a.m.–2 p.m.	**Spring Boutique and Health Fair hosted by the City of Anaheim†** Downtown Community Center 250 E. Center St., Anaheim	At least one staff member attended (in-person). Registration fee: $125; included resource table at the event.	• Health/resource fair • Open to the public
4/30 10 a.m.–4 p.m.	**Mental Health Resource Fair hosted by Vital Access Care Foundation†** St. Norbert Catholic Church 300 E. Taft Ave., Orange	At least one staff member attended (in-person).	• Health/resource fair • Open to the public
May 2023			
5/1 1:30–4 p.m.	**Student Wellness Resource Fair hosted by California State University, Fullerton** Fullerton College 321 E. Chapman Ave., Fullerton	At least one staff member attended (in-person).	• Health/resource fair • Open to the public
5/5 8 a.m.–5 p.m.	**Meeting of the Minds Mental Health Conference hosted by the Mental Health Association of Orange County†**	At least two staff members to attend (in-person). Sponsorship fee: $2,500; includes being featured as supporting sponsor in event program and in all	• Forum • Open to the public

* CalOptima Health-hosted
† Exhibitor/Attendee

Updated 2023-04-20

Back to Agenda

	Anaheim Marriott 700 W. Convention Way, Anaheim	media at the event's resource table, acknowledgement on front cover of program and half-page inside as well as on the Mental Health Association's website through 2023, and admission for eight.	
5/5 5–7:30 p.m.	**Community Fair hosted by the Fullerton School District†** Gilbert Park 2120 W. Orangethorpe Ave., Fullerton	At least one staff member to attend (in-person).	• Health/resource fair • Open to the public
5/6 10 a.m.–1 p.m.	**Health Fair — Children's Day hosted by Supervisor Chaffee†** Brookhurst Park 2271 Crescent Ave., Anaheim	At least one staff member to attend (in-person).	• Health/resource fair • Open to the public
5/9–5/11 9 a.m.–1:30 p.m.	**Health Literacy Virtual Conference hosted by the Institute for Healthcare Advancement†** Virtual	Sponsorship fee: $750 includes; live commercials, banner ad, logo placement on emails and sponsor page, and attendance for two representatives.	• Forum • Open to the public
5/12 9 a.m.–Noon	**General Assembly Resource Fair hosted by the Santa Ana Early Learning Initiative†** Delhi Center 505 E. Central Ave., Santa Ana	At least one staff member to attend(in-person).	• Health/resource fair • Open to the public
5/13 9 a.m.–1 p.m.	**Caregiver Recognition Day hosted by Alzheimer's Orange County†** South Coast Global Medical Center 2701 S. Bristol St., Santa Ana	At least one staff member to attend (in-person). Sponsorship fee: $300; includes resource table at event, welcome presentation to participants, logo placement at the event and in the event agenda as well as in program information in goody bags, breakfast for two, and certificate of recognition.	• Health/resource fair • Open to the public
5/17 8 a.m.–4 p.m.	**2023 FaCT Annual Conference hosted by Families and Communities Together†** Great Wolf Lodge 12681 Harbor Blvd., Garden Grove	At least eight staff members to attend (in-person). Sponsorship fee: $3,020; includes logo on promotional materials, recognition PowerPoint, video at the conference, resource table at event, mention on the conference landing page and four event tickets.	• Community-based organization presentation • Open to members/community
5/18 4:30–6:30 p.m.	**Open House hosted by Westmont Elementary School†** Westmont Elementary School 1525 W. Westmont Dr., Anaheim	At least one staff member to attend (in-person).	• Health/resource fair • Open to the public
5/20 9 a.m.–Noon	**Open House and Community Resource Fair hosted by North OC Regional Occupational Program and Healthy Smiles for Kids of OC†** Trident Education Center 1800 W. Ball Rd., Anaheim	At least one staff member to attend (in-person).	• Health/resource fair • Open to the public

5/23 4:30–7:45 p.m.	**Parent Leadership Spring Conference hosted by Westminster School District†** Stacey Middle School 6311 Larchwood Dr., Huntington Beach	At least one staff member to attend (in-person).	• Health/resource fair • Open to the public

These sponsorship request(s) and community event(s) met the requirements of CalOptima Health Policy AA.1223: Participation in Community Events Involving External Entities. More information about policy requirements can be found at: https://www.caloptima.org/en/About/CommunityRelations/CommunityOutreach.aspx

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken May 4, 2023
Regular Meeting of the CalOptima Health Board of Directors

Report Item

12. Adopt Board Resolution No. 23-0504-03, Proclaiming the Resumption of Medi-Cal Redeterminations as a Serious Risk to Continued Health Care Coverage and Encouraging All Orange County Stakeholders to Support Medi-Cal Renewal Efforts

Contact

Michael Hunn, Chief Executive Officer, (657) 900-1481

Recommended Action

Adopt Board Resolution No. 23-0504-03, proclaiming the resumption of Medi-Cal redeterminations as a serious risk to continued health care coverage and encouraging all Orange County stakeholders to support Medi-Cal renewal efforts.

Background

On December 29, 2022, President Joseph R. Biden, Jr., signed into law the Consolidated Appropriations Act, 2023, which terminated the Medicaid continuous coverage requirement, effective March 31, 2023, that had been established at the beginning of COVID-19 pandemic. As such, the State of California is now redetermining the eligibility of all current Medi-Cal beneficiaries over a 14-month period from April 1, 2023, through May 31, 2024. This could result in two to three million beneficiaries no longer being eligible for Medi-Cal across the state, including approximately 200,000 CalOptima Health members.

In response, CalOptima Health, along with the County of Orange Social Services Agency (SSA), is engaging in a comprehensive campaign to reach members with information about what they need to do to keep their health coverage. On February 2, 2023, the CalOptima Health Board of Directors (Board) approved $6 million to support up to 100 enrollment navigators in community health centers across Orange County to assist members in completing the Medi-Cal renewal process or signing up for other health coverage if they are no longer eligible for Medi-Cal benefits. Since then, CalOptima Health has also launched a robust, multichannel, and multilingual communications program that includes phone calls, texting, flyers, community events, and other tactics to raise awareness about the need for members to complete the Medi-Cal renewal process to avoid losing coverage.

Discussion

Given that more than 976,000 CalOptima Health members may be required to complete the redetermination process to keep their Medi-Cal benefits, CalOptima Health should marshal all resources at its disposal to support Medi-Cal renewal activities. In order to ensure maximum outreach to CalOptima Health members about the renewal process, CalOptima Health and SSA should further expand their partnerships with government officials and other community stakeholders across Orange County to amplify communications and other engagement efforts. These partners may include but are not limited to federal, state, and county elected officials,

Back to Agenda

cities, school districts, health networks, hospitals, providers, and community-based organizations. All of these stakeholders have the capability to leverage current channels to reach their constituents, students, patients, and clients who may also be CalOptima Health members.

In order to encourage and facilitate such partnerships, staff recommends that the Board adopt a resolution that does the following:

- Proclaims that the resumption of the Medi-Cal renewal process poses a serious risk to the continued health care coverage of CalOptima Health members.
- Directs the Chief Executive Officer to prioritize efforts to assist CalOptima Health members in renewing their Medi-Cal coverage or transitioning to other health coverage.
- Encourages all Orange County community stakeholders to support and partner with CalOptima Health and SSA in their Medi-Cal renewal efforts; and
- Encourages all local governments in Orange County to adopt proclamations designating a "Medi-Cal Renewal Month of Action" when they will sponsor Medi-Cal renewal events and/or increase public communications regarding the Medi-Cal renewal process.

Following the adoption of this resolution, staff will work closely with any interested stakeholders to support their Medi-Cal renewal efforts in partnership with CalOptima Health and SSA.

Fiscal Impact

The recommended action has no additional fiscal impact.

Rationale for Recommendation

Due to the resumption of Medi-Cal eligibility redeterminations, CalOptima Health is prioritizing Medi-Cal renewal efforts to ensure continuity of care for all current CalOptima Health members who are at serious risk of losing health care coverage over the next year, which could result in negative impacts to their overall health and well-being.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachments

1. Board Resolution No. 23-0504-03, Proclaiming the Resumption of Medi-Cal Redeterminations as a Serious Risk to Continued Health Care Coverage and Encouraging All Orange County Stakeholders to Support Medi-Cal Renewal Efforts

/s/ Michael Hunn — *04/26/2023*
Authorized Signature — **Date**

Back to Agenda

RESOLUTION NO. 23-0504-03

RESOLUTION OF THE BOARD OF DIRECTORS
ORANGE COUNTY HEALTH AUTHORITY d.b.a. CalOptima Health

PROCLAIMING THE RESUMPTION OF MEDI-CAL REDETERMINATIONS AS A SERIOUS RISK TO CONTINUED HEALTH CARE COVERAGE AND ENCOURAGING ALL ORANGE COUNTY STAKEHOLDERS TO SUPPORT MEDI-CAL RENEWAL EFFORTS

WHEREAS, Medi-Cal is California's Medicaid program that provides free or low-cost medical services for Orange County's most vulnerable children and adults with limited income;

WHEREAS, CalOptima Health is Orange County's Medi-Cal managed care plan that provides health coverage to more than 976,000 members, representing nearly one in three county residents;

WHEREAS, on January 31, 2020, as a result of the Coronavirus Disease 2019 (COVID-19) pandemic, the U.S. Secretary of Health and Human Services declared a public health emergency (PHE) and has continually renewed such declaration;

WHEREAS, on March 18, 2020, the President of the United States signed the Families First Coronavirus Response Act, which required that state Medicaid agencies pause eligibility redeterminations through the end of the COVID-19 PHE to ensure Americans had ongoing access to health coverage;

WHEREAS, total Medi-Cal enrollment has increased 23 percent from 12.5 million in March 2020 to more than 15.4 million in November 2022, and CalOptima Health enrollment has increased 37 percent from 711,000 in March 2020 to more than 976,000 in February 2023;

WHEREAS, on December 29, 2022, the President signed into law the Consolidated Appropriations Act, 2023, which terminated the Medicaid continuous coverage requirement, effective March 31, 2023, regardless of the status of the COVID-19 PHE;

WHEREAS, the State of California is now redetermining the eligibility of all current Medi-Cal beneficiaries over a 12-month period, plus two additional months to return to normal eligibility and enrollment operations, from April 1, 2023, through May 31, 2024;

WHEREAS, the redeterminations process is resuming after three years of temporary suspension, and many current Medi-Cal enrollees have never experienced routine eligibility redeterminations;

WHEREAS, there are serious concerns that many current beneficiaries who are still eligible for Medi-Cal may lose their coverage due to a lack of understanding of the process, changes of address and other contact information that prevent the receipt of renewal notices and any follow-up outreach, and onerous paper-based redetermination systems;

WHEREAS, two to three million beneficiaries could no longer be eligible for Medi-Cal across the state, including approximately 200,000 Orange County residents;

WHREREAS, CalOptima Health, along with the County of Orange Social Services Agency (SSA), is engaging in a comprehensive campaign to reach beneficiaries with information about what to expect and what they need to do to keep their health coverage;

WHEREAS, the CalOptima Health Board of Directors approved $6 million to support up to 100 enrollment navigators in community health centers across Orange County to assist members in completing the Medi-Cal renewal process or signing up for other health coverage if they are no longer eligible for Medi-Cal benefits; and

Back to Item

Back to Agenda

WHEREAS, CalOptima Health has launched a robust, multichannel, and multilingual communications program that includes phone calls, texting, flyers, community events, and other tactics to raise awareness about the need to complete the Medi-Cal renewal process to avoid losing coverage.

NOW, THEREFORE, BE IT RESOLVED:

I. That the CalOptima Health Board of Directors hereby proclaims that the resumption of the Medi-Cal redetermination process poses a serious risk to the continued health care coverage of CalOptima Health members;

II. That the Chief Executive Officer is directed to prioritize any and all efforts to assist CalOptima Health members in renewing their Medi-Cal coverage or transitioning to other health coverage;

III. That the CalOptima Health Board of Directors invites and encourages all Orange County community stakeholders to support and partner with CalOptima Health and SSA in their efforts to raise awareness about the Medi-Cal renewal process to avoid losing health coverage; and

IV. That the CalOptima Health Board of Directors invites and encourages all local governments in Orange County to adopt proclamations designating a "Medi-Cal Renewal Month of Action" during which such governments consider sponsoring Medi-Cal renewal events and/or increasing any forms of constituent communications regarding the Medi-Cal renewal process.

APPROVED AND ADOPTED by the Board of Directors of the Orange County Health Authority, d.b.a. CalOptima Health, this 4th day of May 2023.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

/s/_____
Printed Name and Title: Clayton M. Corwin, Chair, Board of Directors

Attest:
/s/_____
Sharon Dwiers, Clerk of the Board

Back to Item

Back to Agenda

Continued to a Future Meeting

CalOptima Health Board Action Agenda Referral

Action To Be Taken May 4, 2023
Regular Meeting of the CalOptima Health Board of Directors

Report Item

13. Authorize a Temporary, Short-Term Supplemental Medi-Cal Payment Increase for Certain Health Networks and Contracted Providers Except Community Clinics, to Support Expenses for Services Provided to Members during the Transition out of the Public Health Emergency

Contacts

Yunkyung Kim, Chief Operating Officer (714) 923-8834
Michael Gomez, Executive Director, Network Operations (714) 347-3262

Recommended Actions

1. Authorize the Chief Executive Officer to implement temporary, short-term supplemental Medi-Cal rate increases of up to 7.5% for certain Medi-Cal health networks and fee-for-service providers, except community clinics, for the period of July 1, 2023, through August 31, 2024;
2. Authorize the Chief Executive Officer to execute contract amendments and approve policies and procedures to implement these temporary, short-term supplemental Medi-Cal rate increases; and
3. Authorize unbudgeted expenditures from existing reserves in an amount up to $105.6 million to support the public health emergency supplemental payment program.

Background

On January 31, 2020, the Secretary of Health and Human Services declared a public health emergency (PHE) under section 319, of the Public Health Service Act (42 U.S.C. 247d) in response to a novel coronavirus known as SARS-CoV-2 (COVID-19). On March 13, 2020, the President of the United States declared a national emergency based on the spread of this coronavirus. On January 30, 2023, the White House announced that the federal PHE would end on May 11, 2023. Furthermore, the fiscal year (FY) 2023 federal budget ended the continuous Medicaid coverage that had been in place during the PHE after March 31, 2023, triggering the commencement of Medi-Cal redetermination activities on April 1, 2023.

Throughout these past three years, CalOptima Health's Board of Directors (Board) took actions to protect the health and safety of providers and members and to ensure continued access to health care for members, including authorizing supplemental payments to providers for services related to COVID-19. On February 2, 2023, the Board authorized up to $6 million to support redetermination efforts for members and members' communities. The transition out of the PHE after three years and the member redetermination process will place additional strains on the provider delivery system.

Discussion

CalOptima Health staff requests that the Board approve the implementation of temporary, short-term supplemental rate increases to health networks and contracted providers except community clinics, to support the delivery systems' transition out of the PHE and the impacts of Medi-Cal redetermination. Staff propose to build upon the methodology the Board previously approved for COVID-19 supplemental payments.

Back to Agenda

Staff propose to designate the period of July 1, 2023, through August 31, 2024, as the transition period. This period is based on the first month of impact for Medi-Cal redetermination disenrollments. During this period, staff propose the following PHE transition supplemental payments:

Health Networks
Provide a 7.5% increase from contracted Medi-Cal capitation base rates in effect each month on child, adult, and seniors and persons with disabilities (SPD) categories of aid to contracted Physician Hospital Consortia (PHC), Shared Risk Group (SRG), and Health Maintenance Organization (HMO), except for Kaiser Foundation Health Plan.

Fee-for-Service (FFS) Hospitals
Provide a 7.5% increase from contracted rates in effect each month to hospitals contracted with CalOptima Health on a fee-for-service basis, for services provided to CalOptima Health Medi-Cal members enrolled in the CalOptima Health Community Network, CalOptima Direct and SRGs. Medically necessary covered services provided on dates of service July 1, 2023, through August 31, 2024, would qualify for the temporary rate increase.

FFS Primary Care, Specialist, and Ancillary Providers, Except Community Clinics
Provide a 7.5% increase from contracted rates in effect each month to primary care, specialist, and ancillary providers, except community clinics, contracted with CalOptima Health for services provided to CalOptima Health Medi-Cal members enrolled in the CalOptima Health Community Network and CalOptima Direct. Medically necessary covered services provided on dates of service July 1, 2023, through August 31, 2024, would qualify for the temporary rate increase.

Behavioral Health Providers
Provide a 7.5% increase from contracted rates in effect each month to Behavioral Health Providers contracted with CalOptima Health for services provided to all CalOptima Health Medi-Cal members. Medically necessary covered services provided on dates of service July 1, 2023, through August 31, 2024, would qualify for the temporary rate increase.

For (1) Hospitals; (2) Primary Care, Specialist, and Ancillary Providers, except Community Clinics; and (3) Behavioral Health Providers, the following services are excluded from the short-term supplemental Medi-Cal payment increase:

- Pharmacy and non-pharmacy administered drugs (carved-out under Medi-Cal Rx);
- Long-term care services;
- Durable medical equipment, orthotics, prosthetics and other medical devices;
- Crossover claims;
- Other supplemental or directed payments, such as Proposition 56;
- Cost of administrative services providers; and
- Claims paid by letter of agreement.

Staff will monitor utilization and select quality metrics for access and quality care across the delivery system to monitor the impact of these funds during the transition period.

Fiscal Impact

The recommended actions are unbudgeted. The estimated fiscal impact for Fiscal Year 2023-24 is $90.4 million. An appropriation of up to $105.6 million in undesignated reserve funds will fund these actions for the fourteen (14)-month period of July 1, 2023, through August 31, 2024. The projected aggregate fiscal impact by provider type is as follows:

Provider Type	**Estimated Amount (in millions)**
Health Networks: Health Maintenance Organization	$13.3
Health Networks: Physician Hospital Consortia - Physician	$8.7
Health Networks: Physician Hospital Consortia - Hospital	$4.2
Health Networks: Shared Risk Group - Physician	$7.8
FFS Hospitals	$43.5
FFS Providers (i.e., primary care, specialist, ancillary and behavioral health), Except Community Clinics	$28.1
TOTAL	**$105.6**

Rationale for Recommendation

A temporary, short-term supplemental Medi-Cal payment program will support CalOptima Health's delivery system to ensure continuous access to care for members throughout the PHE transition period.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachment

N/A

/s/ Michael Hunn *04/26/2023*
Authorized Signature **Date**

Back to Agenda

Continued to a Future Meeting

CalOptima Health Board Action Agenda Referral

Action To Be Taken May 4, 2023
Regular Meeting of the CalOptima Health Board of Directors

Report Item

14. Authorize a Temporary, Short-Term Supplemental Medi-Cal Payment Increase for Contracted Community Clinics to Support Expenses for Services Provided to Members during the Transition out of the Public Health Emergency

Contacts

Yunkyung Kim, Chief Operating Officer (714) 923-8834
Michael Gomez, Executive Director, Network Operations (714) 347-3262

Recommended Actions

1. Authorize the Chief Executive Officer to implement a temporary, short-term supplemental Medi-Cal rate increase of up to 7.5% for contracted Community Clinics, for the period of July 1, 2023, through August 31, 2024;
2. Authorize the Chief Executive Officer to execute contract amendments and approve policies and procedures to implement this temporary, short-term supplemental Medi-Cal rate increase; and
3. Authorize unbudgeted expenditures from existing reserves in an amount up to $1.0 million to support the public health emergency supplemental payment program.

Background

On January 31, 2020, the Secretary of Health and Human Services declared a public health emergency (PHE) under section 319, of the Public Health Service Act (42 U.S.C. 247d) in response to a novel coronavirus known as SARS-CoV-2 (COVID-19). On March 13, 2020, the President of the United States declared a national emergency based on the spread of this coronavirus. On January 30, 2023, the White House announced that the federal PHE would end on May 11, 2023. Furthermore, the fiscal year (FY) 2023 federal budget ended the continuous Medicaid coverage that had been in place during the PHE after March 31, 2023, triggering the commencement of Medi-Cal redetermination activities on April 1, 2023.

Throughout these past three years, CalOptima Health's Board of Directors (Board) took actions to protect the health and safety of providers and members and to ensure continued access to health care for members, including authorizing supplemental payments to providers for services related to COVID-19. On February 2, 2023, the Board authorized up to $6 million to support redetermination efforts for members and members' communities. The transition out of the PHE after three years and the member redetermination process will place additional strains on the provider delivery system.

Discussion

CalOptima Health staff requests that the Board approve the implementation of a temporary, short-term supplemental rate increase for community clinics to support their transition out of the PHE and the impacts of Medi-Cal redetermination. Staff propose to build upon the methodology the Board previously approved for COVID-19 supplemental payments.

Back to Agenda

Staff propose to designate the period of July 1, 2023, through August 31, 2024, as the transition period. This period is based on the first month of impact for Medi-Cal redetermination disenrollments.

Staff propose that Community Clinics receive a PHE transition supplemental payment in the form of a 7.5% increase from contracted rates in effect each month for services provided to CalOptima Health Medi-Cal members enrolled in the CalOptima Health Community Network and CalOptima Direct. Medically necessary covered services provided on dates of service July 1, 2023, through August 31, 2024, would qualify for the temporary rate increase.

The following services are excluded from the community clinics' short-term supplemental Medi-Cal payment increase:

- Pharmacy and non-pharmacy administered drugs;
- Long-term care services;
- Durable medical equipment, orthotics, prosthetics and other medical devices;
- Crossover claims;
- Other supplemental or directed payments, such as Proposition 56;
- Cost of administrative services providers; and
- Claims paid by letter of agreement.

Staff will monitor utilization and select quality metrics for access and quality care across the delivery system to monitor the impact of these funds during the transition period.

Fiscal Impact

The recommended actions are unbudgeted. The estimated fiscal impact for Fiscal Year 2023-24 is $0.9 million. An appropriation of up to $1.0 million in undesignated reserve funds will fund these actions for the fourteen (14)-month period of July 1, 2023, through August 31, 2024.

Rationale for Recommendation

A temporary, short-term supplemental Medi-Cal payment program will support CalOptima Health's delivery system to ensure continuous access to care for members throughout the PHE transition period.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachment

N/A

/s/ Michael Hunn — *04/26/2023*

Authorized Signature — **Date**

Back to Agenda

CalOptima Health Board Action Agenda Referral

Action To Be Taken May 4, 2023
Regular Meeting of the CalOptima Health Board of Directors

Report Item

15. Approve Actions Related to the Garden Grove Street Medicine Support Center

Contacts

Yunkyung Kim, Chief Operating Officer, (714) 923-8834
Kelly Bruno-Nelson, Executive Director, Medi-Cal/CalAIM, (714) 954-2140

Recommended Actions

1. Direct the Chief Executive Officer to develop a proposal to include a Street Medicine Support Center component to the existing Board-approved Street Medicine Initiative; and
2. Authorize the Chief Executive Officer to explore real estate options in the City of Garden Grove for a potential location to serve as a Street Medicine Support Center.

Background

On March 17, 2022, CalOptima Health's Board committed $8 million from the Homeless Health Initiatives Reserve for purposes of Street Medicine. On May 5, 2022, CalOptima Health's Board approved the Street Medicine scope of work (SOW). Finally, on November 3, 2022, CalOptima Health's Board authorized the Chief Executive Officer to execute a contract with Healthcare In Action to provide street canvasing-based medical services. The pilot launched in Garden Grove on April 1, 2023. The goals of the Street Medicine program are:

1. Provide 200 participants with point-of-care medical services to reduce emergency department (ED) visits by 40%.
2. Enroll 75% of unenrolled eligible participants into CalOptima Health's Medi-Cal plan.
3. Connect 25% of participants to a medical home.
4. Connect 80% of participants with Enhanced Care Management or Community Support Services.
5. Transition 25% of participants to a shelter or other housing option.

