

Delegation Reporting and Compliance Plan

Template A: Delegation Function Matrix

Contractor Name: CenCal Health

Applicable Counties: Santa Barbara and San Luis Obispo

Compliance Officer: Karen S. Kim, JD, MPH

Compliance Contact Information: co@cencalhealth.org

Table A1: Delegation Function Matrix—For Subcontractors

Sub-contractor Name	Type of Sub-contractor	Delegated Function(s)	Address	Contact Info	Percentage of Total Members	Proportion of Total Capitated Rate
Care to Care	Partially Delegated Subcontractor	Utilization Management	13034 Ballantyne, Corporate Place Charlotte, NC 28277	Tyrone Bradley, Account Manager; (212) 747-1000	0%	0%
Ventura Transit System, Inc.	Partially Delegated Subcontractor	Claims	280 Skyway Dr, Camarillo, CA 93010	David Becerra, General Manager; (855) 659-4600	0%	5%
ChildNet	Partially Delegated Subcontractor	Credentialing	9300 Valley Children's Place, M/S PCX 302, Madera, CA 93636	Paulette Norris, Manager Medical Staff Services; (559) 353-5685	0%	0%
CHLA Medical Group	Partially Delegated Subcontractor	Credentialing	4650 W. Sunset Blvd, MS #52 Los Angeles, CA 90027	Gayane Abgaryan, Lead Credentials Coordinator; (323) 361-6016	0%	0%
Sansum Clinic	Partially Delegated Subcontractor	Credentialing	470 South Patterson Ave., Santa Barbara, CA 93111	Cynthia Moxley, RHIA, Quality Management, Quality Specialist; (805) 681-1722	0%	0%
UCLA Medical Group	Partially Delegated Subcontractor	Credentialing	15767 West Century Blvd #400 Los Angeles, CA 90045	LaShawn Freeman, Manager Quality and Credentialing; (310)-302-1315	0%	0%
Carenet Healthcare Services	Partially Delegated Subcontractor	24-7 Nurse Advice Line	11845 Interstate 10 W. San Antonio, TX. 78230	Sherry McCance, Account Manager; (904) 982-4847	0%	0%

Table A2: Delegation Function Matrix—For Downstream Subcontractors

Downstream Subcontractor Name	Type	Delegated Function(s)	Address	Contact Info	Percentage of Total Members	Proportion of Total Capitated Rate
(1)	(2)	(3)	(4)	(5)	(6)	(7)
N/A						

Template B: Delegation Justification and Plan

Instructions: Complete this template for each Subcontractor or Downstream Subcontractor. Contractor may not delegate for those contractual duties and obligations where delegation is legally or contractually prohibited. Responses must be limited to no more than ten (10) pages.

Subcontractor or Downstream Subcontractor Name: Care to Care

Applicable County(ies): Santa Barbara County, San Luis Obispo County

Subcontractor or Downstream Key Personnel: Barbara Kelman (CEO & President)

Subcontractor Key Personnel Contact Information: (212) 747-1000; 13034 Ballantyne, Corporate Place, Charlotte, NC 28277

Type of Subcontractor or Downstream Subcontractor: Partially Delegated

- a. Justification of Subcontractor or Downstream Subcontractor Agreement:** Describe the purpose and the justification of the Subcontractor or Downstream Subcontractor Agreement.

Care to Care is partially delegated Utilization Benefit Management for Radiological Services. Care to Care provides Utilization Management services for high tech imaging studies in the form of prior authorization to ensure that studies ordered by physicians serving the Plan's Members is in accordance with evidence-based guidelines, the Plan's policies and State and Federal regulations.

- b. Pre-Existing Relationships:** Describe any pre-existing relationship, including any affiliation, parent entity, or prior existing contract between Contractor and Subcontractor, or Subcontractor and Downstream Subcontractor including the duration of such pre-existing relationship.

Care to Care was contracted with the Plan and delegated Utilization Management on June 1, 2015. No prior relationship, affiliation, parent entity, or downstream subcontractor relations apply.