Discussion

Street Medicine includes health and social services developed specifically to address the unique needs and circumstances of unsheltered individuals. The fundamental approach of Street Medicine is to engage people experiencing homelessness where they are and on their own terms to maximally reduce or eliminate barriers to care access and follow-through services. Working in collaboration with various county, city, and community organizations, Street Medicine's ultimate goal is to address and improve the overall health outcomes of the unsheltered, unhoused individuals served. However, knowing that housing is health, this goal can only be fully accomplished through the provision of dignified temporary shelter and then ultimately housing.

When rapport is established and a member enrolled in Street Medicine is willing to leave the street, a location must be available where the individual can temporarily receive shelter along with the continued medical and wrap-around services of the Street Medicine program. Therefore, in order to fully

Back to Agenda

operationalize CalOptima Health's Street Medicine program and accomplish the goals of the program, a Street Medicine Support Center is needed.

The Street Medicine Support Center is a service-enriched temporary supportive housing facility focused on providing individuals enrolled in the Street Medicine Program with both continued medical wrap around services as well as housing navigation and Enhanced Care Management services. Collectively these services will assist in retaining housing, improving health status, and maximizing each individual's ability to live and, when possible, work in the community. Rooms will be semi-private and private, thereby providing a clean and dignified place to heal. Outdoor space will be provided within the parameters of the facility for socialization and overall mental wellness. Nutritious meals will be provided three times a day, and on-site security will be provided 24/7. While there will be no limit to the length of stay, it is estimated individuals will remain for approximately 90 days. The support center will prioritize families, women, older adults, and veterans.

CalOptima Health is committed to working with the City of Garden Grove, Health Care in Action, and other city partners to develop the Street Medicine Support Center proposal.

Once a proposal has been completed and a property identified for the Street Medicine Support Center, staff will bring these recommendations, including any contracts and estimated expenditures, back to the Board for final approval.

Fiscal Impact
The recommended actions have no immediate fiscal impact. Staff will request funding related to the proposed Street Medicine Support Center at a future Board meeting.

Rationale for Recommendation
Developing a Street Medicine Support Center as part of the overall Street Medicine strategy is necessary to fully realize the goal of the Street Medicine Program to improve the overall health of CalOptima Health members enrolled in the program.

Concurrence
James Novello, Outside General Counsel, Kennaday Leavitt

Attachment
1. Entities Covered by this Recommended Action (need to submit)

/s/ Michael Hunn — *04/26/2023*
Authorized Signature — **Date**

Back to Agenda

CONTRACTED ENTITIES COVERED BY THIS RECOMMENDED BOARD ACTION

Name	Address	City	State	Zip Code
Healthcare in Action Medical Group	3800 Kilroy Airport Way Ste. 100	Long Beach	CA	90806

Back to Item

Back to Agenda

CalOptima Health Board Action Agenda Referral

Action To Be Taken May 4, 2023
Regular Meeting of the CalOptima Health Board of Directors

Report Item

16. Approve Actions Related to Establishing a Stipend Program for Master of Social Work Students Attending California State University, Fullerton

Contacts

Yunkyung Kim, Chief Operating Officer, (714) 923-8834
Brigette Hoey, Chief Human Resources Officer, (714) 246-8405

Recommended Actions

1. Direct the Chief Executive Officer, or designee, to develop and execute a grant agreement with California State University, Fullerton to administer a CalOptima Health Master of Social Work stipend program no earlier than September 1, 2023, for a five-year term;
2. Authorize expenditures in an amount up to $5 million from existing reserves to fund the stipend program; and
3. Make a finding that such expenditures are for a public purpose and in furtherance of CalOptima Health's mission and purpose.

Background

On April 6, 2023, CalOptima Health's Board of Directors (Board) directed staff to establish a stipend program for Master of Social Work (MSW) students who are attending California State University, Fullerton (CSUF) (MSW Stipend Program). The MSW Stipend Program will increase the number of public healthcare workforce from diverse backgrounds equipped to provide culturally and linguistically responsive care to communities in need.

Discussion

Founded in 2007, the Department of Social Work at CSUF is the only MSW program in Orange County that is offered by a public university. The goal of the MSW Stipend Program is to increase the number of healthcare workforce from diverse backgrounds equipped to provide culturally and linguistically responsive care to communities in need. The long-term goal is to ameliorate existing and projected MSW shortages in Orange County's healthcare workforce by recruiting students from groups historically underrepresented among MSWs in Orange County's public healthcare system and providing them with enhanced education and training. This program strengthens CalOptima Health's efforts to improve care management and coordination with community partners. Additionally, the MSW Stipend Program will increase CalOptima Health member access to available services.

The MSW Stipend Program will provide a stipend of $20,000 per academic year for up to two (2) years to MSW students at CSUF as they receive enhanced didactic and experiential training. All trainees will receive field training at a public healthcare site or community-based partner agencies for two (2) years during the MSW program and take clinical courses focused on applying the recovery model in clinical practice. Each student will be required to agree to the terms of the program, which includes committing

Back to Agenda

to complete two (2) years of full-time paid service in public healthcare settings or with CalOptima Health-contracted agencies in Orange County.

CalOptima Health recommends allocating up to $5 million to be spent over five (5) years. Staff will provide oversight of the grant pursuant to the proposed CalOptima Health Policy AA.1400p: Grants Management. Staff will return to the Board to provide updates on the status of the MSW Stipend Program at future meetings.

Fiscal Impact
An appropriation of up to $5 million from existing reserves will fund the grant agreement for the five (5) year period.

Rationale for Recommendation
Developing an MSW Stipend Program will help to address an increase in demand for healthcare workers serving CalOptima Health members.

Concurrence
James Novello, Outside General Counsel, Kennaday Leavitt

Attachment
1. Entities Covered by this Recommended Action

/s/ Michael Hunn *04/26/2023*
Authorized Signature **Date**

Back to Agenda

ENTITIES COVERED BY THIS RECOMMENDED BOARD ACTION

Name	Address	City	State	Zip Code
Cal State Fullerton	800 N. State College Blvd.	Fullerton	CA	92831-3599

Back to Item

Back to Agenda

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken May 4, 2023
Regular Meeting of the CalOptima Health Board of Directors

Report Item
17. Approve Actions Related to the Student Behavioral Health Incentive Program Funding Strategy

Contacts
Carmen Katsarov LPCC, CCM, Executive Director Behavioral Health Integration, (714) 796-6168
Richard Pitts, D.O., Ph.D., Chief Medical Officer, (714) 246-8491

Recommended Actions
1. Authorize CalOptima Health's Chief Executive Officer (CEO) to allocate and distribute Student Behavioral Health Incentive Program (SBHIP) incentive payment funds per the proposed incentive funding plan in an aggregate amount not to exceed $25.5 million;
2. Authorize CalOptima Health's CEO to issue a notice of funding opportunity for grants to serve school-aged children and youth in Orange County; and
3. Authorize funding for and distribution of incentive payment prior to CalOptima Health's receipt of SBHIP program incentive dollars from the State of California.

Background/Discussion
The SBHIP is a Department of Health Care Services (DHCS) 3-year state initiative incentive program from January 1, 2022, to December 31, 2024. The intent of SBHIP is to establish and build infrastructure, partnerships, and capacity for school-based behavioral health services in collaboration with managed care plans, local education agencies (LEAs) and county mental health plans. DHCS determined that CalOptima Health is eligible to receive incentive payments up to $25,459,676.

The Board has approved two actions related to SBHIP. The first action on December 20, 2021, authorized the CEO to send a letter of intent by January 31, 2022, to notify DHCS of CalOptima Health's intent to participate in the 3-year SBHIP. The second action on August 4, 2022~~2023~~, authorized the CEO, with the assistance of legal counsel, to execute memorandums of understanding and contracts with SBHIP grantee(s) upon selection and approval by the DHCS. *Rev. 5/4/2023*

During 2022, as instructed by DHCS, Orange County Department of Education (OCDE) and all 29 Orange County (OC) School Districts as the LEAs and CalOptima Health completed the required needs assessment to identify students' behavioral health needs and service gaps. CalOptima Health was required to select four targeted interventions from DHCS's approved list based on the results of the needs assessment. The LEAs chose Children's Hospital of Orange County (CHOC), Western Youth Services (WYS), and Hazel Health as partners to implement the following four targeted interventions:

1) Behavior Health Screenings and Referrals
2) Building Stronger Partnerships to Increase Access to Medi-Cal Services
3) Technical Assistance Support for Contracts
4) IT Enhancements for Behavioral Services

Back to Agenda

On March 8, 2023, DHCS approved CalOptima Health for the four targeted interventions. The eligible funding allocation is as follows:

Allocation Description	Eligible Allocation	Status
Needs Assessment – 50% prior to completion	$217,500	Allocation received on June 14, 2022
Needs Assessment – 50% fully completed	$217,500	Expected to be received by May 2023
Targeted Interventions – 50% of the maximum allocation incentive	$12,512,338	Expected to be received by May 2023
Medi-Cal MCPs submit Bi-Quarterly (6-month) Report due 6/30/2023, 12/31/2023, 6/30/2024	Est. $9,384,253 Up to 75% of the targeted intervention remaining allocation	Expected 10/2023, 4/2024 and 10/2024
Medi-Cal MCPs submit Project Outcomes Report for each targeted intervention due December 31, 2024	Est. $3,128,085 Up to 25% of the targeted intervention remaining allocation	Expected 4/2025
	Total $25,459,676	

CalOptima Health requests Board approval for the proposed SBHIP Incentive Funding Plan for program years 2023-2024.

Entity	Description	Amount	Method
CalOptima Health	Program Support Positions (example: administrative, clinical, contracting)	Up to $200K	N/A
Children's Hospital Orange County (CHOC)	1) Build out of ten (10) new Well Spaces • Staff to provide consultation and supervision to establish the clinical model and coordination of the new Well Spaces. • Staff to provide quality monitoring services of the new Well Spaces. 2) Establish: • Emergency Department/Intensive Care School Transition Coordinator. • Staffing for the Mental Health Crisis Clinic for direct linkage from schools to CHOC for in person or telehealth mental health services. • Mental Health services for deaf and hard of hearing students. • Autism Comprehensive Care Program for students that have comorbid autism spectrum disorder and/or similar neurodevelopmental conditions and acute/severe mental health concerns (e.g., depression, suicidal ideation/behaviors, anxiety, etc.) between the ages of 12 and 17.	Up to $2.1M	Contract

Back to Agenda

Western Youth Services (WYS)	1) Develop a Behavioral Health Curriculum tailored for OC LEAs. 2) Train LEAs on core clinical competencies, including screening tools, adverse childhood experiences and prevention, and early intervention strategies to address behavioral health issues in the school setting. 3) Consultative support services post-training.	Up to $802K	Contract
Hazel Health	Implement a behavioral health telehealth platform for all 29 school districts that all 442K students (uninsured, Medi-Cal, and private) can access to receive behavioral health telehealth counseling services. This includes: 1) The technology infrastructure and equipment. 2) Dedicated implementation team for schools, which includes: • Initial and ongoing implementation and training. • Communication and marketing material and support. • Community engagement team. • Outcome reporting (utilization, time to care, number of community referrals). 3) Coordination of care for all students that use the telehealth service. Ex: linkage to county and or long-term services or supports. **Note:** Hazel Health is contracted with many private insurers and will contract with CalOptima Health. Hazel Health will bill the appropriate insurer for allowable behavioral health services separately from SBHIP funds for the behavioral health telehealth platform.	Up to $8.4M	Contract
Grants For Organizations Serving Medi-Cal School-Aged Children and Youth in Orange County	To apply for the grant, organizations may fall under the following categories: 1) Needs assistance to create or expand behavioral health services for special populations, for example: foster youth, students with developmental disabilities. 2) Needs infrastructure or capacity building assistance. 3) Needs assistance to create an innovative behavioral health program serving school-aged children and youth for services not covered under Medi-Cal.	Up to $3.5M	Notice of Funding Opportunity
All 29 Orange County LEA/School Districts	1) Hiring additional behavioral health clinical staff (e.g. social worker, school counselors, school psychologists), and administrative staff. 2) Training and material development. 3) Implementation of a secure, HIPAA-compliant electronic health record (EHR). 4) Billing systems enhancements and/or billing administrator.	Up to $10.0M	Contract
Remaining Unallocated Budget		Up to $471K	
Total		$25.5M	

Staff will return to the Board at a future meeting with recommendations on the remaining unallocated and unused SBHIP budget or in the event there are adjustments to the forecasted SBHIP funding levels from DHCS.

Back to Agenda

Monitoring and Oversight

The State requires specific SBHIP performance requirements to be reported by CalOptima Health every six months on the approved project plans. CalOptima Health's Behavioral Health Integration (BHI) department created a tool to track the performance requirements and activities identified for each of the four targeted interventions. CalOptima Health will require the SBHIP partners (LEAs, CHOC, WYS, Hazel Health) and grantees to meet all contractual and grant provisions to ensure performance of targeted interventions and comply with reporting requirements. Partners and grantees will be required to submit timely and accurate reports on a quarterly basis on the targeted intervention measures.

Fiscal Impact

The aggregate amount payable is not anticipated to exceed $25.5 million, the estimated maximum earnable amount of incentive payments DHCS has allocated to CalOptima Health. If CalOptima Health is able to earn the maximum amount, the fiscal impact of the three (3)-year SBHIP is projected to be budget neutral.

CalOptima Health reserves the right to adjust funding from partners and grantees in the event funding from DHCS is insufficient to support the proposed funding plan or to recoup funds for lack of demonstrating effort and performance against targeted intervention measures.

Rationale for Recommendation

CalOptima Health recommends proceeding with the requested actions in order for the SBHIP activities to continue. CalOptima Health BHI leadership will bring additional funding recommendations and/or updates to the Board.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachment

1. LEA TI Tracker - Example

Board Actions

Board Meeting Dates	Action	Term	Not to Exceed Amount
12/20/2021	Approved	N/A	N/A
8/4/2022	Approved	N/A	N/A

/s/ Michael Hunn — **Authorized Signature**

04/26/2023 — **Date**

Back to Agenda

Exhibit - LEA TI Tracker - Example

LEAs/Partners Targeted Intervention Implementation Progress:	Entity / LEA:
1) Describe, clearly and in detail, for each selected LEA, the progress made towards implementing the selected intervention during this bi-quarterly segment. Provide documentation evidencing the level of progress reported.	
2) Identify the current status of the SBHIP targeted intervention: (On Track / Not On Track)	
3) If the project is Not On Track, has SBHIP Technical Assistance been contacted? (Yes / No)	
4) If the SBHIP targeted intervention is not on track, explain, clearly and in detail, why and identify what actions will be taken to remedy the current course. If the project is on track, write N/A.	
5) Have there been any changes in SBHIP partners based on the Project Plan submission? (Yes / No)	
6) If changes have been made, describe clearly and in detail, why.	
7) Have there been any changes to the student population initially identified as recipients of the selected intervention? (Yes / No)	
8) If changes have been made, describe clearly and in detail, why.	
9) 7 - Please identify, clearly and in detail, any current internal SBHIP challenges experienced in connection with this project at this point.	
10) Please identify, clearly and in detail, any current external SBHIP challenges experienced in connection with this project at this point.	

TI Significant Project Markers/Task	Entity or LEA
BH Screening and Referrals	
Discovery Phase:	
Jan-Jun 2023	
Conduct School Infrastructure Assessment	
Research Screener Tool Options	
Jul-Dec 2023	
Identify Intervention Budget Allocation	
Planning/Design Phase:	
Jul-Dec 2023	
Identify Business/Technical Requirements	
Develop Scope of Work	
Select Appropriate Universal Validated Screener Tools	
Jan-Jun 2024	
Identify Technical Requirements	
Develop Individual LEA Implementation plans	

Back to Item

Back to Agenda

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken May 4, 2023
Regular Meeting of the CalOptima Health Board of Directors

Report Item

18. Adopt Resolution No. 23-0504-01 Approving and Adopting Updated CalOptima Health Human Resources Policies; Authorize the Chief Executive Officer to Implement Cost-of-Living Adjustments, Appropriation of Funds, and Authorization of Unbudgeted Expenditures

Contacts

Michael Hunn, Chief Executive Officer, (657) 900-1481
Brigette Hoey, Chief Human Resources Officer, (714) 246-8405

Recommended Actions

1. Adopt Resolution No. 23-0504-01 Approving Updated CalOptima Health Policies:
   a. GA.8012: Conflicts of Interest and Attachments A-C; and
   b. GA.8058: Salary Schedule and Attachment A – CalOptima Health Annual Base Salary Schedule (Attachment A), excluding executive level positions. *Rev. 5/4/2023*
2. Authorize the Chief Executive Officer (CEO) to implement two percent (2%) salary increases as cost-of-living adjustments (COLAs) for all employees, except executive level positions.
3. Appropriate funds and authorize unbudgeted expenditures in an amount up to $726,000 from salary savings to fund COLAs and job title pay grade changes through June 30, 2023.

Background

Near CalOptima Health's inception, the Board of Directors delegated authority to the CEO to develop and implement employee policies and procedures and to amend them as appropriate from time to time, subject to bi-annual updates to the Board. CalOptima Health's Bylaws require that the Board adopt by resolution, and from time to time amend, procedures, practices, and policies for, among other things, hiring employees and managing personnel. Additionally, pursuant to the California Code of Regulations, Title 2, Section 570.5, CalOptima Health must adopt a publicly available pay schedule that meets the requirements set forth by the California Public Employees' Retirement System (CalPERS) to reflect recent changes, including the addition or deletion of positions and revisions to wage grades for certain positions.

Discussion

Staff includes the list of policies and a summary of changes for the updated policies.

GA.8012: Conflicts of Interest: This policy establishes guidelines and standards for CalOptima Health employees to avoid conflicts of interest and incompatible outside activities. The changes are also intended to align this policy with the active job classifications in GA.8058 Salary Schedule.

Policy Section	Proposed Change	Rationale	Impact
II.H.1	Adds language prohibiting a second job that would create a conflict of interest,	To regularly review and track status of outside activities in order to avoid conflicts of interest.	Minimizes/avoids potential conflicts of interest.

Back to Agenda

Policy Section	Proposed Change	Rationale	Impact
	annual resubmission of outside activity requests, and notification to HR when the activity ends.		
II.H.2	Adds section II.H.2.b as additional restriction.	Identifies related work for a non-profit/charity as a potential conflict.	Clarifies that unpaid activities may constitute a conflict.
II.H.3	Adds subsection to prohibit working secondary job during CalOptima Health work hours.	Sets the expectation that an employee's outside activities, approved or otherwise, cannot be conducted during employee's same CalOptima Health hours or schedule.	Clarifies that an employee's work time cannot be used to perform work (paid or unpaid) for outside activities.
Attachment A	Adds and removes positions on the Conflicts of Interest Code Exhibit A.	Updates the list of positions to align with current positions.	Consistency with GA.8058 for Statement of Economic Interest Form 700 reporting.
Attachment C	Adds an employee acknowledgment to notify HR when an outside activity ends and to resubmit annually for ongoing activities.	Consistency with proposed changes to policy section H. Sets employee expectations.	Alignment between policy and attachment. Minimizes/avoids potential conflicts of interests.

GA.8058: Salary Schedule and Attachment A: This policy is presented with the proposed changes as follows: seven (7) job titles added and three (3) job titles removed to better reflect actual job responsibilities and meet organizational staffing needs; sixteen (16) pay grade changes reflective of the current market; and increases of six percent (6%) to all pay grade maximums and recalculation of pay grade midpoints. Pay grade minimums remain unchanged. Upon approval, there will be one (1) claims administration position below the minimum of the proposed salary range after the job title pay grade change. To increase this position to the minimum, the current year fiscal impact through June 30, 2023, is $10,024.

Policy Section	Proposed Change	Rationale	Impact
Attachment A, throughout	Salary schedule has been revised to reflect a six percent (6%) increase to all pay grade maximums and recalculation of pay grade midpoints.	To remain competitive in the labor market and mitigate the impact inflation has had on wages in 2022.	• Maintains/increases ability to retain current employees and attract qualified talent in the labor market.

Back to Agenda

	7 new job titles added	Adds titles to meet agency and program needs, as well as providing career ladders to offer growth opportunities to employees.	• Ability to better distinguish between job level and/or duties. • Implementing proposed changes on May 7, 2023, will coincide with the start of a pay period for ease of administration.
	16 job titles pay grade changed	Updates compensation reflective of external job market to stay competitive and retain and recruit talent.	
	3 job titles removed	Removes job titles no longer utilized.	

Cost of Living Adjustment: At its March 3, 2022, meeting, the Board authorized ten percent (10%) increases to the Salary Schedule pay grade maximums, recalculation of the pay grade midpoints, and implementation of six percent (6%) salary increases as cost-of-living adjustments for all employees. Since then, the Consumer Price Index for all Urban Consumers (CPI-U) has continued to rise. CPI-U advanced 5.10% (Los Angeles, Long Beach, Anaheim area) from February 2022 to February 2023 and 7.30% (Riverside, San Bernardino area) from January 2022 to January 2023. In order to remain competitive in the labor market, retain current staff, and mitigate the impact inflation has had on wages in 2022, staff proposes a two percent (2%) COLA for all employees, except executive level positions, effective May 7, 2023, along with six percent (6%) increases to all pay range maximums and recalculation of pay range midpoints.

Fiscal Impact

The recommended actions are unbudgeted. The six percent (6%) increase to all pay range midpoints and maximum amounts has no immediate fiscal impact. The estimated annual impact of the two percent (2%) COLAs for all employees, except executive level positions, is $4.3 million.

An appropriation of up to $726,000 from salary savings will fund the COLAs and job title pay grade changes for the period of May 7, 2023, through June 30, 2023. Management will include updated salaries and benefits in the CalOptima Health Fiscal Year 2023-24 Operating Budget.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Back to Agenda

Attachments

1. Resolution No.23-0504-01, Approve Updated Human Resources Policies
2. Revised CalOptima Health Policies
    a. GA. 8012: Conflicts of Interest and Attachments A-C
    b. GA. 8058: Salary Schedule and Attachment A

/s/ Michael Hunn — *04/26/2023*

Authorized Signature — **Date**

Back to Agenda

RESOLUTION NO. 23-0504-01

RESOLUTION OF THE BOARD OF DIRECTORS ORANGE COUNTY HEALTH AUTHORITY
d.b.a. CalOptima Health

APPROVE UPDATED CALOPTIMA HEALTH POLICIES

WHEREAS, section 13.1 of the Bylaws of the Orange County Health Authority, dba CalOptima Health, provide that the Board of Directors shall adopt by resolution, and may from time to time amend, procedures, practices and policies for, among other things, hiring employees, and managing personnel; and

WHEREAS, in 1994, the Board of Directors designated the Chief Executive Officer as the Appointing Authority with full power to hire and terminate CalOptima Health employees at will, to set compensation within the boundaries of the budget limits set by the Board, to promulgate employee policies and procedures, and to amend said policies and procedures from time to time, subject to annual review by the Board of Directors, or a committee appointed by the Board for that purpose; and

WHEREAS, California Code of Regulations, Title 2, Section 570.5, requires CalOptima Health to adopt a publicly available pay schedule that identifies the position title and pay rate for every employee position, and CalOptima Health regularly reviews CalOptima Health's salary schedule accordingly.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That the Board of Directors hereby approves and adopts the attached updated CalOptima Health policies:

- Policy GA.8012: Conflicts of Interest
- Policy GA.8058: Salary Schedule with Attachment to be Implemented May 7, 2023

APPROVED AND ADOPTED by the Board of Directors of the Orange County Health Authority, d.b.a., CalOptima Health this 4th day of May 2023.