- c. Sub-Delegation:** Indicate if Subcontractor or Downstream Subcontractor is permitted to sub-delegate any functions. If so, describe how Contractor will maintain oversight over delegated functions to Subcontractors and Downstream Subcontractors. Provide citations to provisions in the Subcontractor and Downstream Subcontractor Agreement to support Contractor's assertions.

Subcontractors are permitted to sub-delegate functions with Plan's prior written consent as well as prior written approval from DHCS (Delegation Agreement Section 3.b; Attachment A-1 to Delegation Agreement, Section 3).

Plan will maintain oversight over delegated functions to Subcontractors by:

1. Requiring Subcontractors to submit reports and reviewing such submitted reports (Delegation Agreement Section 3.c, Section 4.g); and
2. Conducting audits on no less than an annual basis (Delegation Agreement Section 3.d, Section 4.a, Section 4.d).

Plan will maintain oversight over delegated functions to Downstream Subcontractors by requiring the Subcontractor to (i) ensure that the Downstream Subcontractor complies with all responsibilities applicable to the delegated activities, and (ii) remain responsible for all functions delegated to the Downstream Subcontractor (Delegation Agreement Section 3.b). In accordance with CenCal Health's Medi-Cal Agreement with DHCS and with CenCal Health's policies and procedures, the Subcontractor is also required to audit Downstream Subcontractors and provide CenCal Health with audit results.

- d. Impact on Contractor:** Describe the impact and benefit, if any, the Subcontractor or Downstream Subcontractor Agreement will have on Contractor's operations, administrative capacity, and financial viability.

The Plan is contracted with Care to Care to provide Utilization Management services for high tech imaging studies in the form of prior authorization to ensure that studies ordered by physicians serving the Plan's Members is in accordance with evidence-based guidelines, the Plan's policies and State and Federal regulations. The agreement with Care to Care includes timely decision making to approve, modify, defer, or deny services, sending letters and forms, documents activities in compliance with NCQA (National Committee for Quality Assurance) accreditation and provides regular reporting. Care to Care's Chief Medical Officer provides oversight of delegated functions and administers and ensures adherence of their evidence-based guidelines for the proper use of medical imaging. The Plan monitors the Care to Care inter-rater reliability standards to ensure consistency with care decisions. Care to Care is partially delegated and their financial viability is a low risk to the Plan since they are not delegated for claims processing.

- e. Contractor's Administrative Capacity to Oversee and Monitor Subcontractor and Downstream Subcontractor:** Describe Contractor's administrative capacity to oversee and monitor Subcontractor and Downstream Subcontractor as applicable.

The Plan has a dedicated team of staff that conduct oversight of Care to Care. The team reviews performance metrics aligned with service level agreements. A performance Audit of Care of Care is completed annually, and the Plan also participates in Joint Operations Committee meetings quarterly. Regular performance metrics and reports are submitted along with frequent collaboration and communication between the Plan and Care to Care. Any findings are reported through the Delegation Oversight Committee and action is taken as needed up to and including issuance and monitoring of Corrective Actions Plans (CAPs). Care to Care does not sub-delegate.

f. Subcontractor's and Downstream Administrative Capacity: Describe Subcontractor's and Downstream administrative capacity to perform each delegated function, including but not limited to Subcontractor's and Downstream capacity to perform quality monitoring and community engagement, if applicable.

Care to Care is partially delegated for Utilization Management services for high tech imaging studies in the form of prior authorization to ensure that studies ordered by physicians serving the Plan's Members is in accordance with evidence-based guidelines, the Plan's policies and State and Federal regulations. Care to Care provides the Plan various reports in monthly, quarterly and annual basis which include timeliness of UM decisions, rater to standard reliability testing results, and Utilization Management Program documents. The Plan conducts an annual audit of Care to Care, review of performance during Joint Operations Committee meetings at a regular cadence, along with regular status meetings and correspondence between the Plan and Care to Care. Care to Care does not sub-delegate.

g. Subcontractor's and Downstream Subcontractors' Compliance with Applicable Contractual Provisions: Detail how the Subcontractor Agreement and Downstream Subcontractor Agreement complies with, and ensures compliance, with all provisions of the Contract applicable to the delegated functions, including appropriate citations to the provisions in the Subcontractor Agreement and Downstream Subcontractors' Agreement. Please complete Template C Contract Requirements Grid in Exhibit J to indicate which provisions are included in the Subcontractors Agreements and Downstream Subcontractors Agreements, as applicable for each Agreement.