AYES:
NOES:
ABSENT:
ABSTAIN:

/s/_____
Title: Chair, Board of Directors
Printed Name and Title: Clayton Corwin, Chair, CalOptima Health Board of Directors

Attest:
/s/_____
Sharon Dwiers, Clerk of the Board

Back to Item

Back to Agenda

Policy:	GA.8012
Title:	**Conflicts of Interest**
Department:	~~CalOptima Health Administrative~~Human Resources
Section:	~~Human Resources~~Not Applicable
CEO Approval:	*/s/*
Effective Date:	02/01/2000
Revised Date:	TBD
Applicable to:	☐ Medi-Cal ☐ OneCare ☐ PACE ☒ Administrative

For 20230504 BOD Review Only

I. PURPOSE

This policy establishes guidelines and standards for CalOptima Health Employees to avoid conflicts of interest and incompatible outside activities.

II. POLICY

A. CalOptima Health Employees shall avoid anything that constitutes a real or apparent conflict between their personal interests and the interests of CalOptima Health.

B. CalOptima Health Employees shall avoid conflicts of interest and shall adhere to applicable state and federal laws and regulations, including, but not limited to:

1. California Government Code Section 81000 et seq., requiring all designated employees to comply with the reporting requirements in CalOptima Health's Conflict of Interest Code;

2. California Government Code Section 87100, prohibiting each CalOptima Health Employee from making, participating in making or in any way attempting to use his or her official position to influence a governmental decision in which he or she knows or has reason to know that he or she has a financial interest;

3. California Government Code section 1090, prohibiting each CalOptima Health Employee from being financially interested in any contract made by the employee in his or her official capacity, and prohibiting each employee from being a purchaser at any sale or vendor at any purchase made by him or her in his or her official capacity.

4. California Government Code section 1126, which prohibits each CalOptima Health Employee from engaging in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of CalOptima Health.

5. Title 42 of the United States Code section 1320-7b(b), prohibiting the knowing and willful offer, payment, solicitation or receipt of incentives or remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, to induce the

referral of business reimbursable under the Medi-Cal or Medicare programs or to induce an enrollee to use a particular practitioner, provider or supplier.

6. Title 42 of the Code of Federal Regulations section 460.68 regarding the disclosure and recusal requirement of the governing board for direct or indirect interest in any contract that supplies any administrative or care-related service or materials to PACE.

C. A conflict of interest exists in any situation in which an employee uses his or her position or association with CalOptima Health for personal or financial gain. The following guidelines are used to determine whether a real or apparent conflict of interest would exist.

1. *Avoidance of Unfair Competitive Advantage*. An employee's outside employment, consulting, or other business activity outside CalOptima Health may not influence decisions made by CalOptima Health in such a way as to give unfair competitive advantage to the employee's outside business activity.

2. *Use of Privileged or Official Information*. The use of privileged or official information for personal financial gain while employed with or after separating from employment is a type of conflict of interest and is prohibited. Privileged or official information is information that is known to an employee because of his or her employment with CalOptima Health but is not available to the public. The information covered under this provision includes, but is not limited to, personal health information (PHI), provider rates, personnel records, or proprietary information.

3. *Protection of Information Not Yet in Public Domain*. A CalOptima Health Employee acting as an independent consultant or as an employee of another organization may not use information, skills or knowledge obtained as a result of CalOptima Health employment, that is material or necessary to a current, in-progress, or proposed CalOptima Health project, that is proprietary to CalOptima Health and that is not yet in the public domain.

4. *Noncompetition with CalOptima Health.* An employee's outside employment or consulting activity must not compete with current or proposed CalOptima Health projects, programs or initiatives.

D. CalOptima Health Employees shall not handle member or provider issues, applications, requests, or cases on behalf of CalOptima Health for member(s) of the employee's own family or for personal friends.

E. CalOptima Health Employees shall comply with the Code of Conduct and CalOptima Health Policies AA.1204: Gifts, Honoraria, and Travel Payments and AA.1216: Solicitation and Receipt of Gifts to CalOptima Health. Other than as permitted in CalOptima Health Policies, employees shall not receive gratuity, rebates, kickbacks, accommodation, or other unlawful consideration from any one provider, supplier, vendor, firm, or organization with whom CalOptima Health is currently doing or could potentially do business with. It is the responsibility of the employee to return any gift delivered to them and to notify the Clerk of the Board of such action.

F. CalOptima Health Employees shall be aware of what outside activities, investments, and/or positions may conflict with or detract from their effectiveness in employment with CalOptima Health and shall avoid such conflicts.

G. CalOptima Health Employees shall promptly disclose all potential, suspected, or actual conflicts of interest to CalOptima Health's Human Resources Department (HR)and shall personally withdraw

For 20250504 BOD Review Only

from discussion, voting, or other decision-making process where an employee knows or has reason to know the employee has a real or apparent conflict of interest.

H. Designated CalOptima Health Employees in those positions listed in the CalOptima Health Conflict of Interest Code shall complete Statements of Economic Interests (FPPC Form 700) and a CalOptima Health Supplement to Form 700 upon hire, annually, and upon termination of employment. If an employee or an employee's immediate family member, as defined in the Political Reform Act, has a financial or employment relationship with a current or potential provider, supplier, vendor, consultant or member, the employee must disclose this fact in writing to HR.

1. CalOptima Health Employees are prohibited from performing a second job that would create a conflict of interest. Employees are required to promptly report any non-CalOptima Health job positions~~, positions held on non-profit/charitable organizations and/or their affiliations or interests~~ that might be considered one of the situations described in ~~job-related businesses or organizations~~Section II.H.2., on an Employee Report of Outside Interest and/or Other Employment form provided by HR~~.~~ for approval. Employees are to resubmit the Employee Report of Outside Interest and/or Other Employment annually for subsequent approval. Employees are to notify HR when the approved activity ends.

~~1.~~2. CalOptima Health employees shall not participate in any of the following activities without the prior written approval of the Chief Executive Officer (or in the case of the Chief Executive Officer, the Chair of the CalOptima Health Board of Directors):

a. Perform work or render services for any Contractor/Vendor/Provider, association of Contractors/Vendors/Providers or other organizations with which CalOptima Health does business or which seek to do business with CalOptima Health;

b. Perform work or hold a position with a job-related non-profit/charitable businesses or organization;

~~b.~~c. Be a director, officer, or consultant of any Contractor/Vendor/Provider or association of Contractors/Vendors/Providers or other organizations with which CalOptima Health does business or which seek to do business with CalOptima Health; or

~~c.~~d. Permit his or her name to be used in any fashion that would tend to indicate a business connection with any Contractor/Vendor/Provider or association of Contractors/Vendors/Providers or other organizations with which CalOptima Health does business or which seek to do business with CalOptima Health.

3. CalOptima Health Employees are prohibited from performing a second job during the same hours or schedule as their position with CalOptima Health.

I. Employees may participate in the political process on their own time and at their own expense but shall not give the impression that they are speaking on behalf of or representing CalOptima Health in these activities.

J. As required in CalOptima Health's contract with the Department of Health Care Services (DHCS) and applicable state and federal laws and regulations, CalOptima Health shall avoid conflicts of interest in the employment of current and former state officers and employees.

For 20230504 BOD Review Only

K. Employees in Executive Staff positions shall not, for a period of twelve (12) months after leaving that position or employment with CalOptima Health, act as an agent for, or otherwise represent, for compensation, any other person, contractor, or organization, directly or indirectly, by negotiating, servicing, or soliciting contracts with CalOptima Health.

L. Failure to adhere to this Policy, including failure to promptly disclose any potential or actual conflicts or seek an exception may result in corrective action, up to and including termination of employment and/or legal action. Conflicts that violate state or federal laws may result in regulatory or legal action, including possible fines and criminal prosecution.

III. PROCEDURE

A. HR shall:

1. Provide all new CalOptima Health Employees with a copy of this Policy and CalOptima Health's Code of Conduct.

2. Provide each designated CalOptima Health employee with a copy of the Conflict of Interest Code and a link to the County of Orange's eDisclosure System to the Form 700 Statement of Economic Interests, to complete when assuming office, annually, and upon termination of employment. HR will also provide the Supplement to Form 700 upon hire and annually.

3. Make the Employee Report of Outside Interest and/or Other Employment form available to all CalOptima Health employees.

4. Collect and review the completed Supplement to Form 700 forms and/or Employee Report of Outside Interest and/or Other Employment Forms and obtain necessary approvals where required.

5. Not employ an individual holding a permanent or intermittent position in the State civil service or other appointed State official or an individual who was employed within the previous one (1) year as an appointee or civil service employee with DHCS, subject to certain exceptions which employment determination shall be made in conjunction with the Compliance Department.

B. All CalOptima Health Employees shall:

1. Review and comply with this Policy, CalOptima Health's Code of Conduct, and the CalOptima Health Employee Handbook;

2. Avoid any actual or potential conflict between their personal interests and the interest of CalOptima Health;

3. Promptly report any job-related outside or personal positions or interests on the Employee Report of Outside Interest and/or Other Employment form and submit such forms to HR.

4. Not make, or participate in making, or in any way attempt to use his or her official position to influence a governmental decision in which he or she knows or has reason to know he or she has a financial interest.

5. Not offer, pay, solicit or receive an incentive or remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, to induce the referral of

For 20230504 BOD Review Only

business reimbursable under the Medi-Cal or Medicare programs or to induce an enrollee to use a particular practitioner, provider or supplier.

6. Promptly report any suspected or apparent violation of this Policy to CalOptima Health's HR Department with detailed information sufficient for HR to investigate the issue and cooperate with any subsequent investigation.

7. CalOptima Health Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their supervisor or HR for clarification.

8. Upon being notified that an actual or apparent conflict exists, and an exception is not granted, the employee must promptly resolve the conflict by:

   a. Terminating the outside activity;

   b. Cooperating in reassignment, when appropriate or reasonable or;

   c. Resigning from CalOptima Health.

C. Designated CalOptima Health Employees in those positions listed in the CalOptima Health Conflict of Interest Code shall:

1. Upon assuming office, annually, and upon termination of employment, complete and submit a Statement of Economic Interests (FPPC Form 700) on the County of Orange eDisclosure system (https://cobcoi.ocgov.com/edisclosure/); and

2. Complete a Supplement to Form 700 upon hire and annually.

IV. ATTACHMENT(S)

A. Conflict of Interest Code Exhibits A and B
B. Supplement to Form 700
C. Employee Report of Outside Interest and/or Other Employment Form

V. REFERENCE(S)

A. California Government Code, §§1090 *et. seq.*
B. California Government Code, §1126
C. California Government Code, §§-87206.3 and 87206.3(c)
~~A.~~D. CalOptima Health Code of Conduct
~~B.~~E. CalOptima Health Conflict of Interest Code
~~C.~~A. ~~CalOptima Health Employee Handbook~~
~~D.~~F. CalOptima Health Contract with the Department of Health Care Services (DHCS)
G. CalOptima Health Employee Handbook
~~E.~~H. CalOptima Health Policy AA.1204: Gifts, Honoraria and Travel Payments
~~F.~~I. CalOptima Health Policy AA.1216: Solicitation and Receipt of Gifts to CalOptima Health
~~G.~~J. Political Reform Act, Government Code §§81000-91014
~~H.~~K. Title 2, California Code of Regulations (C.C.R.), §§18730 *et seq.*
~~I.A. California Government Code, §§1090 *et. seq.*~~
~~J.A. California Government Code, §1126~~
~~K.A. California Government Code §§ 87206.3 and 87206.3(c)~~
L. Title 22, California Code of Regulations, §53600

For 20230504 BOD Review Only

M. Title 42, United States Code, §§1320a-7b(b)
N. Title 42, Code of Federal Regulations, §460.68

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

VII. BOARD ACTION(S)

Date	Meeting
01/08/2009	Regular Meeting of the CalOptima Board of Directors
05/04/2017	Regular Meeting of the CalOptima Board of Directors
02/07/2019	Regular Meeting of the CalOptima Board of Directors
12/03/2020	Regular Meeting of the CalOptima Board of Directors
09/01/2022	Regular Meeting of the CalOptima Health Board of Directors
12/01/2022	Regular Meeting of the CalOptima Health Board of Directors
TBD	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	02/01/2000	GA.8012	Conflicts of Interest	Administrative
Revised	07/01/2007	GA.8012	Conflicts of Interest	Administrative
Revised	05/04/2017	GA.8012	Conflicts of Interest	Administrative
Revised	02/07/2019	GA.8012	Conflicts of Interest	Administrative
Revised	12/03/2020	GA.8012	Conflicts of Interest	Administrative
Revised	09/01/2022	GA.8012	Conflicts of Interest	Administrative
Revised	12/01/2022	GA.8012	Conflicts of Interest	Administrative
Revised	TBD	GA.8012	Conflicts of Interest	Administrative

For 20230504 BOD Review Only

IX. GLOSSARY

Term	Definition
CalOptima Health Employee(s)	For purposes of this policy, include, but are not limited to, all full-time and part-time regular CalOptima Health employees, all temporary employees, interns, CalOptima Health Board members, and applicable contractors and consultants.

For 20230504 BOD Review Only

Policy:	GA.8012
Title:	**Conflicts of Interest**
Department:	Human Resources
Section:	Not Applicable
CEO Approval:	*/s/*
Effective Date:	02/01/2000
Revised Date:	TBD
Applicable to:	☐ Medi-Cal ☐ OneCare ☐ PACE ☒ Administrative

For 20250504 BOD Review Only

I. PURPOSE

This policy establishes guidelines and standards for CalOptima Health Employees to avoid conflicts of interest and incompatible outside activities.

II. POLICY

A. CalOptima Health Employees shall avoid anything that constitutes a real or apparent conflict between their personal interests and the interests of CalOptima Health.

B. CalOptima Health Employees shall avoid conflicts of interest and shall adhere to applicable state and federal laws and regulations, including, but not limited to:

1. California Government Code Section 81000 et seq., requiring all designated employees to comply with the reporting requirements in CalOptima Health's Conflict of Interest Code;

2. California Government Code Section 87100, prohibiting each CalOptima Health Employee from making, participating in making or in any way attempting to use his or her official position to influence a governmental decision in which he or she knows or has reason to know that he or she has a financial interest;

3. California Government Code section 1090, prohibiting each CalOptima Health Employee from being financially interested in any contract made by the employee in his or her official capacity, and prohibiting each employee from being a purchaser at any sale or vendor at any purchase made by him or her in his or her official capacity.

4. California Government Code section 1126, which prohibits each CalOptima Health Employee from engaging in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of CalOptima Health.

5. Title 42 of the United States Code section 1320-7b(b), prohibiting the knowing and willful offer, payment, solicitation or receipt of incentives or remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, to induce the referral of business reimbursable under the Medi-Cal or Medicare programs or to induce an enrollee to use a particular practitioner, provider or supplier.

6. Title 42 of the Code of Federal Regulations section 460.68 regarding the disclosure and recusal requirement of the governing board for direct or indirect interest in any contract that supplies any administrative or care-related service or materials to PACE.

C. A conflict of interest exists in any situation in which an employee uses his or her position or association with CalOptima Health for personal or financial gain. The following guidelines are used to determine whether a real or apparent conflict of interest would exist.

1. *Avoidance of Unfair Competitive Advantage*. An employee's outside employment, consulting, or other business activity outside CalOptima Health may not influence decisions made by CalOptima Health in such a way as to give unfair competitive advantage to the employee's outside business activity.

2. *Use of Privileged or Official Information*. The use of privileged or official information for personal financial gain while employed with or after separating from employment is a type of conflict of interest and is prohibited. Privileged or official information is information that is known to an employee because of his or her employment with CalOptima Health but is not available to the public. The information covered under this provision includes, but is not limited to, personal health information (PHI), provider rates, personnel records, or proprietary information.

3. *Protection of Information Not Yet in Public Domain*. A CalOptima Health Employee acting as an independent consultant or as an employee of another organization may not use information, skills or knowledge obtained as a result of CalOptima Health employment, that is material or necessary to a current, in-progress, or proposed CalOptima Health project, that is proprietary to CalOptima Health and that is not yet in the public domain.

4. *Noncompetition with CalOptima Health*. An employee's outside employment or consulting activity must not compete with current or proposed CalOptima Health projects, programs or initiatives.

D. CalOptima Health Employees shall not handle member or provider issues, applications, requests, or cases on behalf of CalOptima Health for member(s) of the employee's own family or for personal friends.

E. CalOptima Health Employees shall comply with the Code of Conduct and CalOptima Health Policies AA.1204: Gifts, Honoraria, and Travel Payments and AA.1216: Solicitation and Receipt of Gifts to CalOptima Health. Other than as permitted in CalOptima Health Policies, employees shall not receive gratuity, rebates, kickbacks, accommodation, or other unlawful consideration from any one provider, supplier, vendor, firm, or organization with whom CalOptima Health is currently doing or could potentially do business with. It is the responsibility of the employee to return any gift delivered to them and to notify the Clerk of the Board of such action.

F. CalOptima Health Employees shall be aware of what outside activities, investments, and/or positions may conflict with or detract from their effectiveness in employment with CalOptima Health and shall avoid such conflicts.

G. CalOptima Health Employees shall promptly disclose all potential, suspected, or actual conflicts of interest to CalOptima Health's Human Resources Department (HR)and shall personally withdraw from discussion, voting, or other decision-making process where an employee knows or has reason to know the employee has a real or apparent conflict of interest.

For 20230504 BOD Review Only

H. Designated CalOptima Health Employees in those positions listed in the CalOptima Health Conflict of Interest Code shall complete Statements of Economic Interests (FPPC Form 700) and a CalOptima Health Supplement to Form 700 upon hire, annually, and upon termination of employment. If an employee or an employee's immediate family member, as defined in the Political Reform Act, has a financial or employment relationship with a current or potential provider, supplier, vendor, consultant or member, the employee must disclose this fact in writing to HR.

1. CalOptima Health Employees are prohibited from performing a second job that would create a conflict of interest. Employees are required to promptly report any non-CalOptima Health job positions that might be considered one of the situations described in Section II.H.2., on an Employee Report of Outside Interest and/or Other Employment form provided by HR for approval. Employees are to resubmit the Employee Report of Outside Interest and/or Other Employment annually for subsequent approval. Employees are to notify HR when the approved activity ends.

2. CalOptima Health employees shall not participate in any of the following activities without the prior written approval of the Chief Executive Officer (or in the case of the Chief Executive Officer, the Chair of the CalOptima Health Board of Directors):

   a. Perform work or render services for any Contractor/Vendor/Provider, association of Contractors/Vendors/Providers or other organizations with which CalOptima Health does business or which seek to do business with CalOptima Health;

   b. Perform work or hold a position with a job-related non-profit/charitable businesses or organization;

   c. Be a director, officer, or consultant of any Contractor/Vendor/Provider or association of Contractors/Vendors/Providers or other organizations with which CalOptima Health does business or which seek to do business with CalOptima Health; or

   d. Permit his or her name to be used in any fashion that would tend to indicate a business connection with any Contractor/Vendor/Provider or association of Contractors/Vendors/ Providers or other organizations with which CalOptima Health does business or which seek to do business with CalOptima Health.

3. CalOptima Health Employees are prohibited from performing a second job during the same hours or schedule as their position with CalOptima Health.

I. Employees may participate in the political process on their own time and at their own expense but shall not give the impression that they are speaking on behalf of or representing CalOptima Health in these activities.

J. As required in CalOptima Health's contract with the Department of Health Care Services (DHCS) and applicable state and federal laws and regulations, CalOptima Health shall avoid conflicts of interest in the employment of current and former state officers and employees.

K. Employees in Executive Staff positions shall not, for a period of twelve (12) months after leaving that position or employment with CalOptima Health, act as an agent for, or otherwise represent, for compensation, any other person, contractor, or organization, directly or indirectly, by negotiating, servicing, or soliciting contracts with CalOptima Health.

For 20230504 BOD Review Only

L. Failure to adhere to this Policy, including failure to promptly disclose any potential or actual conflicts or seek an exception may result in corrective action, up to and including termination of employment and/or legal action. Conflicts that violate state or federal laws may result in regulatory or legal action, including possible fines and criminal prosecution.

III. PROCEDURE

A. HR shall:

1. Provide all new CalOptima Health Employees with a copy of this Policy and CalOptima Health's Code of Conduct.

2. Provide each designated CalOptima Health employee with a copy of the Conflict of Interest Code and a link to the County of Orange's eDisclosure System to the Form 700 Statement of Economic Interests, to complete when assuming office, annually, and upon termination of employment. HR will also provide the Supplement to Form 700 upon hire and annually.

3. Make the Employee Report of Outside Interest and/or Other Employment form available to all CalOptima Health employees.

4. Collect and review the completed Supplement to Form 700 forms and/or Employee Report of Outside Interest and/or Other Employment Forms and obtain necessary approvals where required.

5. Not employ an individual holding a permanent or intermittent position in the State civil service or other appointed State official or an individual who was employed within the previous one (1) year as an appointee or civil service employee with DHCS, subject to certain exceptions which employment determination shall be made in conjunction with the Compliance Department.

B. All CalOptima Health Employees shall:

1. Review and comply with this Policy, CalOptima Health's Code of Conduct, and the CalOptima Health Employee Handbook;

2. Avoid any actual or potential conflict between their personal interests and the interest of CalOptima Health;

3. Promptly report any job-related outside or personal positions or interests on the Employee Report of Outside Interest and/or Other Employment form and submit such forms to HR.

4. Not make, or participate in making, or in any way attempt to use his or her official position to influence a governmental decision in which he or she knows or has reason to know he or she has a financial interest.

5. Not offer, pay, solicit or receive an incentive or remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, to induce the referral of business reimbursable under the Medi-Cal or Medicare programs or to induce an enrollee to use a particular practitioner, provider or supplier.

6. Promptly report any suspected or apparent violation of this Policy to CalOptima Health's HR Department with detailed information sufficient for HR to investigate the issue and cooperate with any subsequent investigation.

For 20230504 BOD Review Only

7. CalOptima Health Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their supervisor or HR for clarification.

8. Upon being notified that an actual or apparent conflict exists, and an exception is not granted, the employee must promptly resolve the conflict by:

   a. Terminating the outside activity;

   b. Cooperating in reassignment, when appropriate or reasonable or;

   c. Resigning from CalOptima Health.

C. Designated CalOptima Health Employees in those positions listed in the CalOptima Health Conflict of Interest Code shall:

1. Upon assuming office, annually, and upon termination of employment, complete and submit a Statement of Economic Interests (FPPC Form 700) on the County of Orange eDisclosure system (https://cobcoi.ocgov.com/edisclosure/); and

2. Complete a Supplement to Form 700 upon hire and annually.

IV. ATTACHMENT(S)

A. Conflict of Interest Code Exhibits A and B
B. Supplement to Form 700
C. Employee Report of Outside Interest and/or Other Employment Form

V. REFERENCE(S)

A. California Government Code, §§1090 *et. seq*.
B. California Government Code, §1126
C. California Government Code, §§87206.3 and 87206.3(c)
D. CalOptima Health Code of Conduct
E. CalOptima Health Conflict of Interest Code
F. CalOptima Health Contract with the Department of Health Care Services (DHCS)
G. CalOptima Health Employee Handbook
H. CalOptima Health Policy AA.1204: Gifts, Honoraria and Travel Payments
I. CalOptima Health Policy AA.1216: Solicitation and Receipt of Gifts to CalOptima Health
J. Political Reform Act, Government Code §§81000-91014
K. Title 2, California Code of Regulations (C.C.R.), §§18730 *et seq.*
L. Title 22, California Code of Regulations, §53600
M. Title 42, United States Code, §§1320a-7b(b)
N. Title 42, Code of Federal Regulations, §460.68

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

For 20230504 BOD Review Only

VII. BOARD ACTION(S)

Date	Meeting
01/08/2009	Regular Meeting of the CalOptima Board of Directors
05/04/2017	Regular Meeting of the CalOptima Board of Directors
02/07/2019	Regular Meeting of the CalOptima Board of Directors
12/03/2020	Regular Meeting of the CalOptima Board of Directors
09/01/2022	Regular Meeting of the CalOptima Health Board of Directors
12/01/2022	Regular Meeting of the CalOptima Health Board of Directors
TBD	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	02/01/2000	GA.8012	Conflicts of Interest	Administrative
Revised	07/01/2007	GA.8012	Conflicts of Interest	Administrative
Revised	05/04/2017	GA.8012	Conflicts of Interest	Administrative
Revised	02/07/2019	GA.8012	Conflicts of Interest	Administrative
Revised	12/03/2020	GA.8012	Conflicts of Interest	Administrative
Revised	09/01/2022	GA.8012	Conflicts of Interest	Administrative
Revised	12/01/2022	GA.8012	Conflicts of Interest	Administrative
Revised	TBD	GA.8012	Conflicts of Interest	Administrative

For 20230504 BOD Review Only

IX. GLOSSARY

Term	Definition
CalOptima Health Employee(s)	For purposes of this policy, include, but are not limited to, all full-time and part-time regular CalOptima Health employees, all temporary employees, interns, CalOptima Health Board members, and applicable contractors and consultants.

For 20230504 BOD Review Only

Conflict of Interest Code
EXHIBIT A

Approved ~~December 01, 2022~~May 4, 2023, by
CalOptima Health Board of Directors

Entity: Other Misc. Authorities, Districts and Commissions
Agency: CalOptima Health

Position	Disclosure Category	Files With
Associate Director I	OC-41	COB
Associate Director II	OC-41	COB
Associate Director III	OC-41	COB
Associate Director IV	OC-41	COB
Buyer	OC-01	COB
Buyer, Int.	OC-01	COB
Buyer, Sr.	OC-01	COB
Chief Compliance Officer	OC-01	COB
Chief Executive Officer	OC-01	COB
Chief Financial Officer	OC-01	COB
Chief Health Equity Officer	OC-01	COB
Chief Human Resources Officer	OC-01	COB
Chief Information Officer	OC-01	COB
Chief Medical Officer	OC-01	COB
Chief of Staff	OC-01	COB
Chief Operating Officer	OC-01	COB
Chief Strategy Officer	OC-01	COB
Clerk of the Board	OC-06	COB
Clinical Pharmacist	OC-20	COB
Consultant	OC-01	Agency
Contract Administrator	OC-06	COB
Contracts Manager	OC-06	COB
Contracts Manager, Sr.	OC-06	COB
Contracts Specialist	OC-06	COB
Contracts Specialist, Int.	OC-06	COB
Contracts Specialist, Sr.	OC-06	COB
Controller	OC-01	COB
Deputy Chief Medical Officer	OC-01	COB

Back to Item

Back to Agenda

Conflict of Interest Code
EXHIBIT A

Approved ~~December 01, 2022~~May 4, 2023, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Director I	OC-01	COB
Director II	OC-01	COB
Director III	OC-01	COB
Director IV	OC-01	COB
Enterprise Analytics Manager	OC-06	COB
Executive Director	OC-01	COB
Financial Analyst I	OC-01	COB
Financial Analyst II	OC-01	COB
Financial Analyst III	OC-01	COB
Financial Analyst IV	OC-01	COB
Financial Reporting Analyst	OC-01	COB
Litigation Support Specialist	OC-41	COB
Manager, Accounting	OC-01	COB
Manager, Actuary	OC-01	COB
Manager, Audit and Oversight	OC-01	COB
Manager, Behavioral Health	OC-41	COB
Manager, Business Integration	OC-06	COB
Manager, Case Management	OC-41	COB
Manager, Claims	OC-41	COB
Manager, Clinic Operations	OC-06	COB
Manager, Clinical Pharmacists	OC-20	COB
Manager, Coding Quality	OC-06	COB
Manager, Communications	OC-13	COB
Manager, Community Relations	OC-06	COB
Manager, Contracting	OC-41	COB
~~Manager, Creative Branding~~	~~OC-13~~	~~COB~~
Manager, Cultural & Linguistics	OC-06	COB
Manager, Customer Service	OC-41	COB
Manager, Electronic Business	OC-06	COB
Manager, Encounters	OC-06	COB

Conflict of Interest Code
EXHIBIT A

Approved ~~December 01, 2022~~May 4, 2023, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Manager, Environmental Health & Safety	OC-06	COB
Manager, Finance	OC-01	COB
Manager, Financial Analysis	OC-01	COB
Manager, Government Affairs	OC-41	COB
Manager, Grievance and Appeals	OC-41	COB
Manager, Human Resources	OC-11	COB
Manager, Information Technology Services	OC-08	COB
Manager, Long Term Support Services	OC-41	COB
~~Manager, Marketing & Outreach~~	~~OC-06~~	~~COB~~
Manager, Marketing and Enrollment (PACE)	OC-06	COB
Manager, Member Liaison Program	OC-41	COB
Manager, Member Outreach & Education	OC-41	COB
Manager, MSSP	OC-41	COB
Manager, OneCare Clinical	OC-41	COB
Manager, OneCare Customer Service	OC-41	COB
Manager, Outreach & Enrollment	OC-41	COB
Manager, PACE Center	OC-41	COB
Manager, Population Health Management	OC-41	COB
Manager, Process Excellence	OC-41	COB
Manager, Program Implementation	OC-06	COB
Manager, Provider Data Management Services	OC-41	COB
Manager, Provider Network	OC-41	COB
Manager, Provider Relations	OC-41	COB
Manager, Purchasing	OC-01	COB
Manager, QI Initiatives	OC-41	COB
Manager, Quality Analytics	OC-06	COB
Manager, Quality Improvement	OC-41	COB
Manager, Regulatory Affairs and Compliance	OC-41	COB
Manager, Reporting & Financial Compliance	OC-01	COB
Manager, Strategic Development	OC-41	COB

Conflict of Interest Code
EXHIBIT A

Approved ~~December 01, 2022~~May 4, 2023, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Manager, Utilization Management	OC-06	COB
Medical Case Manager	OC-41	COB
Medical Case Manager (LVN)	OC-41	COB
Medical Director	OC-01	COB
Medical Services Case Manager	OC-41	COB
Nurse Practitioner (PACE)	OC-41	COB
OneCare Operations Manager	OC-41	COB
Pharmacy Resident	OC-20	COB
Pharmacy Services Specialist	OC-20	COB
Pharmacy Services Specialist, Int.	OC-20	COB
Pharmacy Services Specialist, Sr.	OC-20	COB
Policy Advisor, Sr.	OC-41	COB
Principal Financial Analyst	OC-01	COB
Privacy Manager	OC-41	COB
Privacy Officer	OC-41	COB
Process Excellence Manager II	OC-41	COB
Process Excellence Manager III	OC-41	COB
Process Excellence Manager IV	OC-41	COB
Program Manager	OC-06	COB
Program Manager, Sr.	OC-06	COB
Project Manager II	OC-O6	COB
Project Manager III	OC-O6	COB
Project Manager IV	OC-O6	COB
QI Nurse Specialist (RN or LVN)	OC-06	COB
Records Manager	OC-06	COB
Regulatory Affairs and Compliance Analyst	OC-41	COB
Regulatory Affairs and Compliance Analyst, Sr.	OC-41	COB
Regulatory Affairs and Compliance, Lead	OC-41	COB
RN (PACE)	OC-41	COB
Sr Director	OC-01	COB

Conflict of Interest Code
EXHIBIT A

Approved ~~December 01, 2022~~May 4, 2023, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Sr Manager I	OC-01	COB
Sr Manager II	OC-01	COB
Sr Manager III	OC-01	COB
Sr Manager IV	OC-01	COB
Supervisor, Accounting	OC-01	COB
Supervisor, Audit and Oversight	OC-01	COB
Supervisor, Behavioral Health	OC-41	COB
Supervisor, Budgeting	OC-01	COB
Supervisor, Case Management	OC-41	COB
Supervisor, Claims	OC-06	COB
Supervisor, Coding Initiatives	OC-06	COB
Supervisor, Credentialing	OC-41	COB
Supervisor, Customer Service	OC-06	COB
Supervisor, Data Entry	OC-06	COB
Supervisor, Day Center (PACE)	OC-06	COB
Supervisor, Dietary Services (PACE)	OC-41	COB
Supervisor, Encounters	OC-06	COB
Supervisor, Facilities	OC-41	COB
Supervisor, Finance	OC-01	COB
Supervisor, Grievance and Appeals	OC-41	COB
Supervisor, Information Technology Services	OC-08	COB
Supervisor, Long Term Support Services	OC-41	COB
Supervisor, Medical Assistant	OC-41	COB
Supervisor, Member Outreach and Education	OC-06	COB
Supervisor, MSSP	OC-06	COB
Supervisor, Nursing Services (PACE)	OC-41	COB
Supervisor, OneCare Customer Service	OC-06	COB
Supervisor, Payroll	OC-06	COB
Supervisor, Pharmacist	OC-20	COB
Supervisor, Population Health Management	OC-41	COB

Conflict of Interest Code
EXHIBIT A

Approved ~~December 01, 2022~~May 4, 2023, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Supervisor, Provider Data Management Services	OC-06	COB
Supervisor, Provider Relations	OC-41	COB
Supervisor, Quality Analytics	OC-06	COB
Supervisor, Quality Improvement	OC-41	COB
Supervisor, Regulatory Affairs and Compliance	OC-41	COB
Supervisor, Social Work (PACE)	OC-41	COB
Supervisor, Therapy Services (PACE)	OC-41	COB
Supervisor, Utilization Management	OC-06	COB

Total: ~~155~~154

OFFICIALS WHO ARE SPECIFIED IN GOVERNMENT CODE SECTION 87200

Officials who are specified in Government Code section 87200 (including officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3 (b)), are NOT subject to the Agency's Conflict of Interest Code but are subject to the disclosure requirements of the Political Reform Act, Government Code section 87100, et seq. Gov't Code § 87203. These positions are listed here for informational purposes only.

The positions listed below are officials who are specified in Government Code section 87200:

Alternate Member of the Board of Directors	Files with	COB
Chief Executive Officer	Files with	COB
Chief Financial Officer	Files with	COB
Member of the Board of Directors	Files with	COB

The disclosure requirements for these positions are set forth in Government Code section 87200, et. seq. They require the disclosure of interests in real property in the agency's jurisdiction, as well as investments, business positions and sources of income (including gifts, loans and travel payments).

Disclosure Descriptions
EXHIBIT B

Entity: **Other Misc. Authorities, Districts and Commissions Agency:** **CalOptima Health**

Disclosure Category	Disclosure Description
87200 Filer	Form 87200 filers shall complete all schedules for Form 700 and disclose all reportable sources of income, interests in real property, investments and business positions in business entities, if applicable, pursuant to Government Code Section 87200 *et seq*...
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).
OC-06	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide leased facilities and goods, supplies, equipment, vehicles, machinery or services (including training and consulting services) of the types used by the County Department, Authority or District, as applicable.
OC-08	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that develop or provide computer hardware/software, voice data communications, or data processing goods, supplies, equipment, or services (including training and consulting services) used by the County Department, Authority or District, as applicable.
OC-11	All interests in real property in Orange County or located entirely or partly within the Authority or District boundaries as applicable, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that are engaged in the supply of equipment related to recruitment, employment search & marketing, classification, training, or negotiation with personnel; employee benefits, and health and welfare benefits.
OC-13	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that produce or provide promotional items for public outreach programs; present, facilitate, market or otherwise act as agent for media relations with regard to public relations; provide printing, copying, or mail services; or provide training for or development of customer service representatives.
OC-20	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide pharmaceutical services, supplies, materials or equipment.

Disclosure Category	Disclosure Description
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.
OC-41	All interests in real property in Orange County, the District or Authority, as applicable, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide services, supplies, materials, machinery, vehicles, or equipment (including training and consulting services) used by the County Department, Authority or District, as applicable.

Grand Total: 9

Conflict of Interest Code
EXHIBIT A

Approved May 4, 2023, by
CalOptima Health Board of Directors

Entity: Other Misc. Authorities, Districts and Commissions
Agency: CalOptima Health

Position	Disclosure Category	Files With
Associate Director I	OC-41	COB
Associate Director II	OC-41	COB
Associate Director III	OC-41	COB
Associate Director IV	OC-41	COB
Buyer	OC-01	COB
Buyer, Int.	OC-01	COB
Buyer, Sr.	OC-01	COB
Chief Compliance Officer	OC-01	COB
Chief Executive Officer	OC-01	COB
Chief Financial Officer	OC-01	COB
Chief Health Equity Officer	OC-01	COB
Chief Human Resources Officer	OC-01	COB
Chief Information Officer	OC-01	COB
Chief Medical Officer	OC-01	COB
Chief of Staff	OC-01	COB
Chief Operating Officer	OC-01	COB
Chief Strategy Officer	OC-01	COB
Clerk of the Board	OC-06	COB
Clinical Pharmacist	OC-20	COB
Consultant	OC-01	Agency
Contract Administrator	OC-06	COB
Contracts Manager	OC-06	COB
Contracts Manager, Sr.	OC-06	COB
Contracts Specialist	OC-06	COB
Contracts Specialist, Int.	OC-06	COB
Contracts Specialist, Sr.	OC-06	COB
Controller	OC-01	COB
Deputy Chief Medical Officer	OC-01	COB

Back to Item

Back to Agenda

Conflict of Interest Code
EXHIBIT A

Approved May 4, 2023, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Director I	OC-01	COB
Director II	OC-01	COB
Director III	OC-01	COB
Director IV	OC-01	COB
Enterprise Analytics Manager	OC-06	COB
Executive Director	OC-01	COB
Financial Analyst I	OC-01	COB
Financial Analyst II	OC-01	COB
Financial Analyst III	OC-01	COB
Financial Analyst IV	OC-01	COB
Financial Reporting Analyst	OC-01	COB
Litigation Support Specialist	OC-41	COB
Manager, Accounting	OC-01	COB
Manager, Actuary	OC-01	COB
Manager, Audit and Oversight	OC-01	COB
Manager, Behavioral Health	OC-41	COB
Manager, Business Integration	OC-06	COB
Manager, Case Management	OC-41	COB
Manager, Claims	OC-41	COB
Manager, Clinic Operations	OC-06	COB
Manager, Clinical Pharmacists	OC-20	COB
Manager, Coding Quality	OC-06	COB
Manager, Communications	OC-13	COB
Manager, Community Relations	OC-06	COB
Manager, Contracting	OC-41	COB
Manager, Cultural & Linguistics	OC-06	COB
Manager, Customer Service	OC-41	COB
Manager, Electronic Business	OC-06	COB
Manager, Encounters	OC-06	COB
Manager, Environmental Health & Safety	OC-06	COB

Conflict of Interest Code
EXHIBIT A

Approved May 4, 2023, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Manager, Finance	OC-01	COB
Manager, Financial Analysis	OC-01	COB
Manager, Government Affairs	OC-41	COB
Manager, Grievance and Appeals	OC-41	COB
Manager, Human Resources	OC-11	COB
Manager, Information Technology Services	OC-08	COB
Manager, Long Term Support Services	OC-41	COB
Manager, Marketing and Enrollment (PACE)	OC-06	COB
Manager, Member Liaison Program	OC-41	COB
Manager, Member Outreach & Education	OC-41	COB
Manager, MSSP	OC-41	COB
Manager, OneCare Clinical	OC-41	COB
Manager, OneCare Customer Service	OC-41	COB
Manager, Outreach & Enrollment	OC-41	COB
Manager, PACE Center	OC-41	COB
Manager, Population Health Management	OC-41	COB
Manager, Process Excellence	OC-41	COB
Manager, Program Implementation	OC-06	COB
Manager, Provider Data Management Services	OC-41	COB
Manager, Provider Network	OC-41	COB
Manager, Provider Relations	OC-41	COB
Manager, Purchasing	OC-01	COB
Manager, QI Initiatives	OC-41	COB
Manager, Quality Analytics	OC-06	COB
Manager, Quality Improvement	OC-41	COB
Manager, Regulatory Affairs and Compliance	OC-41	COB
Manager, Reporting & Financial Compliance	OC-01	COB
Manager, Strategic Development	OC-41	COB
Manager, Utilization Management	OC-06	COB
Medical Case Manager	OC-41	COB

Conflict of Interest Code
EXHIBIT A

Approved May 4, 2023, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Medical Case Manager (LVN)	OC-41	COB
Medical Director	OC-01	COB
Medical Services Case Manager	OC-41	COB
Nurse Practitioner (PACE)	OC-41	COB
OneCare Operations Manager	OC-41	COB
Pharmacy Resident	OC-20	COB
Pharmacy Services Specialist	OC-20	COB
Pharmacy Services Specialist, Int.	OC-20	COB
Pharmacy Services Specialist, Sr.	OC-20	COB
Policy Advisor, Sr.	OC-41	COB
Principal Financial Analyst	OC-01	COB
Privacy Manager	OC-41	COB
Privacy Officer	OC-41	COB
Process Excellence Manager II	OC-41	COB
Process Excellence Manager III	OC-41	COB
Process Excellence Manager IV	OC-41	COB
Program Manager	OC-06	COB
Program Manager, Sr.	OC-06	COB
Project Manager II	OC-O6	COB
Project Manager III	OC-O6	COB
Project Manager IV	OC-O6	COB
QI Nurse Specialist (RN or LVN)	OC-06	COB
Records Manager	OC-06	COB
Regulatory Affairs and Compliance Analyst	OC-41	COB
Regulatory Affairs and Compliance Analyst, Sr.	OC-41	COB
Regulatory Affairs and Compliance, Lead	OC-41	COB
RN (PACE)	OC-41	COB
Sr Director	OC-01	COB
Sr Manager I	OC-01	COB
Sr Manager II	OC-01	COB

Conflict of Interest Code
EXHIBIT A

Approved May 4, 2023, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Sr Manager III	OC-01	COB
Sr Manager IV	OC-01	COB
Supervisor, Accounting	OC-01	COB
Supervisor, Audit and Oversight	OC-01	COB
Supervisor, Behavioral Health	OC-41	COB
Supervisor, Budgeting	OC-01	COB
Supervisor, Case Management	OC-41	COB
Supervisor, Claims	OC-06	COB
Supervisor, Coding Initiatives	OC-06	COB
Supervisor, Credentialing	OC-41	COB
Supervisor, Customer Service	OC-06	COB
Supervisor, Data Entry	OC-06	COB
Supervisor, Day Center (PACE)	OC-06	COB
Supervisor, Dietary Services (PACE)	OC-41	COB
Supervisor, Encounters	OC-06	COB
Supervisor, Facilities	OC-41	COB
Supervisor, Finance	OC-01	COB
Supervisor, Grievance and Appeals	OC-41	COB
Supervisor, Information Technology Services	OC-08	COB
Supervisor, Long Term Support Services	OC-41	COB
Supervisor, Medical Assistant	OC-41	COB
Supervisor, Member Outreach and Education	OC-06	COB
Supervisor, MSSP	OC-06	COB
Supervisor, Nursing Services (PACE)	OC-41	COB
Supervisor, OneCare Customer Service	OC-06	COB
Supervisor, Payroll	OC-06	COB
Supervisor, Pharmacist	OC-20	COB
Supervisor, Population Health Management	OC-41	COB
Supervisor, Provider Data Management Services	OC-06	COB
Supervisor, Provider Relations	OC-41	COB

Conflict of Interest Code
EXHIBIT A

Approved May 4, 2023, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Supervisor, Quality Analytics	OC-06	COB
Supervisor, Quality Improvement	OC-41	COB
Supervisor, Regulatory Affairs and Compliance	OC-41	COB
Supervisor, Social Work (PACE)	OC-41	COB
Supervisor, Therapy Services (PACE)	OC-41	COB
Supervisor, Utilization Management	OC-06	COB

Total: 154

OFFICIALS WHO ARE SPECIFIED IN GOVERNMENT CODE SECTION 87200

Officials who are specified in Government Code section 87200 (including officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3 (b)), are NOT subject to the Agency's Conflict of Interest Code but are subject to the disclosure requirements of the Political Reform Act, Government Code section 87100, et seq. Gov't Code § 87203. These positions are listed here for informational purposes only.

The positions listed below are officials who are specified in Government Code section 87200:

Alternate Member of the Board of Directors	Files with	COB
Chief Executive Officer	Files with	COB
Chief Financial Officer	Files with	COB
Member of the Board of Directors	Files with	COB

The disclosure requirements for these positions are set forth in Government Code section 87200, et. seq. They require the disclosure of interests in real property in the agency's jurisdiction, as well as investments, business positions and sources of income (including gifts, loans and travel payments).

Disclosure Descriptions
EXHIBIT B

Entity: **Other Misc. Authorities, Districts and Commissions Agency:** **CalOptima Health**

Disclosure Category	Disclosure Description
87200 Filer	Form 87200 filers shall complete all schedules for Form 700 and disclose all reportable sources of income, interests in real property, investments and business positions in business entities, if applicable, pursuant to Government Code Section 87200 *et seq*...
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).
OC-06	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide leased facilities and goods, supplies, equipment, vehicles, machinery or services (including training and consulting services) of the types used by the County Department, Authority or District, as applicable.
OC-08	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that develop or provide computer hardware/software, voice data communications, or data processing goods, supplies, equipment, or services (including training and consulting services) used by the County Department, Authority or District, as applicable.
OC-11	All interests in real property in Orange County or located entirely or partly within the Authority or District boundaries as applicable, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that are engaged in the supply of equipment related to recruitment, employment search & marketing, classification, training, or negotiation with personnel; employee benefits, and health and welfare benefits.
OC-13	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that produce or provide promotional items for public outreach programs; present, facilitate, market or otherwise act as agent for media relations with regard to public relations; provide printing, copying, or mail services; or provide training for or development of customer service representatives.
OC-20	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide pharmaceutical services, supplies, materials or equipment.

Disclosure Category	Disclosure Description
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.
OC-41	All interests in real property in Orange County, the District or Authority, as applicable, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide services, supplies, materials, machinery, vehicles, or equipment (including training and consulting services) used by the County Department, Authority or District, as applicable.

Grand Total: 9

SUPPLEMENT TO FORM

700 CALOPTIMA HEALTH

Please print:

Name: _____

The purpose of this disclosure form is to ensure that decisions are in the best interest of CalOptima Health and that no individual achieves personal gain because of his / her position with or without knowledge of CalOptima Health.

Please complete the following:

1. Are you or anyone in your family a director, officer, employee or owner in any business or entity (e.g., bank, real estate brokerage firm, consulting firm, construction company, insurance broker, architectural, law firm, medical group, etc.) which has done business in the past 12 months with CalOptima Health, or currently is or contemplates doing business with CalOptima Health in the next 12 months? _____(yes or no)

   Entity for these purposes includes any for profit, non-profit or public entity. *If yes, please disclose at end*

Please explain your relationship with such business or entity and the transaction with CalOptima Health.

_____

_____

_____

2. Are there any circumstances or other matters of a personal or family nature, direct or indirect, which could conflict with the interests of CalOptima Health ____(yes or no) *If yes, please disclose at end.*

3. Disclose any other activities which you or anyone in your family are engaging in, or are considering engaging in, which may be deemed by CalOptima Health's management or Board to present a potential conflict of interest.