Attachment A-1 of the Delegation Agreement sets forth all requirements relating to Subcontractors. Specific requirements relating to the delegated activity are set forth in Attachment B-1.

h. Contractor's Oversight Policy and Procedures: Describe how Contractor will inform Subcontractor and Downstream Subcontractors of Contractor's oversight policies and procedures.

The Plan informs Subcontractors and Downstream Subcontractors of its oversight policy and procedures through multiple methods, including:

1. Annual Audits
2. JOC/JOM (Quarterly)
3. Ad Hoc updates when changes occur

i. Financial Arrangement: Contractor must include description of any financial arrangements it has with Subcontractor and Downstream Subcontractor.

Care to Care is partially delegated and their financial viability is a low risk to the Plan since they are not delegated for claims processing. The Plan has a financial arrangement with the subcontractor Care to Care, to be paid at a capitated Per Member Per Month (PMPM) rate on a monthly basis. Care to Care does not sub-delegate.

j. Other Information: Include any other information that would assist DHCS in its review of Contractor's delegated structure.

No additional information

k. Previously Approved Documents: (Applicable to annual submissions only) If Contractor has previously submitted documentation to DHCS in connection with the Subcontractor Agreement or Downstream Subcontractor Agreement, either through the Request for Proposal (RFP) process or during the term of this Contract, Contractor must provide any such documentation.

Not applicable

Template B: Delegation Justification and Plan

Instructions: Complete this template for each Subcontractor or Downstream Subcontractor. Contractor may not delegate for those contractual duties and obligations where delegation is legally or contractually prohibited. Responses must be limited to no more than ten (10) pages.

Subcontractor or Downstream Subcontractor Name: Ventura Transit Systems, Inc. (VTS)

Applicable County(ies): Santa Barbara County, San Luis Obispo County

Subcontractor or Downstream Key Personnel: Bobby Babaeian, CEO

Subcontractor Key Personnel Contact Information: (805) 383-5544; 280 Skyway Dr, Camarillo, CA 93010

Type of Subcontractor or Downstream Subcontractor: Partially Delegated

- a. Justification of Subcontractor or Downstream Subcontractor Agreement:** Describe the purpose and the justification of the Subcontractor or Downstream Subcontractor Agreement.

Ventura Transit Systems, Inc. is a partially delegated Transportation Broker providing NMT (Non-Medical Transportation) and NEMT (Non-Emergency Medical Transport) services. The Plan contracts with Ventura Transit Systems., Inc as they have the infrastructure, systems, experience and processes necessary to administer the Medi-Cal Transportation benefit and support claims processing.

- b. Pre-Existing Relationships:** Describe any pre-existing relationship, including any affiliation, parent entity, or prior existing contract between Contractor and Subcontractor, or Subcontractor and Downstream Subcontractor including the duration of such pre-existing relationship.

Ventura Transit Systems, Inc. was contracted with the Plan and delegated claims in December 2017. No prior relationship, affiliation, parent entity or downstream subcontractor relations apply.

- c. Sub-Delegation:** Indicate if Subcontractor or Downstream Subcontractor is permitted to sub-delegate any functions. If so, describe how Contractor will maintain oversight over delegated functions to Subcontractors and Downstream Subcontractors. Provide citations to provisions in the Subcontractor and Downstream Subcontractor Agreement to support Contractor's assertions.

Subcontractors are permitted to sub-delegate functions with Plan's prior written consent as well as prior written approval from DHCS (Delegation Agreement Section 3.b; Attachment A-1 to Delegation Agreement, Section 3).

Plan will maintain oversight over delegated functions to Subcontractors by:

1. Requiring Subcontractors to submit reports and reviewing such submitted reports (Delegation Agreement Section 3.c, Section 4.g); and
2. Conducting audits on no less than an annual basis (Delegation Agreement Section 3.d, Section 4.a, Section 4.d).