_____ _____

Signature Date

Please disclose any information here:

_____

_____

_____

_____

_____

(Please attach additional sheets if needed)

Human Resources *Approved:*

Back to Item

Back to Agenda

Employee Report of Outside Interest and/or Other Employment

Employees are required to submit this form to Human Resources ~~in the event of~~for determination of any outside interest(s) they may have which could be perceived as a potential conflict of interest with their employment with CalOptima Health. ~~:~~

~~Any other job being held while employed with CalOptima Health, and/or;~~

~~Any outside interest(s) he/she may have which might be foreseeable or could be perceived as a potential conflict of interest with his/her employment with CalOptima Health.~~

It is understood that not all personal outside interest(s) which may interact with and/or relate to CalOptima Health employment constitute a conflict of interest. By reporting any such related outside interest(s), it is hoped that any potential conflict may be avoided.

Name_____**Position** _____

Department_____**Supervisor** _____

A) **Other Job / Position:**

Place of Employment _____

Location/Address _____

Hours/Schedule _____

B) **Outside Interest:** Describe the nature of your association/position in which you have an outside interest, which may have a real or perceived connection, influence or interaction with your employment/position at CalOptima Health:

Explain any actions/precautions that you will take to avoid any conflict of interest with your CalOptima Health employment:

I understand that it is my responsibility to ensure there are no conflicts of interest with my CalOptima Health employment. If approved, I will notify Human Resources when the outside activity ends and for ongoing activities will resubmit this form annually for reapproval:

This form must be typed. Signatures need to be in blue or black ink.

Employee Name (please print):_____

Employee signature: _____ Date _____

Approved by:

Manager/Executive: _____ Date _____

Compliance: _____ Date _____

Human Resources: _____ Date _____

Legal (if necessary): _____ Date _____

Additional Comments:

Employee Report of Outside Interest and/or Other Employment

Employees are required to submit this form to Human Resources for determination of any outside interest(s) they may have which could be perceived as a potential conflict of interest with their employment with CalOptima Health. It is understood that not all personal outside interest(s) which may interact with and/or relate to CalOptima Health employment constitute a conflict of interest. By reporting any such related outside interest(s), it is hoped that any potential conflict may be avoided.

Name_____ **Position** _____

Department_____ **Supervisor** _____

A) **Other Job / Position:**

Place of Employment _____

Location/Address _____

Hours/Schedule _____

B) **Outside Interest:** Describe the nature of your association/position in which you have an outside interest, which may have a real or perceived connection, influence or interaction with your employment/position at CalOptima Health:

Explain any actions/precautions that you will take to avoid any conflict of interest with your CalOptima Health employment:

I understand that it is my responsibility to ensure there are no conflicts of interest with my CalOptima Health employment. If approved, I will notify Human Resources when the outside activity ends and for ongoing activities will resubmit this form annually for reapproval:

Employee Name (please print):_____

Employee signature: _____ Date _____

Approved by:

Manager/Executive: _____ Date _____

Compliance: _____ Date _____

Human Resources: _____ Date _____

Legal (if necessary): _____ Date _____

Additional Comments:

This form must be typed. Signatures need to be in blue or black ink.

Policy:	GA.8058
Title:	**Salary Schedule**
Department:	~~CalOptima Health Administrative~~Human Resources
Section:	~~Human Resources~~Not Applicable
CEO Approval:	*/s/*
Effective Date:	05/01/2014
Revised Date:	05/04/2023
Applicable to:	☐ Medi-Cal ☐ OneCare ~~☐ OneCare Connect~~ ☐ PACE ☒ Administrative

For 20230504 BOD Review Only

I. PURPOSE

A. This policy maintains a CalOptima Health Salary Schedule that lists all active job classifications including job title, salary grade, and salary ranges (minimum, midpoint, and maximum pay rate amounts).

B. This policy ensures the salary schedule is publicly available pursuant to the requirements of Title 2, California Code of Regulations (CCR) §570.5 so that employees who are members of the California Public Employees Retirement System (CalPERS) have their compensation considered qualified for pension calculation under CalPERS regulations.

II. POLICY

A. Pursuant to the requirements under Title 2, California Code of Regulations (CCR) §570.5, CalOptima Health has established the attached salary schedule for each CalOptima Health job position. In order for CalPERS member's pay rates to be credited by CalPERS, the Human Resources Department (HR) shall maintain a salary schedule that meets the following eight (8) separate criteria:

1. Approval and adoption by the governing body in accordance with requirements applicable to public meetings laws;

2. Identification of position titles for every employee position;

3. Listing of pay rate for each identified position, which may be stated as a single amount or as multiple amounts with a range;

4. Specifies the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;

5. Posted at the employer's office or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;

6. Indicates the effective date and date of any revisions;

7. Retained by the employer and available for public inspection for not less than five (5) years; and

8. Does not reference another document in lieu of disclosing the pay rate.

B. The Chief Executive Officer (CEO) is authorized and directed to take all steps necessary and proper to implement the salary schedule for all other employees not inconsistent therewith.

III. PROCEDURE

A. The Human Resources Department (HR) will ensure that the salary schedule meets the requirements above and is available at CalOptima Health's offices, immediately accessible for public review during normal business hours and posted on CalOptima Health's internal and external websites.

B. HR shall retain the salary schedule for not less than five (5) years.

C. HR shall review the salary schedule and provide recommendations to maintain the competitiveness of the salary schedule to market pay levels.

D. Any adjustments to the salary schedule will require the ~~Executive Director of HR~~Chief Human Resources Officer (CHRO) to make a recommendation to the CEO for approval, with the CEO taking the recommendation to the CalOptima Health Board of Directors for final approval. No changes to the salary schedule, or CEO compensation, shall be effective unless and until approved by the CalOptima Health Board of Directors.

IV. ATTACHMENT(S)

A. CalOptima Health- Annual Base Salary Schedule (Revised: ~~12/01/2022~~05/04/2023)

V. REFERENCE(S)

A. Title 2, California Code of Regulations, §570.5

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

VII. BOARD ACTION(S)

Date	Meeting
05/01/2014	Regular Meeting of the CalOptima Board of Directors
08/07/2014	Regular Meeting of the CalOptima Board of Directors
11/06/2014	Regular Meeting of the CalOptima Board of Directors
12/04/2014	Regular Meeting of the CalOptima Board of Directors
03/05/2015	Regular Meeting of the CalOptima Board of Directors
06/04/2015	Regular Meeting of the CalOptima Board of Directors
10/01/2015	Regular Meeting of the CalOptima Board of Directors
12/03/2015	Regular Meeting of the CalOptima Board of Directors
03/03/2016	Regular Meeting of the CalOptima Board of Directors

For 20230504 BOD Review Only

Date	Meeting
06/02/2016	Regular Meeting of the CalOptima Board of Directors
08/04/2016	Regular Meeting of the CalOptima Board of Directors
09/01/2016	Regular Meeting of the CalOptima Board of Directors
10/06/2016	Regular Meeting of the CalOptima Board of Directors
11/03/2016	Regular Meeting of the CalOptima Board of Directors
12/01/2016	Regular Meeting of the CalOptima Board of Directors
03/02/2017	Regular Meeting of the CalOptima Board of Directors
05/04/2017	Regular Meeting of the CalOptima Board of Directors
06/01/2017	Regular Meeting of the CalOptima Board of Directors
08/03/2017	Regular Meeting of the CalOptima Board of Directors
09/07/2017	Regular Meeting of the CalOptima Board of Directors
11/02/2017	Regular Meeting of the CalOptima Board of Directors
02/01/2018	Regular Meeting of the CalOptima Board of Directors
09/06/2018	Regular Meeting of the CalOptima Board of Directors
10/04/2018	Regular Meeting of the CalOptima Board of Directors
02/07/2019	Regular Meeting of the CalOptima Board of Directors
08/01/2019	Regular Meeting of the CalOptima Board of Directors
09/03/2020	Regular Meeting of the CalOptima Board of Directors
03/04/2021	Regular Meeting of the CalOptima Board of Directors
08/05/2021	Regular Meeting of the CalOptima Board of Directors
09/02/2021	Regular Meeting of the CalOptima Board of Directors
03/03/2022	Regular Meeting of the CalOptima Board of Directors
06/02/2022	Regular Meeting of the CalOptima Board of Directors
12/01/2022	Regular Meeting of the CalOptima Health Board of Directors
05/04/2023	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	05/01/2014	GA.8057	Compensation Program and Salary	Administrative
Revised	08/07/2014	GA.8057	Compensation Program and Salary	Administrative
Revised	11/06/2014	GA.8057	Compensation Program and Salary	Administrative
Revised	12/04/2014	GA.8057	Compensation Program and Salary	Administrative
Revised	03/05/2015	GA.8057	Compensation Program and Salary	Administrative
Revised	06/04/2015	GA.8058	Salary Schedule	Administrative
Revised	10/01/2015	GA.8058	Salary Schedule	Administrative
Revised	12/03/2015	GA.8058	Salary Schedule	Administrative
Revised	03/03/2016	GA.8058	Salary Schedule	Administrative
Revised	06/02/2016	GA.8058	Salary Schedule	Administrative
Revised	08/04/2016	GA.8058	Salary Schedule	Administrative
Revised	09/01/2016	GA.8058	Salary Schedule	Administrative
Revised	10/06/2016	GA.8058	Salary Schedule	Administrative
Revised	11/03/2016	GA.8058	Salary Schedule	Administrative
Revised	12/01/2016	GA.8058	Salary Schedule	Administrative

For 20220504 BOD Preview Only

Action	Date	Policy	Policy Title	Program(s)
Revised	03/02/2017	GA.8058	Salary Schedule	Administrative
Revised	05/04/2017	GA.8058	Salary Schedule	Administrative
Revised	06/01/2017	GA.8058	Salary Schedule	Administrative
Revised	08/03/2017	GA.8058	Salary Schedule	Administrative
Revised	09/07/2017	GA.8058	Salary Schedule	Administrative
Revised	11/02/2017	GA.8058	Salary Schedule	Administrative
Revised	02/01/2018	GA.8058	Salary Schedule	Administrative
Revised	09/06/2018	GA.8058	Salary Schedule	Administrative
Revised	10/04/2018	GA.8058	Salary Schedule	Administrative
Revised	02/07/2019	GA.8058	Salary Schedule	Administrative
Revised	08/01/2019	GA.8058	Salary Schedule	Administrative
Revised	09/03/2020	GA.8058	Salary Schedule	Administrative
Revised	03/04/2021	GA.8058	Salary Schedule	Administrative
Revised	08/05/2021	GA.8058	Salary Schedule	Administrative
Revised	09/02/2021	GA.8058	Salary Schedule	Administrative
Revised	03/03/2022	GA.8058	Salary Schedule	Administrative
Revised	06/02/2022	GA.8058	Salary Schedule	Administrative
Revised	12/01/2022	GA.8058	Salary Schedule	Administrative
Revised	05/04/2023	GA.8058	Salary Schedule	Administrative

1

For 20230504 BOD Review Only

IX. GLOSSARY

Not Applicable

For 20230504 BOD Review Only

Policy:	GA.8058
Title:	**Salary Schedule**
Department:	Human Resources
Section:	Not Applicable
CEO Approval:	*/s/*
Effective Date:	05/01/2014
Revised Date:	05/04/2023
Applicable to:	☐ Medi-Cal ☐ OneCare ☐ PACE ☒ Administrative

For 20230504 BOD Review Only

I. PURPOSE

A. This policy maintains a CalOptima Health Salary Schedule that lists all active job classifications including job title, salary grade, and salary ranges (minimum, midpoint, and maximum pay rate amounts).

B. This policy ensures the salary schedule is publicly available pursuant to the requirements of Title 2, California Code of Regulations (CCR) §570.5 so that employees who are members of the California Public Employees Retirement System (CalPERS) have their compensation considered qualified for pension calculation under CalPERS regulations.

II. POLICY

A. Pursuant to the requirements under Title 2, California Code of Regulations (CCR) §570.5, CalOptima Health has established the attached salary schedule for each CalOptima Health job position. In order for CalPERS member's pay rates to be credited by CalPERS, the Human Resources Department (HR) shall maintain a salary schedule that meets the following eight (8) separate criteria:

1. Approval and adoption by the governing body in accordance with requirements applicable to public meetings laws;

2. Identification of position titles for every employee position;

3. Listing of pay rate for each identified position, which may be stated as a single amount or as multiple amounts with a range;

4. Specifies the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;

5. Posted at the employer's office or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;

6. Indicates the effective date and date of any revisions;

7. Retained by the employer and available for public inspection for not less than five (5) years; and

8. Does not reference another document in lieu of disclosing the pay rate.

B. The Chief Executive Officer (CEO) is authorized and directed to take all steps necessary and proper to implement the salary schedule for all other employees not inconsistent therewith.

III. PROCEDURE

A. The Human Resources Department (HR) will ensure that the salary schedule meets the requirements above and is available at CalOptima Health's offices, immediately accessible for public review during normal business hours and posted on CalOptima Health's internal and external websites.

B. HR shall retain the salary schedule for not less than five (5) years.

C. HR shall review the salary schedule and provide recommendations to maintain the competitiveness of the salary schedule to market pay levels.

D. Any adjustments to the salary schedule will require the Chief Human Resources Officer (CHRO) to make a recommendation to the CEO for approval, with the CEO taking the recommendation to the CalOptima Health Board of Directors for final approval. No changes to the salary schedule, or CEO compensation, shall be effective unless and until approved by the CalOptima Health Board of Directors.

IV. ATTACHMENT(S)

A. CalOptima Health- Annual Base Salary Schedule (Revised: 05/04/2023)

V. REFERENCE(S)

A. Title 2, California Code of Regulations, §570.5

VI. REGULATORY AGENCY APPROVAL(S)

None to Date

VII. BOARD ACTION(S)

Date	Meeting
05/01/2014	Regular Meeting of the CalOptima Board of Directors
08/07/2014	Regular Meeting of the CalOptima Board of Directors
11/06/2014	Regular Meeting of the CalOptima Board of Directors
12/04/2014	Regular Meeting of the CalOptima Board of Directors
03/05/2015	Regular Meeting of the CalOptima Board of Directors
06/04/2015	Regular Meeting of the CalOptima Board of Directors
10/01/2015	Regular Meeting of the CalOptima Board of Directors
12/03/2015	Regular Meeting of the CalOptima Board of Directors
03/03/2016	Regular Meeting of the CalOptima Board of Directors
06/02/2016	Regular Meeting of the CalOptima Board of Directors
08/04/2016	Regular Meeting of the CalOptima Board of Directors

For 20230504 BOD Review Only

Date	Meeting
09/01/2016	Regular Meeting of the CalOptima Board of Directors
10/06/2016	Regular Meeting of the CalOptima Board of Directors
11/03/2016	Regular Meeting of the CalOptima Board of Directors
12/01/2016	Regular Meeting of the CalOptima Board of Directors
03/02/2017	Regular Meeting of the CalOptima Board of Directors
05/04/2017	Regular Meeting of the CalOptima Board of Directors
06/01/2017	Regular Meeting of the CalOptima Board of Directors
08/03/2017	Regular Meeting of the CalOptima Board of Directors
09/07/2017	Regular Meeting of the CalOptima Board of Directors
11/02/2017	Regular Meeting of the CalOptima Board of Directors
02/01/2018	Regular Meeting of the CalOptima Board of Directors
09/06/2018	Regular Meeting of the CalOptima Board of Directors
10/04/2018	Regular Meeting of the CalOptima Board of Directors
02/07/2019	Regular Meeting of the CalOptima Board of Directors
08/01/2019	Regular Meeting of the CalOptima Board of Directors
09/03/2020	Regular Meeting of the CalOptima Board of Directors
03/04/2021	Regular Meeting of the CalOptima Board of Directors
08/05/2021	Regular Meeting of the CalOptima Board of Directors
09/02/2021	Regular Meeting of the CalOptima Board of Directors
03/03/2022	Regular Meeting of the CalOptima Board of Directors
06/02/2022	Regular Meeting of the CalOptima Board of Directors
12/01/2022	Regular Meeting of the CalOptima Health Board of Directors
05/04/2023	Regular Meeting of the CalOptima Health Board of Directors

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	05/01/2014	GA.8057	Compensation Program and Salary	Administrative
Revised	08/07/2014	GA.8057	Compensation Program and Salary	Administrative
Revised	11/06/2014	GA.8057	Compensation Program and Salary	Administrative
Revised	12/04/2014	GA.8057	Compensation Program and Salary	Administrative
Revised	03/05/2015	GA.8057	Compensation Program and Salary	Administrative
Revised	06/04/2015	GA.8058	Salary Schedule	Administrative
Revised	10/01/2015	GA.8058	Salary Schedule	Administrative
Revised	12/03/2015	GA.8058	Salary Schedule	Administrative
Revised	03/03/2016	GA.8058	Salary Schedule	Administrative
Revised	06/02/2016	GA.8058	Salary Schedule	Administrative
Revised	08/04/2016	GA.8058	Salary Schedule	Administrative
Revised	09/01/2016	GA.8058	Salary Schedule	Administrative
Revised	10/06/2016	GA.8058	Salary Schedule	Administrative
Revised	11/03/2016	GA.8058	Salary Schedule	Administrative
Revised	12/01/2016	GA.8058	Salary Schedule	Administrative
Revised	03/02/2017	GA.8058	Salary Schedule	Administrative
Revised	05/04/2017	GA.8058	Salary Schedule	Administrative

For 2023-05-04 BOD Preview Only

Action	Date	Policy	Policy Title	Program(s)
Revised	06/01/2017	GA.8058	Salary Schedule	Administrative
Revised	08/03/2017	GA.8058	Salary Schedule	Administrative
Revised	09/07/2017	GA.8058	Salary Schedule	Administrative
Revised	11/02/2017	GA.8058	Salary Schedule	Administrative
Revised	02/01/2018	GA.8058	Salary Schedule	Administrative
Revised	09/06/2018	GA.8058	Salary Schedule	Administrative
Revised	10/04/2018	GA.8058	Salary Schedule	Administrative
Revised	02/07/2019	GA.8058	Salary Schedule	Administrative
Revised	08/01/2019	GA.8058	Salary Schedule	Administrative
Revised	09/03/2020	GA.8058	Salary Schedule	Administrative
Revised	03/04/2021	GA.8058	Salary Schedule	Administrative
Revised	08/05/2021	GA.8058	Salary Schedule	Administrative
Revised	09/02/2021	GA.8058	Salary Schedule	Administrative
Revised	03/03/2022	GA.8058	Salary Schedule	Administrative
Revised	06/02/2022	GA.8058	Salary Schedule	Administrative
Revised	12/01/2022	GA.8058	Salary Schedule	Administrative
Revised	05/04/2023	GA.8058	Salary Schedule	Administrative

1

For 20230504 BOD Review Only

IX. GLOSSARY

Not Applicable

For 20230504 BOD Review Only

CalOptima Health

Annual Base Salary Schedule - Revised: ~~December 1, 2022~~ May 4, 2023

To be implemented: ~~December 4, 2022~~ May 7, 2023

Job Title	Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Accountant I	H	39	$59,000		~~$71,850~~	$74,391	~~$84,700~~	$89,782	Increase pay grade maximum by 6% and recalculate midpoint.
Accountant II	J	634	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
Accountant III	K	68	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
Accountant IV	M	908	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Accounting Clerk	D	334	$44,000		~~$53,900~~	$55,814	~~$63,800~~	$67,628	Increase pay grade maximum by 6% and recalculate midpoint.
Accounting Clerk Sr	E	680	$48,000		~~$58,100~~	$60,146	~~$68,200~~	$72,292	Increase pay grade maximum by 6% and recalculate midpoint.
Activity Coordinator (PACE)	E	681	$48,000		~~$58,100~~	$60,146	~~$68,200~~	$72,292	Increase pay grade maximum by 6% and recalculate midpoint.
Actuarial Analyst	K	558	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
Actuarial Analyst Sr	L	559	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Actuary	O	357	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Actuary Principal	Q	882	$130,000		~~$166,200~~	$172,272	~~$202,400~~	$214,544	Increase pay grade maximum by 6% and recalculate midpoint.
Actuary Sr	P	883	$117,000		~~$149,250~~	$154,695	~~$181,500~~	$192,390	Increase pay grade maximum by 6% and recalculate midpoint.
Administrative Assistant	D	19	$44,000		~~$53,900~~	$55,814	~~$63,800~~	$67,628	Increase pay grade maximum by 6% and recalculate midpoint.
Administrative Fellow	J	902	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
Analyst	H	562	$59,000		~~$71,850~~	$74,391	~~$84,700~~	$89,782	Increase pay grade maximum by 6% and recalculate midpoint.
Analyst Int	I	563	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Analyst Sr	J	564	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
Applications Analyst	I	232	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Applications Analyst Int	J	233	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
Applications Analyst Sr	L	298	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Associate Director I	P	884	$117,000		~~$149,250~~	$154,695	~~$181,500~~	$192,390	Increase pay grade maximum by 6% and recalculate midpoint.
Associate Director II	Q	885	$130,000		~~$166,200~~	$172,272	~~$202,400~~	$214,544	Increase pay grade maximum by 6% and recalculate midpoint.
Associate Director III	R	886	$144,000		~~$184,200~~	$190,932	~~$224,400~~	$237,864	Increase pay grade maximum by 6% and recalculate midpoint.
Associate Director IV	S	887	$154,000		~~$204,600~~	$212,256	~~$255,200~~	$270,512	Increase pay grade maximum by 6% and recalculate midpoint.

CalOptima Health

Annual Base Salary Schedule - Revised: ~~December 1, 2022~~ May 4, 2023

To be implemented: ~~December 4, 2022~~ May 7, 2023

	Job Title	Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
	Auditor	I	565	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
	Auditor Sr	J	566	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
	Batch Automation Analyst	J	909	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
	Batch Automation Analyst Sr	K	910	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
	~~Behavioral Health Manager~~	~~M~~	~~383~~	~~$85,000~~		~~$109,050~~		~~$133,100~~		Remove title
	Biostatistics Manager	M	418	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
	Business Analyst	J	40	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
	Business Analyst Sr	L	611	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
	Business Systems Analyst Sr	K	69	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
	Buyer	G	29	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
	Buyer Int	I	49	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
	Buyer Sr	L	67	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
	Care Manager	K	657	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
	Care Transition Intervention Coach (RN)	L	417	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
	Certified Coder	H	399	$59,000		~~$71,850~~	$74,391	~~$84,700~~	$89,782	Increase pay grade maximum by 6% and recalculate midpoint.
	Certified Coding Specialist	H	639	$59,000		~~$71,850~~	$74,391	~~$84,700~~	$89,782	Increase pay grade maximum by 6% and recalculate midpoint.
	Certified Coding Specialist Sr	J	640	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
	Change Control Administrator	I	499	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
	Change Control Administrator Int	J	500	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
**	Chief Compliance Officer	W	888	$313,000		~~$414,450~~	~~$429,927~~ $414,450	~~$515,900~~	~~$546,854~~ $515,900	~~Increase pay grade maximum by 6% and recalculate midpoint.~~ Excludes executive level positions.
**	Chief Executive Officer	Z	138	$560,000		~~$700,750~~	~~$725,995~~ $700,750	~~$841,500~~	~~$891,990~~ $841,500	~~Increase pay grade maximum by 6% and recalculate midpoint.~~ Excludes executive level positions.
**	Chief Financial Officer	X	134	$368,000		~~$487,600~~	~~$505,816~~ $487,600	~~$607,200~~	~~$643,632~~ $607,200	~~Increase pay grade maximum by 6% and recalculate midpoint.~~ Excludes executive level positions.