Plan will maintain oversight over delegated functions to Downstream Subcontractors by requiring the Subcontractor to (i) ensure that the Downstream Subcontractor complies with all responsibilities applicable to the delegated activities, and (ii) remain responsible for all functions delegated to another entity (Delegation Agreement Section 3.b). In accordance with CenCal Health's Medi-Cal Agreement with DHCS and with CenCal Health's policies and procedures, the Subcontractor is also required to audit Downstream Subcontractors and provide CenCal Health with audit results.

- d. Impact on Contractor:** Describe the impact and benefit, if any, the Subcontractor or Downstream Subcontractor Agreement will have on Contractor's operations, administrative capacity, and financial viability.

The Plan is contracted with Ventura Transit Systems, Inc., a Transportation Broker for provision of Non-Emergency Medical Transportation (NEMT) and Non-Medical Transportation (NMT) services. Benefits of this agreement include dedicated phone agents for members and providers, 24 hours per day, 365 days per year, provision of transportation to obtain medically necessary, cost effective and appropriate level services while adhering to timeliness standards in both Santa Barbara and San Luis Obispo Counties and out-of-area authorized services. Ventura Transit Systems, Inc. additionally oversees a subcontractor agreement with subcontracted providers to provide NMT and NEMT services to Plan membership.

Ventura Transit Systems, Inc. is partially delegated, and their financial viability is reviewed annually as part of the Annual Audit review by the Plan since they are delegated for claims processing.

- e. Contractor's Administrative Capacity to Oversee and Monitor Subcontractor and Downstream Subcontractor:** Describe Contractor's administrative capacity to oversee and monitor Subcontractor and Downstream Subcontractor as applicable.

The Plan has a dedicated team of staff that conducts oversight of VTS. The team reviews performance metrics aligned with service level agreements. A performance Audit of VTS is completed annually, and the Plan also participates in Joint Operations Committee meetings quarterly. Regular performance metrics and reports are submitted along with frequent collaboration and communication between the Plan and VTS. Any findings are reported in through the Delegation Oversight Committee and action is taken as needed up to and including issuance and monitoring of Corrective Actions Plans (CAPs).

As required by VTS Delegation Agreement, all Subcontractors and Downstream Subcontractors are required to maintain adequate personnel, equipment, and facilities to perform the operations within the agreement. The Plan requires that each Subcontractor name a key point of contact to oversee the Delegation Agreement requirements. This point of contact works directly with the Plan's Delegation Oversight Representative(s) and team who monitors performance to ensure that capacity is maintained at or above performance requirements.

- f. **Subcontractor's and Downstream Administrative Capacity:** Describe Subcontractor's and Downstream administrative capacity to perform each delegated function, including but not limited to Subcontractor's and Downstream capacity to perform quality monitoring and community engagement, if applicable.

The Plan has a comprehensive Quality Program that monitors, evaluates, and improves the quality of services provided to members. Quality oversight and improvement strategies are conducted to ensure the standards or services are delivered with the highest quality. This includes a comprehensive review of service level agreements, member appeals, and other available data. Any Quality concerns are addressed with Ventura Transit Systems, Inc in a timely manner with issuance of CAPs as applicable with continuous monitoring until issues are remediated.

- g. **Subcontractor's and Downstream Subcontractors' Compliance with Applicable Contractual Provisions:** Detail how the Subcontractor Agreement and Downstream Subcontractor Agreement complies with, and ensures compliance, with all provisions of the Contract applicable to the delegated functions, including appropriate citations to the provisions in the Subcontractor Agreement and Downstream Subcontractors' Agreement. Please complete Template C Contract Requirements Grid in Exhibit J to indicate which provisions are included in the Subcontractors Agreements and Downstream Subcontractors Agreements, as applicable for each Agreement.

Attachment A-1 of the Delegation Agreement sets forth all requirements relating to Subcontractors. Specific requirements relating to the delegated activity are set forth in Attachment B-1.

- h. **Contractor's Oversight Policy and Procedures:** Describe how Contractor will inform Subcontractor and Downstream Subcontractors of Contractor's oversight policies and procedures.

The Plan informs Subcontractors and Downstream Subcontractors of its oversight policy and procedures through multiple methods including:

1. Annual Audits
2. JOC/JOM (Quarterly)
3. Ad Hoc updates when changes occur

- i. **Financial Arrangement:** Contractor must include description of any financial arrangements it has with Subcontractor and Downstream Subcontractor.

The Plan has a financial arrangement with Ventura transit Systems, Inc. covering the cost of NEMT and NMT transportation management rates at a capitated PMPM (Per Member Per Month) rate on a monthly basis. The Plan also provides Ventura Transit Systems, Inc. with a monthly incentive that is payable for meeting or exceeding clearly defined service metrics in their current agreement with the Plan.

- j. **Other Information:** Include any other information that would assist DHCS in its review of Contractor's delegated structure.

No additional information

- k. **Previously Approved Documents: (Applicable to annual submissions only)** If Contractor has previously submitted documentation to DHCS in connection with the Subcontractor Agreement or Downstream Subcontractor Agreement, either through the Request for Proposal (RFP) process or during the term of this Contract, Contractor must provide any such documentation.

Not applicable

Template B: Delegation Justification and Plan

Instructions: Complete this template for each Subcontractor or Downstream Subcontractor. Contractor may not delegate for those contractual duties and obligations where delegation is legally or contractually prohibited. Responses must be limited to no more than ten (10) pages.

Subcontractor or Downstream Subcontractor Name: ChildNet

Applicable County(ies): Santa Barbara County, San Luis Obispo County

Subcontractor or Downstream Key Personnel: Steve Cade (Director)

Subcontractor Key Personnel Contact Information: (559) 353-5685; 9300 Valley Children's Pl. Mail Stop PCX 302 Madera, CA 93636

Type of Subcontractor or Downstream Subcontractor: Partially Delegated

- a. Justification of Subcontractor or Downstream Subcontractor Agreement:** Describe the purpose and the justification of the Subcontractor or Downstream Subcontractor Agreement.

ChildNet is partially delegated subcontractor that performs credentialing activities. The delegation of credentialing to ChildNet ensures that all providers under Childnet are credentialed in a timely manner to support member access to care.

- b. Pre-Existing Relationships:** Describe any pre-existing relationship, including any affiliation, parent entity, or prior existing contract between Contractor and Subcontractor, or Subcontractor and Downstream Subcontractor including the duration of such pre-existing relationship.

ChildNet was contracted with the Plan and delegated credentialing activities on January 1, 2019. No prior relationship, affiliation, parent entity, or downstream subcontractor relations apply.

- c. Sub-Delegation:** Indicate if Subcontractor or Downstream Subcontractor is permitted to sub-delegate any functions. If so, describe how Contractor will maintain oversight over delegated functions to Subcontractors and Downstream Subcontractors. Provide citations to provisions in the Subcontractor and Downstream Subcontractor Agreement to support Contractor's assertions.

Subcontractors are permitted to sub-delegate functions with Plan's prior written consent as well as prior written approval from DHCS (Delegation Agreement Section 3.b; Attachment A-1 to Delegation Agreement, Section 3).

Plan will maintain oversight over delegated functions to Subcontractors by:

1. Requiring Subcontractors to submit reports and reviewing such submitted reports (Delegation Agreement Section 3.c, Section 4.g); and
2. Conducting audits on no less than an annual basis (Delegation Agreement Section 3.d, Section 4.a, Section 4.d).

Plan will maintain oversight over delegated functions to Downstream Subcontractors by requiring the Subcontractor to (i) ensure that the Downstream Subcontractor complies with all responsibilities applicable to the delegated activities, and (ii) remain responsible for all functions delegated to another entity (Delegation Agreement Section 3.b). In accordance with CenCal Health's Medi-Cal Agreement with DHCS and with CenCal Health's policies and procedures, the Subcontractor is also required to audit Downstream Subcontractors and provide CenCal Health with audit results.