Rev 5/4/23

Revised 05/04/2023

Back to Agenda

Back to Item

CalOptima Health

Annual Base Salary Schedule - Revised: ~~December 1, 2022~~ May 4, 2023

To be implemented: ~~December 4, 2022~~ May 7, 2023

Job Title	Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
** Chief Health Equity Officer	W	889	$313,000		~~$414,450~~	~~$429,927~~ $414,450	~~$515,900~~	~~$546,854~~ $515,900	~~Increase pay grade maximum by 6% and recalculate midpoint.~~ Excludes executive level positions.
** Chief Human Resources Officer	W	890	$313,000		~~$414,450~~	~~$429,927~~ $414,450	~~$515,900~~	~~$546,854~~ $515,900	~~Increase pay grade maximum by 6% and recalculate midpoint.~~ Excludes executive level positions.
** Chief Information Officer	W	131	$313,000		~~$414,450~~	~~$429,927~~ $414,450	~~$515,900~~	~~$546,854~~ $515,900	~~Increase pay grade maximum by 6% and recalculate midpoint.~~ Excludes executive level positions.
** Chief Medical Officer	X	137	$368,000		~~$487,600~~	~~$505,816~~ $487,600	~~$607,200~~	~~$643,632~~ $607,200	~~Increase pay grade maximum by 6% and recalculate midpoint.~~ Excludes executive level positions.
** Chief of Staff	U	692	$226,000		~~$298,900~~	~~$310,054~~ $298,900	~~$371,800~~	~~$394,108~~ $371,800	~~Increase pay grade maximum by 6% and recalculate midpoint.~~ Excludes executive level positions.
** Chief Operating Officer	Y	136	$433,000		~~$573,450~~	~~$594,867~~ $573,450	~~$713,900~~	~~$756,734~~ $713,900	~~Increase pay grade maximum by 6% and recalculate midpoint.~~ Excludes executive level positions.
** Chief Strategy Officer	W	911	$313,000		~~$414,450~~	~~$429,927~~ $414,450	~~$515,900~~	~~$546,854~~ $515,900	~~Increase pay grade maximum by 6% and recalculate midpoint.~~ Excludes executive level positions.
Claims - Lead	G	574	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
Claims Examiner	C	9	$43,281		~~$50,790~~	$52,540	~~$58,300~~	$61,798	Increase pay grade maximum by 6% and recalculate midpoint.
Claims Examiner - Lead	~~F~~ G	236	~~$51,000~~	$55,000	~~$62,350~~	$68,893	~~$73,700~~	$82,786	Regrade job; Increase pay grade maximum by 6% and recalculate midpoint.
Claims Examiner Sr	E	20	$48,000		~~$58,100~~	$60,146	~~$68,200~~	$72,292	Increase pay grade maximum by 6% and recalculate midpoint.
Claims QA Analyst	F	28	$51,000		~~$62,350~~	$64,561	~~$73,700~~	$78,122	Increase pay grade maximum by 6% and recalculate midpoint.
Claims QA Analyst Sr	G	540	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
Claims Recovery Specialist	F	283	$51,000		~~$62,350~~	$64,561	~~$73,700~~	$78,122	Increase pay grade maximum by 6% and recalculate midpoint.
Claims Resolution Specialist	F	262	$51,000		~~$62,350~~	$64,561	~~$73,700~~	$78,122	Increase pay grade maximum by 6% and recalculate midpoint.
Clerk of the Board	O	59	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Clinical Auditor	L	567	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Clinical Auditor Sr	M	568	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Clinical Documentation Specialist (RN)	M	641	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Clinical Pharmacist	P	297	$117,000		~~$149,250~~	$154,695	~~$181,500~~	$192,390	Increase pay grade maximum by 6% and recalculate midpoint.

Rev 5/4/23

CalOptima Health

Annual Base Salary Schedule - Revised: ~~December 1, 2022~~ May 4, 2023

To be implemented: ~~December 4, 2022~~ May 7, 2023

Job Title	Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Clinical Systems Administrator	K	607	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
Clinical Trainer	M	903	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Clinical Trainer (LVN)	L	904	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Clinician (Behavioral Health)	K	513	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
Clinician Sr (Behavioral Health)	L	TBD		$77,000		$102,047		$127,094	Add title
Cloud Engineer	O	912	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Cloud Engineer Sr	P	913	$117,000		~~$149,250~~	$154,695	~~$181,500~~	$192,390	Increase pay grade maximum by 6% and recalculate midpoint.
Communications Specialist	G	188	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
Communications Specialist - Lead	J	707	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
Communications Specialist Sr	H	708	$59,000		~~$71,850~~	$74,391	~~$84,700~~	$89,782	Increase pay grade maximum by 6% and recalculate midpoint.
Community Partner	~~G~~ H	575	~~$55,000~~	$59,000	~~$66,550~~	$74,391	~~$78,100~~	$89,782	Regrade job; Increase pay grade maximum by 6% and recalculate midpoint.
Community Partner Sr	~~H~~ I	612	~~$59,000~~	$61,000	~~$71,850~~	$80,055	~~$84,700~~	$99,110	Regrade job; Increase pay grade maximum by 6% and recalculate midpoint.
Community Relations Specialist	G	288	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
Community Relations Specialist Sr	I	646	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Compliance Claims Auditor	G	222	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
Compliance Claims Auditor Sr	H	279	$59,000		~~$71,850~~	$74,391	~~$84,700~~	$89,782	Increase pay grade maximum by 6% and recalculate midpoint.
Contract Administrator	L	385	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Contracts Manager	M	207	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Contracts Manager Sr	N	683	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Contracts Specialist	I	257	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Contracts Specialist Int	J	469	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
Contracts Specialist Sr	K	331	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
* Controller	T	464	$182,000		~~$240,600~~	$249,576	~~$299,200~~	$317,152	Increase pay grade maximum by 6% and recalculate midpoint.
Credentialing Coordinator	E	41	$48,000		~~$58,100~~	$60,146	~~$68,200~~	$72,292	Increase pay grade maximum by 6% and recalculate midpoint.

CalOptima Health

Annual Base Salary Schedule - Revised: ~~December 1, 2022~~ May 4, 2023

To be implemented: ~~December 4, 2022~~ May 7, 2023

Job Title	Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Credentialing Coordinator - Lead	F	510	$51,000		~~$62,350~~	$64,561	~~$73,700~~	$78,122	Increase pay grade maximum by 6% and recalculate midpoint.
Customer Service Coordinator	E	182	$48,000		~~$58,100~~	$60,146	~~$68,200~~	$72,292	Increase pay grade maximum by 6% and recalculate midpoint.
Customer Service Rep	C	5	$43,281		~~$50,790~~	$52,540	~~$58,300~~	$61,798	Increase pay grade maximum by 6% and recalculate midpoint.
Customer Service Rep - Lead	G	482	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
Customer Service Rep Sr	D	481	$44,000		~~$53,900~~	$55,814	~~$63,800~~	$67,628	Increase pay grade maximum by 6% and recalculate midpoint.
Cybersecurity Analyst	I	914	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Cybersecurity Engineer	O	915	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Cybersecurity Engineer Sr	Q	916	$130,000		~~$166,200~~	$172,272	~~$202,400~~	$214,544	Increase pay grade maximum by 6% and recalculate midpoint.
Cybersecurity Principal	S	917	$154,000		~~$204,600~~	$212,256	~~$255,200~~	$270,512	Increase pay grade maximum by 6% and recalculate midpoint.
Data Analyst	J	337	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
Data Analyst Int	K	341	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
Data Analyst Sr	L	342	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Data and Reporting Analyst - Lead	M	654	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Data Entry Tech	A	3	$41,600		~~$46,100~~	$47,618	~~$50,600~~	$53,636	Increase pay grade maximum by 6% and recalculate midpoint.
Data Warehouse Architect	N	363	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Data Warehouse Programmer/Analyst	N	364	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Data Warehouse Reporting Analyst	M	412	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Data Warehouse Reporting Analyst Sr	N	522	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Database Administrator	L	90	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Database Administrator Sr	N	179	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
** Deputy Chief Medical Officer	W	561	$313,000		~~$414,450~~	~~$429,927~~ $414,450	~~$515,900~~	~~$546,854~~ $515,900	~~Increase pay grade maximum by 6% and recalculate midpoint.~~ Excludes executive level positions.
Designer	K	387	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
Designer Sr	L	901	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.

Rev 5/4/23

CalOptima Health

Annual Base Salary Schedule - Revised: ~~December 1, 2022~~ May 4, 2023

To be implemented: ~~December 4, 2022~~ May 7, 2023

Job Title	Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
* Director I	Q	891	$130,000		~~$166,200~~	$172,272	~~$202,400~~	$214,544	Increase pay grade maximum by 6% and recalculate midpoint.
* Director II	R	892	$144,000		~~$184,200~~	$190,932	~~$224,400~~	$237,864	Increase pay grade maximum by 6% and recalculate midpoint.
* Director III	S	893	$154,000		~~$204,600~~	$212,256	~~$255,200~~	$270,512	Increase pay grade maximum by 6% and recalculate midpoint.
* Director IV	T	894	$182,000		~~$240,600~~	$249,576	~~$299,200~~	$317,152	Increase pay grade maximum by 6% and recalculate midpoint.
Enrollment Coordinator (PACE)	F	441	$51,000		~~$62,350~~	$64,561	~~$73,700~~	$78,122	Increase pay grade maximum by 6% and recalculate midpoint.
Enterprise Analytics Manager	O	582	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Executive Administrative Services Manager	J	661	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
Executive Assistant	G	339	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
Executive Assistant to CEO	I	261	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
** Executive Director	U	895	$226,000		~~$298,900~~	~~$310,054~~ $298,900	~~$371,800~~	~~$394,108~~ $371,800	~~Increase pay grade maximum by 6% and recalculate midpoint.~~ Excludes executive level positions.
Facilities & Support Services Coord - Lead	G	631	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
Facilities & Support Services Coordinator	E	10	$48,000		~~$58,100~~	$60,146	~~$68,200~~	$72,292	Increase pay grade maximum by 6% and recalculate midpoint.
Facilities & Support Services Coordinator Sr	F	511	$51,000		~~$62,350~~	$64,561	~~$73,700~~	$78,122	Increase pay grade maximum by 6% and recalculate midpoint.
Facilities Coordinator	E	438	$48,000		~~$58,100~~	$60,146	~~$68,200~~	$72,292	Increase pay grade maximum by 6% and recalculate midpoint.
Financial Analyst I	J	51	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
Financial Analyst II	L	84	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Financial Analyst III	M	905	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Financial Analyst IV	N	906	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Financial Reporting Analyst	I	475	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Grievance & Appeals Nurse Specialist	M	226	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Grievance Resolution Specialist	F	42	$51,000		~~$62,350~~	$64,561	~~$73,700~~	$78,122	Increase pay grade maximum by 6% and recalculate midpoint.
Grievance Resolution Specialist - Lead	I	590	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Grievance Resolution Specialist Sr	H	589	$59,000		~~$71,850~~	$74,391	~~$84,700~~	$89,782	Increase pay grade maximum by 6% and recalculate midpoint.

Rev 5/4/23

Revised 05/04/2023

Back to Agenda

Back to Item

CalOptima Health

Annual Base Salary Schedule - Revised: ~~December 1, 2022~~ May 4, 2023

To be implemented: ~~December 4, 2022~~ May 7, 2023

Job Title	Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Health Coach	K	556	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
Health Educator	H	47	$59,000		~~$71,850~~	$74,391	~~$84,700~~	$89,782	Increase pay grade maximum by 6% and recalculate midpoint.
Health Educator Sr	I	355	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Health Network Liaison Specialist (RN)	L	524	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Health Network Oversight Specialist	K	323	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
HEDIS Case Manager	M	443	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Human Resources Assistant	D	181	$44,000		~~$53,900~~	$55,814	~~$63,800~~	$67,628	Increase pay grade maximum by 6% and recalculate midpoint.
Human Resources Business Partner	M	584	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Human Resources Coordinator	F	316	$51,000		~~$62,350~~	$64,561	~~$73,700~~	$78,122	Increase pay grade maximum by 6% and recalculate midpoint.
Human Resources Representative	J	278	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
Human Resources Representative Sr	L	350	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Human Resources Specialist	G	505	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
Human Resources Specialist Sr	H	608	$59,000		~~$71,850~~	$74,391	~~$84,700~~	$89,782	Increase pay grade maximum by 6% and recalculate midpoint.
Information Technology Services Coordinator	E	365	$48,000		~~$58,100~~	$60,146	~~$68,200~~	$72,292	Increase pay grade maximum by 6% and recalculate midpoint.
Inpatient Quality Coding Auditor	I	642	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Intern	A	237	$41,600		~~$46,100~~	$47,618	~~$50,600~~	$53,636	Increase pay grade maximum by 6% and recalculate midpoint.
Investigator	I	TBD		$61,000		$80,055		$99,110	Add title
Investigator Sr	~~I~~ K	553	~~$61,000~~	$70,000	~~$77,250~~	$92,134	~~$93,500~~	$114,268	Regrade job; Increase pay grade maximum by 6% and recalculate midpoint.
ITS Administrator	L	63	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
ITS Administrator Sr	M	89	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
ITS Analyst	I	918	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
ITS Analyst Int	L	919	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
ITS Analyst Sr	N	920	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
ITS Architect II	O	921	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.

CalOptima Health

Annual Base Salary Schedule - Revised: ~~December 1, 2022~~ May 4, 2023

To be implemented: ~~December 4, 2022~~ May 7, 2023

Job Title	Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
ITS Architect III	P	922	$117,000		~~$149,250~~	$154,695	~~$181,500~~	$192,390	Increase pay grade maximum by 6% and recalculate midpoint.
ITS Architect IV	Q	923	$130,000		~~$166,200~~	$172,272	~~$202,400~~	$214,544	Increase pay grade maximum by 6% and recalculate midpoint.
ITS Developer Advisor	O	924	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
ITS Product Manager	N	925	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
ITS Product Manager Sr	O	926	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Kitchen Assistant	A	585	$41,600		~~$46,100~~	$47,618	~~$50,600~~	$53,636	Increase pay grade maximum by 6% and recalculate midpoint.
Licensed Clinical Social Worker	J	598	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
Litigation Support Specialist	K	588	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
LVN (PACE)	K	533	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
LVN Specialist	K	686	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
Mailroom Clerk	A	1	$41,600		~~$46,100~~	$47,618	~~$50,600~~	$53,636	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Accounting	O	98	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Actuary	R	453	$144,000		~~$184,200~~	$190,932	~~$224,400~~	$237,864	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Audit & Oversight	O	539	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Behavioral Health	O	633	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Business Integration	O	544	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Case Management	P	270	$117,000		~~$149,250~~	$154,695	~~$181,500~~	$192,390	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Claims	O	92	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Clinic Operations	~~N~~ O	551	~~$95,000~~	$105,000	~~$120,650~~	$139,367	~~$146,300~~	$173,734	Regrade job; Increase pay grade maximum by 6% and recalculate midpoint.
Manager Clinical Pharmacist	R	296	$144,000		~~$184,200~~	$190,932	~~$224,400~~	$237,864	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Coding Quality	N	382	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Communications	N	398	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Community Relations	N	384	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Contracting	O	329	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.

CalOptima Health

Annual Base Salary Schedule - Revised: ~~December 1, 2022~~ May 4, 2023

To be implemented: ~~December 4, 2022~~ May 7, 2023

Job Title	Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
~~Manager Creative Branding~~	~~M~~	~~430~~	~~$85,000~~		~~$109,050~~		~~$133,100~~		Remove title
Manager Cultural & Linguistic	M	349	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Customer Service	M	94	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Electronic Business	N	422	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Encounters	N	516	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Environmental Health & Safety	N	495	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Finance	O	148	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Financial Analysis	P	356	$117,000		~~$149,250~~	$154,695	~~$181,500~~	$192,390	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Government Affairs	N	437	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Grievance & Appeals	O	426	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Human Resources	O	526	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Information Technology Services	P	560	$117,000		~~$149,250~~	$154,695	~~$181,500~~	$192,390	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Long Term Support Services	~~O~~ P	200	~~$105,000~~	$117,000	~~$134,450~~	$154,695	~~$163,900~~	$192,390	Regrade job; Increase pay grade maximum by 6% and recalculate midpoint.
Manager Marketing & Enrollment (PACE)	N	414	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
~~Manager Marketing & Outreach~~	~~M~~	~~687~~	~~$85,000~~		~~$109,050~~		~~$133,100~~		Remove title
Manager Member Liaison Program	M	354	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Member Outreach & Education	M	616	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Manager MSSP	O	393	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Manager OneCare Clinical	P	359	$117,000		~~$149,250~~	$154,695	~~$181,500~~	$192,390	Increase pay grade maximum by 6% and recalculate midpoint.
Manager OneCare Customer Service	M	429	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Outreach & Enrollment	M	477	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Manager PACE Center	~~N~~ O	432	~~$95,000~~	$105,000	~~$120,650~~	$139,367	~~$146,300~~	$173,734	Regrade job; Increase pay grade maximum by 6% and recalculate midpoint.
Manager Population Health Management	N	674	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Process Excellence	O	622	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Program Implementation	N	488	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.

CalOptima Health

Annual Base Salary Schedule - Revised: ~~December 1, 2022~~ May 4, 2023

To be implemented: ~~December 4, 2022~~ May 7, 2023

Job Title	Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Manager Provider Data Management Services	M	653	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Provider Network	O	191	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Provider Relations	M	171	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Purchasing	O	275	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Manager QI Initiatives	M	433	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Quality Analytics	N	617	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Quality Improvement	N	104	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Regulatory Affairs and Compliance	O	626	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Reporting & Financial Compliance	O	572	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Strategic Development	O	603	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Manager Utilization Management	P	250	$117,000		~~$149,250~~	$154,695	~~$181,500~~	$192,390	Increase pay grade maximum by 6% and recalculate midpoint.
Marketing and Outreach Specialist	~~F~~ G	496	~~$51,000~~	$55,000	~~$62,350~~	$68,893	~~$73,700~~	$82,786	Regrade job; Increase pay grade maximum by 6% and recalculate midpoint.
Marketing and Outreach Specialist Sr	I	TBD		$61,000		$80,055		$99,110	Add title
Medical Assistant	C	535	$43,281		~~$50,790~~	$52,540	~~$58,300~~	$61,798	Increase pay grade maximum by 6% and recalculate midpoint.
Medical Authorization Asst	C	11	$43,281		~~$50,790~~	$52,540	~~$58,300~~	$61,798	Increase pay grade maximum by 6% and recalculate midpoint.
Medical Case Manager	L	72	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Medical Case Manager (LVN)	K	444	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
* Medical Director	V	306	$266,000		~~$351,900~~	$365,034	~~$437,800~~	$464,068	Increase pay grade maximum by 6% and recalculate midpoint.
Medical Records & Health Plan Assistant	B	548	$42,432		~~$48,716~~	$50,366	~~$55,000~~	$58,300	Increase pay grade maximum by 6% and recalculate midpoint.
Medical Records Clerk	B	523	$42,432		~~$48,716~~	$50,366	~~$55,000~~	$58,300	Increase pay grade maximum by 6% and recalculate midpoint.
Medical Services Case Manager	G	54	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
Member Liaison Specialist	D	353	$44,000		~~$53,900~~	$55,814	~~$63,800~~	$67,628	Increase pay grade maximum by 6% and recalculate midpoint.
Member Liaison Specialist Sr	E	TBD		$48,000		$60,146		$72,292	Add title
MMS Program Coordinator	G	360	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
Network Engineer	N	927	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.

CalOptima Health

Annual Base Salary Schedule - Revised: ~~December 1, 2022~~ May 4, 2023

To be implemented: ~~December 4, 2022~~ May 7, 2023

Job Title	Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Network Engineer Principal	Q	928	$130,000		~~$166,200~~	$172,272	~~$202,400~~	$214,544	Increase pay grade maximum by 6% and recalculate midpoint.
Network Engineer Sr	O	929	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Nurse Practitioner (PACE)	O	635	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Occupational Therapist	L	531	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Occupational Therapist Assistant	H	623	$59,000		~~$71,850~~	$74,391	~~$84,700~~	$89,782	Increase pay grade maximum by 6% and recalculate midpoint.
Office Clerk	A	335	$41,600		~~$46,100~~	$47,618	~~$50,600~~	$53,636	Increase pay grade maximum by 6% and recalculate midpoint.
OneCare Operations Manager	N	461	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
OneCare Partner - Sales	F	230	$51,000		~~$62,350~~	$64,561	~~$73,700~~	$78,122	Increase pay grade maximum by 6% and recalculate midpoint.
OneCare Partner - Sales (Lead)	G	537	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
OneCare Partner - Service	C	231	$43,281		~~$50,790~~	$52,540	~~$58,300~~	$61,798	Increase pay grade maximum by 6% and recalculate midpoint.
OneCare Partner (Inside Sales)	E	371	$48,000		~~$58,100~~	$60,146	~~$68,200~~	$72,292	Increase pay grade maximum by 6% and recalculate midpoint.
Outreach Specialist	C	218	$43,281		~~$50,790~~	$52,540	~~$58,300~~	$61,798	Increase pay grade maximum by 6% and recalculate midpoint.
Paralegal/Legal Secretary	I	376	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Payroll Specialist	E	554	$48,000		~~$58,100~~	$60,146	~~$68,200~~	$72,292	Increase pay grade maximum by 6% and recalculate midpoint.
Payroll Specialist Sr	G	688	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
Performance Analyst	I	538	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Personal Care Attendant	A	485	$41,600		~~$46,100~~	$47,618	~~$50,600~~	$53,636	Increase pay grade maximum by 6% and recalculate midpoint.
Personal Care Attendant - Lead	B	498	$42,432		~~$48,716~~	$50,366	~~$55,000~~	$58,300	Increase pay grade maximum by 6% and recalculate midpoint.
Personal Care Coordinator	C	525	$43,281		~~$50,790~~	$52,540	~~$58,300~~	$61,798	Increase pay grade maximum by 6% and recalculate midpoint.
Personal Care Coordinator Sr	D	689	$44,000		~~$53,900~~	$55,814	~~$63,800~~	$67,628	Increase pay grade maximum by 6% and recalculate midpoint.
Pharmacy Resident	G	379	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
Pharmacy Services Specialist	C	23	$43,281		~~$50,790~~	$52,540	~~$58,300~~	$61,798	Increase pay grade maximum by 6% and recalculate midpoint.
Pharmacy Services Specialist Int	D	35	$44,000		~~$53,900~~	$55,814	~~$63,800~~	$67,628	Increase pay grade maximum by 6% and recalculate midpoint.
Pharmacy Services Specialist Sr	E	507	$48,000		~~$58,100~~	$60,146	~~$68,200~~	$72,292	Increase pay grade maximum by 6% and recalculate midpoint.

CalOptima Health

Annual Base Salary Schedule - Revised: ~~December 1, 2022~~ May 4, 2023

To be implemented: ~~December 4, 2022~~ May 7, 2023

Job Title	Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Physical Therapist	L	530	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Physical Therapist Assistant	H	624	$59,000		~~$71,850~~	$74,391	~~$84,700~~	$89,782	Increase pay grade maximum by 6% and recalculate midpoint.
Policy Advisor Sr	M	580	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Principal Financial Analyst	O	907	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Privacy Manager	N	536	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Privacy Officer	O	648	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Process Excellence Manager I	H	930	$59,000		~~$71,850~~	$74,391	~~$84,700~~	$89,782	Increase pay grade maximum by 6% and recalculate midpoint.
Process Excellence Manager II	J	931	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
Process Excellence Manager III	M	932	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Process Excellence Manager IV	O	933	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Program Assistant	C	24	$43,281		~~$50,790~~	$52,540	~~$58,300~~	$61,798	Increase pay grade maximum by 6% and recalculate midpoint.
Program Coordinator	C	284	$43,281		~~$50,790~~	$52,540	~~$58,300~~	$61,798	Increase pay grade maximum by 6% and recalculate midpoint.
Program Development Analyst Sr	K	492	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
Program Manager	L	421	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Program Manager Sr	M	594	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Program Specialist	E	36	$48,000		~~$58,100~~	$60,146	~~$68,200~~	$72,292	Increase pay grade maximum by 6% and recalculate midpoint.
Program Specialist Int	G	61	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
Program Specialist Sr	I	508	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Program/Policy Analyst	I	56	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Program/Policy Analyst Sr	K	85	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
Programmer	K	43	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
Programmer Int	M	74	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Programmer Sr	N	80	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Project Manager I	I	934	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.

CalOptima Health

Annual Base Salary Schedule - Revised: ~~December 1, 2022~~ May 4, 2023

To be implemented: ~~December 4, 2022~~ May 7, 2023

Job Title	Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Project Manager II	L	935	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Project Manager III	O	936	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Project Manager IV	P	937	$117,000		~~$149,250~~	$154,695	~~$181,500~~	$192,390	Increase pay grade maximum by 6% and recalculate midpoint.
Project Specialist	E	291	$48,000		~~$58,100~~	$60,146	~~$68,200~~	$72,292	Increase pay grade maximum by 6% and recalculate midpoint.
Provider Data Management Services Coordinator	D	12	$44,000		~~$53,900~~	$55,814	~~$63,800~~	$67,628	Increase pay grade maximum by 6% and recalculate midpoint.
Provider Data Management Services Coordinator Sr	F	586	$51,000		~~$62,350~~	$64,561	~~$73,700~~	$78,122	Increase pay grade maximum by 6% and recalculate midpoint.
Provider Enrollment Manager	G	190	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
Provider Network Rep Sr	I	391	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Provider Network Specialist	H	44	$59,000		~~$71,850~~	$74,391	~~$84,700~~	$89,782	Increase pay grade maximum by 6% and recalculate midpoint.
Provider Network Specialist Sr	J	595	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
Provider Office Education Manager	I	300	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Provider Relations Rep	G	205	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
Provider Relations Rep Sr	I	285	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Publications Coordinator	G	293	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
QA Analyst	I	486	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
QA Analyst Sr	L	380	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
QA Test Automation Engineer	J	938	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
QA Test Automation Engineer Advisor	O	939	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
QA Test Automation Engineer Sr.	N	940	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
QI Nurse Specialist	M	82	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
QI Nurse Specialist (LVN)	L	445	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Quality Improvement Specialist	I	TBD		$61,000		$80,055		$99,110	Add title
Quality Improvement Specialist Sr	K	TBD		$70,000		$92,134		$114,268	Add title
Receptionist	B	140	$42,432		~~$48,716~~	$50,366	~~$55,000~~	$58,300	Increase pay grade maximum by 6% and recalculate midpoint.
Records Manager	Q	778	$130,000		~~$166,200~~	$172,272	~~$202,400~~	$214,544	Increase pay grade maximum by 6% and recalculate midpoint.

CalOptima Health

Annual Base Salary Schedule - Revised: ~~December 1, 2022~~ May 4, 2023

To be implemented: ~~December 4, 2022~~ May 7, 2023

Job Title	Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Recreational Therapist	H	487	$59,000		~~$71,850~~	$74,391	~~$84,700~~	$89,782	Increase pay grade maximum by 6% and recalculate midpoint.
Registered Dietitian	~~I~~ K	57	~~$61,000~~	$70,000	~~$77,250~~	$92,134	~~$93,500~~	$114,268	Regrade job; Increase pay grade maximum by 6% and recalculate midpoint.
Regulatory Affairs and Compliance - Lead	L	630	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Regulatory Affairs and Compliance Analyst	I	628	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Regulatory Affairs and Compliance Analyst Sr	K	629	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
RN (PACE)	M	480	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Security Analyst Int	M	534	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Security Analyst Sr	N	474	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Security Officer	B	311	$42,432		~~$48,716~~	$50,366	~~$55,000~~	$58,300	Increase pay grade maximum by 6% and recalculate midpoint.
Service Desk Technician	E	571	$48,000		~~$58,100~~	$60,146	~~$68,200~~	$72,292	Increase pay grade maximum by 6% and recalculate midpoint.
Service Desk Technician Sr	F	573	$51,000		~~$62,350~~	$64,561	~~$73,700~~	$78,122	Increase pay grade maximum by 6% and recalculate midpoint.
SharePoint Developer/Administrator Sr	N	397	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Social Worker	J	463	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
Social Worker Sr	K	690	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
Speech Therapist	L	941	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
* Sr Director	T	896	$182,000		~~$240,600~~	$249,576	~~$299,200~~	$317,152	Increase pay grade maximum by 6% and recalculate midpoint.
Sr Manager I	P	897	$117,000		~~$149,250~~	$154,695	~~$181,500~~	$192,390	Increase pay grade maximum by 6% and recalculate midpoint.
Sr Manager II	Q	898	$130,000		~~$166,200~~	$172,272	~~$202,400~~	$214,544	Increase pay grade maximum by 6% and recalculate midpoint.
Sr Manager III	R	899	$144,000		~~$184,200~~	$190,932	~~$224,400~~	$237,864	Increase pay grade maximum by 6% and recalculate midpoint.
Sr Manager IV	S	900	$154,000		~~$204,600~~	$212,256	~~$255,200~~	$270,512	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Accounting	N	434	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Audit and Oversight	M	618	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Behavioral Health	M	659	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Budgeting	N	466	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.

CalOptima Health

Annual Base Salary Schedule - Revised: ~~December 1, 2022~~ May 4, 2023

To be implemented: ~~December 4, 2022~~ May 7, 2023

Job Title	Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Supervisor Case Management	~~M~~ N	86	~~$85,000~~	$95,000	~~$109,050~~	$125,039	~~$133,100~~	$155,078	Regrade job; Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Claims	~~J~~ L	219	~~$65,000~~	$77,000	~~$82,550~~	$102,047	~~$100,100~~	$127,094	Regrade job; Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Coding Initiatives	M	502	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Credentialing	I	671	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Customer Service	I	34	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Data Entry	H	192	$59,000		~~$71,850~~	$74,391	~~$84,700~~	$89,782	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Day Center (PACE)	H	619	$59,000		~~$71,850~~	$74,391	~~$84,700~~	$89,782	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Dietary Services (PACE)	~~J~~ L	643	~~$65,000~~	$77,000	~~$82,550~~	$102,047	~~$100,100~~	$127,094	Regrade job; Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Encounters	I	253	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Facilities	J	162	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Finance	N	419	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Grievance and Appeals	L	620	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Information Technology Services	N	457	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Long Term Support Services	~~M~~ N	587	~~$85,000~~	$95,000	~~$109,050~~	$125,039	~~$133,100~~	$155,078	Regrade job; Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Medical Assistant	H	TBD		$59,000		$74,391		$89,782	Add title
Supervisor Member Outreach and Education	K	592	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor MSSP	M	348	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Nursing Services (PACE)	~~M~~ N	662	~~$85,000~~	$95,000	~~$109,050~~	$125,039	~~$133,100~~	$155,078	Regrade job; Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor OneCare Customer Service	I	408	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Payroll	M	517	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Pharmacist	Q	610	$130,000		~~$166,200~~	$172,272	~~$202,400~~	$214,544	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Population Health Management	M	673	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Provider Data Management Services	K	439	$70,000		~~$88,900~~	$92,134	~~$107,800~~	$114,268	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Provider Relations	L	652	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.

CalOptima Health

Annual Base Salary Schedule - Revised: ~~December 1, 2022~~ May 4, 2023

To be implemented: ~~December 4, 2022~~ May 7, 2023

Job Title	Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Supervisor Quality Analytics	M	609	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Quality Improvement	M	600	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Regulatory Affairs and Compliance	M	627	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Social Work (PACE)	~~J~~ L	636	~~$65,000~~	$77,000	~~$82,550~~	$102,047	~~$100,100~~	$127,094	Regrade job; Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Therapy Services (PACE)	M	645	$85,000		~~$109,050~~	$113,043	~~$133,100~~	$141,086	Increase pay grade maximum by 6% and recalculate midpoint.
Supervisor Utilization Management	~~M~~ N	637	~~$85,000~~	$95,000	~~$109,050~~	$125,039	~~$133,100~~	$155,078	Regrade job; Increase pay grade maximum by 6% and recalculate midpoint.
Systems Operations Analyst	F	32	$51,000		~~$62,350~~	$64,561	~~$73,700~~	$78,122	Increase pay grade maximum by 6% and recalculate midpoint.
Systems Operations Analyst Int	G	45	$55,000		~~$66,550~~	$68,893	~~$78,100~~	$82,786	Increase pay grade maximum by 6% and recalculate midpoint.
Technical Analyst Int	J	64	$65,000		~~$82,550~~	$85,553	~~$100,100~~	$106,106	Increase pay grade maximum by 6% and recalculate midpoint.
Technical Analyst Sr	L	75	$77,000		~~$98,450~~	$102,047	~~$119,900~~	$127,094	Increase pay grade maximum by 6% and recalculate midpoint.
Technical Support Specialist Sr	I	942	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Telephony Engineer	N	943	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.
Telephony Engineer Sr	O	944	$105,000		~~$134,450~~	$139,367	~~$163,900~~	$173,734	Increase pay grade maximum by 6% and recalculate midpoint.
Therapy Aide	E	521	$48,000		~~$58,100~~	$60,146	~~$68,200~~	$72,292	Increase pay grade maximum by 6% and recalculate midpoint.
Training Administrator	I	621	$61,000		~~$77,250~~	$80,055	~~$93,500~~	$99,110	Increase pay grade maximum by 6% and recalculate midpoint.
Training Program Coordinator	H	471	$59,000		~~$71,850~~	$74,391	~~$84,700~~	$89,782	Increase pay grade maximum by 6% and recalculate midpoint.
Translation Specialist	B	241	$42,432		~~$48,716~~	$50,366	~~$55,000~~	$58,300	Increase pay grade maximum by 6% and recalculate midpoint.
Web Architect	N	366	$95,000		~~$120,650~~	$125,039	~~$146,300~~	$155,078	Increase pay grade maximum by 6% and recalculate midpoint.

* These positions are identified for the purposes of CalOptima Health Policy GA. 8042: Supplemental Compensation as Director level and above positions for which eligible employees may qualify for Employer-Paid Member Contribution.

** These positions are identified for the purposes of CalOptima Health Policy GA. 8042: Supplemental Compensation as Director level and above positions for which eligible employees may qualify for Employer-Paid Member Contribution and are also Chief or Executive Director level positions.

CalOptima Health

Annual Base Salary Schedule - Revised: May 4, 2023
To be implemented: May 7, 2023

	Job Title	Pay Grade	Job Code	Min	Mid	Max
	Accountant I	H	39	$59,000	$74,391	$89,782
	Accountant II	J	634	$65,000	$85,553	$106,106
	Accountant III	K	68	$70,000	$92,134	$114,268
	Accountant IV	M	908	$85,000	$113,043	$141,086
	Accounting Clerk	D	334	$44,000	$55,814	$67,628
	Accounting Clerk Sr	E	680	$48,000	$60,146	$72,292
	Activity Coordinator (PACE)	E	681	$48,000	$60,146	$72,292
	Actuarial Analyst	K	558	$70,000	$92,134	$114,268
	Actuarial Analyst Sr	L	559	$77,000	$102,047	$127,094
	Actuary	O	357	$105,000	$139,367	$173,734
	Actuary Principal	Q	882	$130,000	$172,272	$214,544
	Actuary Sr	P	883	$117,000	$154,695	$192,390
	Administrative Assistant	D	19	$44,000	$55,814	$67,628
	Administrative Fellow	J	902	$65,000	$85,553	$106,106
	Analyst	H	562	$59,000	$74,391	$89,782
	Analyst Int	I	563	$61,000	$80,055	$99,110
	Analyst Sr	J	564	$65,000	$85,553	$106,106
	Applications Analyst	I	232	$61,000	$80,055	$99,110
	Applications Analyst Int	J	233	$65,000	$85,553	$106,106
	Applications Analyst Sr	L	298	$77,000	$102,047	$127,094
	Associate Director I	P	884	$117,000	$154,695	$192,390
	Associate Director II	Q	885	$130,000	$172,272	$214,544
	Associate Director III	R	886	$144,000	$190,932	$237,864
	Associate Director IV	S	887	$154,000	$212,256	$270,512
	Auditor	I	565	$61,000	$80,055	$99,110
	Auditor Sr	J	566	$65,000	$85,553	$106,106
	Batch Automation Analyst	J	909	$65,000	$85,553	$106,106
	Batch Automation Analyst Sr	K	910	$70,000	$92,134	$114,268
	Biostatistics Manager	M	418	$85,000	$113,043	$141,086
	Business Analyst	J	40	$65,000	$85,553	$106,106
	Business Analyst Sr	L	611	$77,000	$102,047	$127,094
	Business Systems Analyst Sr	K	69	$70,000	$92,134	$114,268
	Buyer	G	29	$55,000	$68,893	$82,786
	Buyer Int	I	49	$61,000	$80,055	$99,110
	Buyer Sr	L	67	$77,000	$102,047	$127,094
	Care Manager	K	657	$70,000	$92,134	$114,268
	Care Transition Intervention Coach (RN)	L	417	$77,000	$102,047	$127,094
	Certified Coder	H	399	$59,000	$74,391	$89,782
	Certified Coding Specialist	H	639	$59,000	$74,391	$89,782
	Certified Coding Specialist Sr	J	640	$65,000	$85,553	$106,106
	Change Control Administrator	I	499	$61,000	$80,055	$99,110
	Change Control Administrator Int	J	500	$65,000	$85,553	$106,106
**	Chief Compliance Officer	W	888	$313,000	~~$429,927~~ $414,450	~~$546,854~~ $515,900
**	Chief Executive Officer	Z	138	$560,000	~~$725,995~~ $700,750	~~$891,990~~ $841,500

CalOptima Health

Annual Base Salary Schedule - Revised: May 4, 2023

To be implemented: May 7, 2023

Job Title	Pay Grade	Job Code	Min	Mid	Max
** Chief Financial Officer	X	134	$368,000	~~$505,816~~ $487,600	~~$643,632~~ $607,200
** Chief Health Equity Officer	W	889	$313,000	~~$429,927~~ $414,450	~~$546,854~~ $515,900
** Chief Human Resources Officer	W	890	$313,000	~~$429,927~~ $414,450	~~$546,854~~ $515,900
** Chief Information Officer	W	131	$313,000	~~$429,927~~ $414,450	~~$546,854~~ $515,900
** Chief Medical Officer	X	137	$368,000	~~$505,816~~ $487,600	~~$643,632~~ $607,200
** Chief of Staff	U	692	$226,000	~~$310,054~~ $298,900	~~$394,108~~ $371,800
** Chief Operating Officer	Y	136	$433,000	~~$594,867~~ $573,450	~~$756,734~~ $713,900
** Chief Strategy Officer	W	911	$313,000	~~$429,927~~ $414,450	~~$546,854~~ $515,900
Claims - Lead	G	574	$55,000	$68,893	$82,786
Claims Examiner	C	9	$43,281	$52,540	$61,798
Claims Examiner - Lead	G	236	$55,000	$68,893	$82,786
Claims Examiner Sr	E	20	$48,000	$60,146	$72,292
Claims QA Analyst	F	28	$51,000	$64,561	$78,122
Claims QA Analyst Sr	G	540	$55,000	$68,893	$82,786
Claims Recovery Specialist	F	283	$51,000	$64,561	$78,122
Claims Resolution Specialist	F	262	$51,000	$64,561	$78,122
Clerk of the Board	O	59	$105,000	$139,367	$173,734
Clinical Auditor	L	567	$77,000	$102,047	$127,094
Clinical Auditor Sr	M	568	$85,000	$113,043	$141,086
Clinical Documentation Specialist (RN)	M	641	$85,000	$113,043	$141,086
Clinical Pharmacist	P	297	$117,000	$154,695	$192,390
Clinical Systems Administrator	K	607	$70,000	$92,134	$114,268
Clinical Trainer	M	903	$85,000	$113,043	$141,086
Clinical Trainer (LVN)	L	904	$77,000	$102,047	$127,094
Clinician (Behavioral Health)	K	513	$70,000	$92,134	$114,268
Clinician Sr (Behavioral Health)	L	TBD	$77,000	$102,047	$127,094
Cloud Engineer	O	912	$105,000	$139,367	$173,734
Cloud Engineer Sr	P	913	$117,000	$154,695	$192,390
Communications Specialist	G	188	$55,000	$68,893	$82,786
Communications Specialist - Lead	J	707	$65,000	$85,553	$106,106
Communications Specialist Sr	H	708	$59,000	$74,391	$89,782
Community Partner	H	575	$59,000	$74,391	$89,782
Community Partner Sr	I	612	$61,000	$80,055	$99,110
Community Relations Specialist	G	288	$55,000	$68,893	$82,786
Community Relations Specialist Sr	I	646	$61,000	$80,055	$99,110
Compliance Claims Auditor	G	222	$55,000	$68,893	$82,786
Compliance Claims Auditor Sr	H	279	$59,000	$74,391	$89,782
Contract Administrator	L	385	$77,000	$102,047	$127,094
Contracts Manager	M	207	$85,000	$113,043	$141,086
Contracts Manager Sr	N	683	$95,000	$125,039	$155,078
Contracts Specialist	I	257	$61,000	$80,055	$99,110

CalOptima Health

Annual Base Salary Schedule - Revised: May 4, 2023
To be implemented: May 7, 2023

	Job Title	Pay Grade	Job Code	Min	Mid	Max
	Contracts Specialist Int	J	469	$65,000	$85,553	$106,106
	Contracts Specialist Sr	K	331	$70,000	$92,134	$114,268
*	Controller	T	464	$182,000	$249,576	$317,152
	Credentialing Coordinator	E	41	$48,000	$60,146	$72,292
	Credentialing Coordinator - Lead	F	510	$51,000	$64,561	$78,122
	Customer Service Coordinator	E	182	$48,000	$60,146	$72,292
	Customer Service Rep	C	5	$43,281	$52,540	$61,798
	Customer Service Rep - Lead	G	482	$55,000	$68,893	$82,786
	Customer Service Rep Sr	D	481	$44,000	$55,814	$67,628
	Cybersecurity Analyst	I	914	$61,000	$80,055	$99,110
	Cybersecurity Engineer	O	915	$105,000	$139,367	$173,734
	Cybersecurity Engineer Sr	Q	916	$130,000	$172,272	$214,544
	Cybersecurity Principal	S	917	$154,000	$212,256	$270,512
	Data Analyst	J	337	$65,000	$85,553	$106,106
	Data Analyst Int	K	341	$70,000	$92,134	$114,268
	Data Analyst Sr	L	342	$77,000	$102,047	$127,094
	Data and Reporting Analyst - Lead	M	654	$85,000	$113,043	$141,086
	Data Entry Tech	A	3	$41,600	$47,618	$53,636
	Data Warehouse Architect	N	363	$95,000	$125,039	$155,078
	Data Warehouse Programmer/Analyst	N	364	$95,000	$125,039	$155,078
	Data Warehouse Reporting Analyst	M	412	$85,000	$113,043	$141,086
	Data Warehouse Reporting Analyst Sr	N	522	$95,000	$125,039	$155,078
	Database Administrator	L	90	$77,000	$102,047	$127,094
	Database Administrator Sr	N	179	$95,000	$125,039	$155,078
**	Deputy Chief Medical Officer	W	561	$313,000	~~$429,927~~ $414,450	~~$546,854~~ $515,900
	Designer	K	387	$70,000	$92,134	$114,268
	Designer Sr	L	901	$77,000	$102,047	$127,094
*	Director I	Q	891	$130,000	$172,272	$214,544
*	Director II	R	892	$144,000	$190,932	$237,864
*	Director III	S	893	$154,000	$212,256	$270,512
*	Director IV	T	894	$182,000	$249,576	$317,152
	Enrollment Coordinator (PACE)	F	441	$51,000	$64,561	$78,122
	Enterprise Analytics Manager	O	582	$105,000	$139,367	$173,734
	Executive Administrative Services Manager	J	661	$65,000	$85,553	$106,106
	Executive Assistant	G	339	$55,000	$68,893	$82,786
	Executive Assistant to CEO	I	261	$61,000	$80,055	$99,110
**	Executive Director	U	895	$226,000	~~$310,054~~ $298,900	~~$394,108~~ $371,800
	Facilities & Support Services Coord - Lead	G	631	$55,000	$68,893	$82,786
	Facilities & Support Services Coordinator	E	10	$48,000	$60,146	$72,292
	Facilities & Support Services Coordinator Sr	F	511	$51,000	$64,561	$78,122
	Facilities Coordinator	E	438	$48,000	$60,146	$72,292
	Financial Analyst I	J	51	$65,000	$85,553	$106,106
	Financial Analyst II	L	84	$77,000	$102,047	$127,094
	Financial Analyst III	M	905	$85,000	$113,043	$141,086

CalOptima Health

Annual Base Salary Schedule - Revised: May 4, 2023
To be implemented: May 7, 2023

Job Title	Pay Grade	Job Code	Min	Mid	Max
Financial Analyst IV	N	906	$95,000	$125,039	$155,078
Financial Reporting Analyst	I	475	$61,000	$80,055	$99,110
Grievance & Appeals Nurse Specialist	M	226	$85,000	$113,043	$141,086
Grievance Resolution Specialist	F	42	$51,000	$64,561	$78,122
Grievance Resolution Specialist - Lead	I	590	$61,000	$80,055	$99,110
Grievance Resolution Specialist Sr	H	589	$59,000	$74,391	$89,782
Health Coach	K	556	$70,000	$92,134	$114,268
Health Educator	H	47	$59,000	$74,391	$89,782
Health Educator Sr	I	355	$61,000	$80,055	$99,110
Health Network Liaison Specialist (RN)	L	524	$77,000	$102,047	$127,094
Health Network Oversight Specialist	K	323	$70,000	$92,134	$114,268
HEDIS Case Manager	M	443	$85,000	$113,043	$141,086
Human Resources Assistant	D	181	$44,000	$55,814	$67,628
Human Resources Business Partner	M	584	$85,000	$113,043	$141,086
Human Resources Coordinator	F	316	$51,000	$64,561	$78,122
Human Resources Representative	J	278	$65,000	$85,553	$106,106
Human Resources Representative Sr	L	350	$77,000	$102,047	$127,094
Human Resources Specialist	G	505	$55,000	$68,893	$82,786
Human Resources Specialist Sr	H	608	$59,000	$74,391	$89,782
Information Technology Services Coordinator	E	365	$48,000	$60,146	$72,292
Inpatient Quality Coding Auditor	I	642	$61,000	$80,055	$99,110
Intern	A	237	$41,600	$47,618	$53,636
Investigator	I	TBD	$61,000	$80,055	$99,110
Investigator Sr	K	553	$70,000	$92,134	$114,268
ITS Administrator	L	63	$77,000	$102,047	$127,094
ITS Administrator Sr	M	89	$85,000	$113,043	$141,086
ITS Analyst	I	918	$61,000	$80,055	$99,110
ITS Analyst Int	L	919	$77,000	$102,047	$127,094
ITS Analyst Sr	N	920	$95,000	$125,039	$155,078
ITS Architect II	O	921	$105,000	$139,367	$173,734
ITS Architect III	P	922	$117,000	$154,695	$192,390
ITS Architect IV	Q	923	$130,000	$172,272	$214,544
ITS Developer Advisor	O	924	$105,000	$139,367	$173,734
ITS Product Manager	N	925	$95,000	$125,039	$155,078
ITS Product Manager Sr	O	926	$105,000	$139,367	$173,734
Kitchen Assistant	A	585	$41,600	$47,618	$53,636
Licensed Clinical Social Worker	J	598	$65,000	$85,553	$106,106
Litigation Support Specialist	K	588	$70,000	$92,134	$114,268
LVN (PACE)	K	533	$70,000	$92,134	$114,268
LVN Specialist	K	686	$70,000	$92,134	$114,268
Mailroom Clerk	A	1	$41,600	$47,618	$53,636
Manager Accounting	O	98	$105,000	$139,367	$173,734
Manager Actuary	R	453	$144,000	$190,932	$237,864
Manager Audit & Oversight	O	539	$105,000	$139,367	$173,734
Manager Behavioral Health	O	633	$105,000	$139,367	$173,734

CalOptima Health

Annual Base Salary Schedule - Revised: May 4, 2023
To be implemented: May 7, 2023

Job Title	Pay Grade	Job Code	Min	Mid	Max
Manager Business Integration	O	544	$105,000	$139,367	$173,734
Manager Case Management	P	270	$117,000	$154,695	$192,390
Manager Claims	O	92	$105,000	$139,367	$173,734
Manager Clinic Operations	O	551	$105,000	$139,367	$173,734
Manager Clinical Pharmacist	R	296	$144,000	$190,932	$237,864
Manager Coding Quality	N	382	$95,000	$125,039	$155,078
Manager Communications	N	398	$95,000	$125,039	$155,078
Manager Community Relations	N	384	$95,000	$125,039	$155,078
Manager Contracting	O	329	$105,000	$139,367	$173,734
Manager Cultural & Linguistic	M	349	$85,000	$113,043	$141,086
Manager Customer Service	M	94	$85,000	$113,043	$141,086
Manager Electronic Business	N	422	$95,000	$125,039	$155,078
Manager Encounters	N	516	$95,000	$125,039	$155,078
Manager Environmental Health & Safety	N	495	$95,000	$125,039	$155,078
Manager Finance	O	148	$105,000	$139,367	$173,734
Manager Financial Analysis	P	356	$117,000	$154,695	$192,390
Manager Government Affairs	N	437	$95,000	$125,039	$155,078
Manager Grievance & Appeals	O	426	$105,000	$139,367	$173,734
Manager Human Resources	O	526	$105,000	$139,367	$173,734
Manager Information Technology Services	P	560	$117,000	$154,695	$192,390
Manager Long Term Support Services	P	200	$117,000	$154,695	$192,390
Manager Marketing & Enrollment (PACE)	N	414	$95,000	$125,039	$155,078
Manager Member Liaison Program	M	354	$85,000	$113,043	$141,086
Manager Member Outreach & Education	M	616	$85,000	$113,043	$141,086
Manager MSSP	O	393	$105,000	$139,367	$173,734
Manager OneCare Clinical	P	359	$117,000	$154,695	$192,390
Manager OneCare Customer Service	M	429	$85,000	$113,043	$141,086
Manager Outreach & Enrollment	M	477	$85,000	$113,043	$141,086
Manager PACE Center	O	432	$105,000	$139,367	$173,734
Manager Population Health Management	N	674	$95,000	$125,039	$155,078
Manager Process Excellence	O	622	$105,000	$139,367	$173,734
Manager Program Implementation	N	488	$95,000	$125,039	$155,078
Manager Provider Data Management Services	M	653	$85,000	$113,043	$141,086
Manager Provider Network	O	191	$105,000	$139,367	$173,734
Manager Provider Relations	M	171	$85,000	$113,043	$141,086
Manager Purchasing	O	275	$105,000	$139,367	$173,734
Manager QI Initiatives	M	433	$85,000	$113,043	$141,086
Manager Quality Analytics	N	617	$95,000	$125,039	$155,078
Manager Quality Improvement	N	104	$95,000	$125,039	$155,078
Manager Regulatory Affairs and Compliance	O	626	$105,000	$139,367	$173,734
Manager Reporting & Financial Compliance	O	572	$105,000	$139,367	$173,734
Manager Strategic Development	O	603	$105,000	$139,367	$173,734
Manager Utilization Management	P	250	$117,000	$154,695	$192,390
Marketing and Outreach Specialist	G	496	$55,000	$68,893	$82,786
Marketing and Outreach Specialist Sr	I	TBD	$61,000	$80,055	$99,110

CalOptima Health

Annual Base Salary Schedule - Revised: May 4, 2023
To be implemented: May 7, 2023

	Job Title	Pay Grade	Job Code	Min	Mid	Max
	Medical Assistant	C	535	$43,281	$52,540	$61,798
	Medical Authorization Asst	C	11	$43,281	$52,540	$61,798
	Medical Case Manager	L	72	$77,000	$102,047	$127,094
	Medical Case Manager (LVN)	K	444	$70,000	$92,134	$114,268
*	Medical Director	V	306	$266,000	$365,034	$464,068
	Medical Records & Health Plan Assistant	B	548	$42,432	$50,366	$58,300
	Medical Records Clerk	B	523	$42,432	$50,366	$58,300
	Medical Services Case Manager	G	54	$55,000	$68,893	$82,786
	Member Liaison Specialist	D	353	$44,000	$55,814	$67,628
	Member Liaison Specialist Sr	E	TBD	$48,000	$60,146	$72,292
	MMS Program Coordinator	G	360	$55,000	$68,893	$82,786
	Network Engineer	N	927	$95,000	$125,039	$155,078
	Network Engineer Principal	Q	928	$130,000	$172,272	$214,544
	Network Engineer Sr	O	929	$105,000	$139,367	$173,734
	Nurse Practitioner (PACE)	O	635	$105,000	$139,367	$173,734
	Occupational Therapist	L	531	$77,000	$102,047	$127,094
	Occupational Therapist Assistant	H	623	$59,000	$74,391	$89,782
	Office Clerk	A	335	$41,600	$47,618	$53,636
	OneCare Operations Manager	N	461	$95,000	$125,039	$155,078
	OneCare Partner - Sales	F	230	$51,000	$64,561	$78,122
	OneCare Partner - Sales (Lead)	G	537	$55,000	$68,893	$82,786
	OneCare Partner - Service	C	231	$43,281	$52,540	$61,798
	OneCare Partner (Inside Sales)	E	371	$48,000	$60,146	$72,292
	Outreach Specialist	C	218	$43,281	$52,540	$61,798
	Paralegal/Legal Secretary	I	376	$61,000	$80,055	$99,110
	Payroll Specialist	E	554	$48,000	$60,146	$72,292
	Payroll Specialist Sr	G	688	$55,000	$68,893	$82,786
	Performance Analyst	I	538	$61,000	$80,055	$99,110
	Personal Care Attendant	A	485	$41,600	$47,618	$53,636
	Personal Care Attendant - Lead	B	498	$42,432	$50,366	$58,300
	Personal Care Coordinator	C	525	$43,281	$52,540	$61,798
	Personal Care Coordinator Sr	D	689	$44,000	$55,814	$67,628
	Pharmacy Resident	G	379	$55,000	$68,893	$82,786
	Pharmacy Services Specialist	C	23	$43,281	$52,540	$61,798
	Pharmacy Services Specialist Int	D	35	$44,000	$55,814	$67,628
	Pharmacy Services Specialist Sr	E	507	$48,000	$60,146	$72,292
	Physical Therapist	L	530	$77,000	$102,047	$127,094
	Physical Therapist Assistant	H	624	$59,000	$74,391	$89,782
	Policy Advisor Sr	M	580	$85,000	$113,043	$141,086
	Principal Financial Analyst	O	907	$105,000	$139,367	$173,734
	Privacy Manager	N	536	$95,000	$125,039	$155,078
	Privacy Officer	O	648	$105,000	$139,367	$173,734
	Process Excellence Manager I	H	930	$59,000	$74,391	$89,782
	Process Excellence Manager II	J	931	$65,000	$85,553	$106,106
	Process Excellence Manager III	M	932	$85,000	$113,043	$141,086

CalOptima Health

Annual Base Salary Schedule - Revised: May 4, 2023
To be implemented: May 7, 2023

Job Title	Pay Grade	Job Code	Min	Mid	Max
Process Excellence Manager IV	O	933	$105,000	$139,367	$173,734
Program Assistant	C	24	$43,281	$52,540	$61,798
Program Coordinator	C	284	$43,281	$52,540	$61,798
Program Development Analyst Sr	K	492	$70,000	$92,134	$114,268
Program Manager	L	421	$77,000	$102,047	$127,094
Program Manager Sr	M	594	$85,000	$113,043	$141,086
Program Specialist	E	36	$48,000	$60,146	$72,292
Program Specialist Int	G	61	$55,000	$68,893	$82,786
Program Specialist Sr	I	508	$61,000	$80,055	$99,110
Program/Policy Analyst	I	56	$61,000	$80,055	$99,110
Program/Policy Analyst Sr	K	85	$70,000	$92,134	$114,268
Programmer	K	43	$70,000	$92,134	$114,268
Programmer Int	M	74	$85,000	$113,043	$141,086
Programmer Sr	N	80	$95,000	$125,039	$155,078
Project Manager I	I	934	$61,000	$80,055	$99,110
Project Manager II	L	935	$77,000	$102,047	$127,094
Project Manager III	O	936	$105,000	$139,367	$173,734
Project Manager IV	P	937	$117,000	$154,695	$192,390
Project Specialist	E	291	$48,000	$60,146	$72,292
Provider Data Management Services Coordinator	D	12	$44,000	$55,814	$67,628
Provider Data Management Services Coordinator Sr	F	586	$51,000	$64,561	$78,122
Provider Enrollment Manager	G	190	$55,000	$68,893	$82,786
Provider Network Rep Sr	I	391	$61,000	$80,055	$99,110
Provider Network Specialist	H	44	$59,000	$74,391	$89,782
Provider Network Specialist Sr	J	595	$65,000	$85,553	$106,106
Provider Office Education Manager	I	300	$61,000	$80,055	$99,110
Provider Relations Rep	G	205	$55,000	$68,893	$82,786
Provider Relations Rep Sr	I	285	$61,000	$80,055	$99,110
Publications Coordinator	G	293	$55,000	$68,893	$82,786
QA Analyst	I	486	$61,000	$80,055	$99,110
QA Analyst Sr	L	380	$77,000	$102,047	$127,094
QA Test Automation Engineer	J	938	$65,000	$85,553	$106,106
QA Test Automation Engineer Advisor	O	939	$105,000	$139,367	$173,734
QA Test Automation Engineer Sr.	N	940	$95,000	$125,039	$155,078
QI Nurse Specialist	M	82	$85,000	$113,043	$141,086
QI Nurse Specialist (LVN)	L	445	$77,000	$102,047	$127,094
Quality Improvement Specialist	I	TBD	$61,000	$80,055	$99,110
Quality Improvement Specialist Sr	K	TBD	$70,000	$92,134	$114,268
Receptionist	B	140	$42,432	$50,366	$58,300
Records Manager	Q	778	$130,000	$172,272	$214,544
Recreational Therapist	H	487	$59,000	$74,391	$89,782
Registered Dietitian	K	57	$70,000	$92,134	$114,268
Regulatory Affairs and Compliance - Lead	L	630	$77,000	$102,047	$127,094
Regulatory Affairs and Compliance Analyst	I	628	$61,000	$80,055	$99,110
Regulatory Affairs and Compliance Analyst Sr	K	629	$70,000	$92,134	$114,268

CalOptima Health

Annual Base Salary Schedule - Revised: May 4, 2023
To be implemented: May 7, 2023

	Job Title	Pay Grade	Job Code	Min	Mid	Max
	RN (PACE)	M	480	$85,000	$113,043	$141,086
	Security Analyst Int	M	534	$85,000	$113,043	$141,086
	Security Analyst Sr	N	474	$95,000	$125,039	$155,078
	Security Officer	B	311	$42,432	$50,366	$58,300
	Service Desk Technician	E	571	$48,000	$60,146	$72,292
	Service Desk Technician Sr	F	573	$51,000	$64,561	$78,122
	SharePoint Developer/Administrator Sr	N	397	$95,000	$125,039	$155,078
	Social Worker	J	463	$65,000	$85,553	$106,106
	Social Worker Sr	K	690	$70,000	$92,134	$114,268
	Speech Therapist	L	941	$77,000	$102,047	$127,094
*	Sr Director	T	896	$182,000	$249,576	$317,152
	Sr Manager I	P	897	$117,000	$154,695	$192,390
	Sr Manager II	Q	898	$130,000	$172,272	$214,544
	Sr Manager III	R	899	$144,000	$190,932	$237,864
	Sr Manager IV	S	900	$154,000	$212,256	$270,512
	Supervisor Accounting	N	434	$95,000	$125,039	$155,078
	Supervisor Audit and Oversight	M	618	$85,000	$113,043	$141,086
	Supervisor Behavioral Health	M	659	$85,000	$113,043	$141,086
	Supervisor Budgeting	N	466	$95,000	$125,039	$155,078
	Supervisor Case Management	N	86	$95,000	$125,039	$155,078
	Supervisor Claims	L	219	$77,000	$102,047	$127,094
	Supervisor Coding Initiatives	M	502	$85,000	$113,043	$141,086
	Supervisor Credentialing	I	671	$61,000	$80,055	$99,110
	Supervisor Customer Service	I	34	$61,000	$80,055	$99,110
	Supervisor Data Entry	H	192	$59,000	$74,391	$89,782
	Supervisor Day Center (PACE)	H	619	$59,000	$74,391	$89,782
	Supervisor Dietary Services (PACE)	L	643	$77,000	$102,047	$127,094
	Supervisor Encounters	I	253	$61,000	$80,055	$99,110
	Supervisor Facilities	J	162	$65,000	$85,553	$106,106
	Supervisor Finance	N	419	$95,000	$125,039	$155,078
	Supervisor Grievance and Appeals	L	620	$77,000	$102,047	$127,094
	Supervisor Information Technology Services	N	457	$95,000	$125,039	$155,078
	Supervisor Long Term Support Services	N	587	$95,000	$125,039	$155,078
	Supervisor Medical Assistant	H	TBD	$59,000	$74,391	$89,782
	Supervisor Member Outreach and Education	K	592	$70,000	$92,134	$114,268
	Supervisor MSSP	M	348	$85,000	$113,043	$141,086
	Supervisor Nursing Services (PACE)	N	662	$95,000	$125,039	$155,078
	Supervisor OneCare Customer Service	I	408	$61,000	$80,055	$99,110
	Supervisor Payroll	M	517	$85,000	$113,043	$141,086
	Supervisor Pharmacist	Q	610	$130,000	$172,272	$214,544
	Supervisor Population Health Management	M	673	$85,000	$113,043	$141,086
	Supervisor Provider Data Management Services	K	439	$70,000	$92,134	$114,268
	Supervisor Provider Relations	L	652	$77,000	$102,047	$127,094
	Supervisor Quality Analytics	M	609	$85,000	$113,043	$141,086
	Supervisor Quality Improvement	M	600	$85,000	$113,043	$141,086

CalOptima Health

Annual Base Salary Schedule - Revised: May 4, 2023
To be implemented: May 7, 2023

Job Title	Pay Grade	Job Code	Min	Mid	Max
Supervisor Regulatory Affairs and Compliance	M	627	$85,000	$113,043	$141,086
Supervisor Social Work (PACE)	L	636	$77,000	$102,047	$127,094
Supervisor Therapy Services (PACE)	M	645	$85,000	$113,043	$141,086
Supervisor Utilization Management	N	637	$95,000	$125,039	$155,078
Systems Operations Analyst	F	32	$51,000	$64,561	$78,122
Systems Operations Analyst Int	G	45	$55,000	$68,893	$82,786
Technical Analyst Int	J	64	$65,000	$85,553	$106,106
Technical Analyst Sr	L	75	$77,000	$102,047	$127,094
Technical Support Specialist Sr	I	942	$61,000	$80,055	$99,110
Telephony Engineer	N	943	$95,000	$125,039	$155,078
Telephony Engineer Sr	O	944	$105,000	$139,367	$173,734
Therapy Aide	E	521	$48,000	$60,146	$72,292
Training Administrator	I	621	$61,000	$80,055	$99,110
Training Program Coordinator	H	471	$59,000	$74,391	$89,782
Translation Specialist	B	241	$42,432	$50,366	$58,300
Web Architect	N	366	$95,000	$125,039	$155,078

* These positions are identified for the purposes of CalOptima Health Policy GA. 8042: Supplemental Compensation as Director level and above positions for which eligible employees may qualify for Employer-Paid Member Contribution.

** These positions are identified for the purposes of CalOptima Health Policy GA. 8042: Supplemental Compensation as Director level and above positions for which eligible employees may qualify for Employer-Paid Member Contribution and are also Chief or Executive Director level positions.

CalOptima Health Board Action Agenda Referral

Action To Be Taken May 4, 2023
Regular Meeting of the CalOptima Health Board of Directors

Report Item

19. Authorize a Letter of Support for 360 PACE to Offer a Program of All Inclusive Care for the Elderly in Orange County

Contacts

Yunkyung Kim, Chief Operating Officer, (714) 923-8834
Javier Sanchez, Executive Director of Medicare Operations, (657) 235-6851

Recommended Action

Authorize the Chief Executive Officer to provide 360 PACE with a letter of support to operate a Program of All Inclusive Care for the Elderly (PACE) program in select zip codes in Orange County, independent of CalOptima Health.

Background

PACE is a comprehensive health care program that CalOptima Health provides for frail seniors in Orange County. The PACE model is a person-centered, community-based alternative to nursing home care. PACE supports elders and their families by providing preventive and primary care and coordinating behavioral health and acute care, as well as long-term services and supports. The intensive care coordination helps individuals with complex chronic care needs to continue living in the community as long as possible. CalOptima opened Orange County's first PACE center in October 2013, and the program has grown to nearly 450 participants.

Historically, in a County Organized Health System (COHS) county such as Orange County, the only entity that could operate a PACE program was the designated Medi-Cal managed care plan. On October 27, 2017, August 17, 2018, and April 14, 2023, the Department of Health Care Services (DHCS) issued PACE policy letters regarding the PACE application process, including guidance on operation of an independent PACE Organization (PO) in a COHS county. The guidance provides that DHCS will only consider an application from an independent PO in a COHS county if its application to DHCS includes a letter of support from the COHS Medi-Cal managed care plan. The letter of support must include a statement from the COHS that the COHS supports the establishment of the independent PO in the county and verification of the COHS' concurrence with the applicant's proposed service area. COHS plans, including CalOptima, are under no obligation to provide such letters of support.

On September 6, 2018, the CalOptima Health Board of Directors (Board) approved a process by which CalOptima Health considered a request for a letter of support from an independent PO. Elements for consideration include, but are not limited to:

1. Application timeline.
2. Geographic ZIP code designation.
3. Threshold criteria (50% weight) consisting of:
    a. PACE operating experience;
    b. Financial soundness;
    c. Quality performance/metrics; and

Back to Agenda

   d. Demographic competence.
4. Primary criteria (50% weight) of potential impact on CalOptima Health's PACE program and other POs operating in Orange County.

Discussion

CalOptima Health received a request from 360 PACE, a subsidiary of 360 Health, for a letter of support to apply for a PACE program in select ZIP codes in Orange County. 360 PACE submitted a business plan with all requested information. Based on the information provided, staff recommends the Board approve a letter of support for 360 PACE to submit with its application to DHCS.

1. Application timeline:
   CalOptima Health did not solicit applications from other POs. 360 PACE's request was unsolicited.

2. Geographic ZIP code designation:
   360 PACE proposes to offer PACE services in the following 18 ZIP codes:

90680 Stanton	92704 Santa Ana	92805 Anaheim
92647 Huntington Beach	92706 Santa Ana	92840 Garden Grove
92655 Midway City	92708 Fountain Valley	92841 Garden Grove
92683 Westminster	92801 Anaheim	92843 Garden Grove
92701 Santa Ana	92802 Anaheim	92844 Garden Grove
92703 Santa Ana	92804 Anaheim	92868 Orange

3. Threshold criteria:
   While 360 PACE does not have experience in operating a PACE program, its materials demonstrate experience with Medicare programs. The materials include a complete set of PACE operational policies and procedures, a financial feasibility analysis and pro formas, a compliance plan to meet PACE regulatory requirements, and a strong market understanding, including cultural awareness and local support.

4. Impact on CalOptima Health PACE and other PACE programs in Orange County:
   360 PACE's proposed 18 ZIP codes overlap with CalOptima Health's PACE program target area. Nine of these ZIP codes overlap with AltaMed PACE, and 8 overlap with Innovative Integrated Health PACE. 360 PACE estimates that there are between 4,700 and 8,000 PACE eligible individuals in this service area, which exceeds the capacity of the existing PACE programs. 360 PACE proposes to complement existing PACE programs by specifically targeting Vietnamese speaking elders.

Fiscal Impact

The fiscal impact is unknown at this time. The addition of 360 PACE operating in the select zip codes in the long-term will likely have an effect on enrollment, revenue and income of CalOptima Health's PACE Center, which staff will monitor.

Back to Agenda

Rationale for Recommendation

Approval of a letter of support for 360 PACE will allow 360 PACE to apply for PACE services in select ZIP codes in Orange County, thereby increasing the availability and capacity of PACE as an option for frail elderly in Orange County.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

/s/ Michael Hunn *04/26/2023*

Authorized Signature **Date**

Back to Agenda

Regular Meeting of the
CalOptima Health Board of Directors
May 4, 2023

REPORT/DISCUSSION ITEMS

20. Authorize the Chief Executive Officer (CEO) to Submit OneCare Bid for Calendar Year 2024 and Execute Contracts with the Centers for Medicare & Medicaid Services and the California Department of Health Care Services; Authorize the CEO to Amend/Execute OneCare Health Network Contracts and Take Other Actions as Necessary to Implement ***(to Follow Closed Session)***

Back to Agenda

Board of Directors Meeting
May 4, 2023

Special Joint Meeting of the Member Advisory Committee and the Provider Advisory Committee

Report to the Board

The Member Advisory Committee (MAC), and the Provider Advisory Committee (PAC) held a special joint meeting on April 13, 2023, to discuss topics of mutual interest. This meeting was the first in-person meeting since the COVID-19 pandemic began in 2020.

The Committees' reviewed and approved a schedule change for their June 8, 2023, meeting and also approved their FY 2023-2024 joint meeting schedule. The Committees' agreed to change the starting time of their meetings to 12:00 Noon and will meet on the second Thursday bi-monthly. The MAC welcomed new member Josefina Diaz as the OneCare Member/Family Member.

Michael Hunn, Chief Executive Officer, welcomed the Committees to their first in-person meeting since March of 2020. He noted that CalOptima Health had approximately 976,000 members and that CalOptima Health was still enrolling at about 6,000 members a month indicating that many members were still falling below the federal poverty level. Mr. Hunn noted that talks continued with key stakeholders to help get the word out to members about what to expect during the redetermination effort.

Yunkyung Kim, Chief Operating Officer, provided a follow-up on Brown Act options that were discussed at the February 2023 meeting. She noted that at this time there were no options for removing the MAC and the PAC from the Brown Act. She shared her gratitude for the Committees' feedback. Ms. Kim also provided additional details on the redetermination process.

Richard Pitts, D.O., Ph.D., Chief Medical Officer, provided updates on skilled nursing, cancer and transplants. Dr. Pitts reviewed how there was a shortage of skilled nursing beds and the plans to assist with opening up beds for members. Dr. Pitts also provided updates on the cancer initiatives and the various organizations that are working with CalOptima Health on their transplant initiatives.

Linda Lee, Executive Director, Quality Improvement, presented on the Pay for Value (P4V) program. Ms. Lee reviewed the scoring methodology for CalOptima Health that became effective on January 1, 2023, and reviewed the measures with the Committees.

The members of the MAC and PAC appreciate the opportunity to update the Board on their current activities.