- d. Impact on Contractor:** Describe the impact and benefit, if any, the Subcontractor or Downstream Subcontractor Agreement will have on Contractor's operations, administrative capacity, and financial viability.

The Plan is contracted with ChildNet to provide credentialing activities. The agreement with ChildNet includes regular reporting in compliance with NCQA accreditation standards and guidelines, including maintaining policy and procedures, credentialing committee oversight, verification of credentials, obtaining applications, recredentialing on a regular cadence, monitoring of practitioner sanctions and quality issues, and ongoing assessment of organizational providers. ChildNet is partially delegated, and their financial viability is a low risk to the Plan since they are not delegated for claims processing.

- e. Contractor's Administrative Capacity to Oversee and Monitor Subcontractor and Downstream Subcontractor:** Describe Contractor's administrative capacity to oversee and monitor Subcontractor and Downstream Subcontractor as applicable.

ChildNet is partially delegated subcontractor that performs credentialing activities only for the Plan and does not sub-delegate. The Plan has a dedicated team of staff that conducts oversight of ChildNet. The team reviews performance metrics aligned with service level agreements. A performance Audit of ChildNet is completed annually, and the Plan also participates in Joint Operations Committee meetings quarterly. Regular performance metrics and reports are submitted along with frequent collaboration and communication between the Plan and ChildNet. Any findings are reported in through the Delegation Oversight Committee and action is taken as needed up to and including issuance and monitoring of Corrective Actions Plans (CAPs). ChildNet does not sub-delegate.

f. Subcontractor's and Downstream Administrative Capacity: Describe Subcontractor's and Downstream administrative capacity to perform each delegated function, including but not limited to Subcontractor's and Downstream capacity to perform quality monitoring and community engagement, if applicable.

ChildNet is partially delegated subcontractor that performs credentialing activities only for the Plan. ChildNet does not subdelegate.

g. Subcontractor's and Downstream Subcontractors' Compliance with Applicable Contractual Provisions: Detail how the Subcontractor Agreement and Downstream Subcontractor Agreement complies with, and ensures compliance, with all provisions of the Contract applicable to the delegated functions, including appropriate citations to the provisions in the Subcontractor Agreement and Downstream Subcontractors' Agreement. Please complete Template C Contract Requirements Grid in Exhibit J to indicate which provisions are included in the Subcontractors Agreements and Downstream Subcontractors Agreements, as applicable for each Agreement.

Attachment A-1 of the Delegation Agreement sets forth all requirements relating to Subcontractors. Specific requirements relating to the delegated activity are set forth in Attachment B-1.

h. Contractor's Oversight Policy and Procedures: Describe how Contractor will inform Subcontractor and Downstream Subcontractors of Contractor's oversight policies and procedures.

The Plan informs Subcontractors and Downstream Subcontractors of its oversight policy and procedures through multiple methods including:

1. Annual Audits
2. JOC/JOM (Quarterly)
3. Ad Hoc updates when changes occur

i. Financial Arrangement: Contractor must include description of any financial arrangements it has with Subcontractor and Downstream Subcontractor.

ChildNet is partially delegated, and their financial viability is a low risk to the Plan since they are not delegated for claims processing. ChildNet does not sub-delegate.

j. Other Information: Include any other information that would assist DHCS in its review of Contractor's delegated structure.

No Additional information

k. Previously Approved Documents: (Applicable to annual submissions only) If Contractor has previously submitted documentation to DHCS in connection with the Subcontractor Agreement or Downstream Subcontractor Agreement, either

through the Request for Proposal (RFP) process or during the term of this Contract, Contractor must provide any such documentation.

Not applicable

Template B: Delegation Justification and Plan

Instructions: Complete this template for each Subcontractor or Downstream Subcontractor. Contractor may not delegate for those contractual duties and obligations where delegation is legally or contractually prohibited. Responses must be limited to no more than ten (10) pages.

Subcontractor or Downstream Subcontractor Name: Children's Hospital Los Angeles (CHLA) Medical Group

Applicable County(ies): Santa Barbara County, San Luis Obispo County

Subcontractor or Downstream Key Personnel: Mona Patel, MD, President, CEO

Subcontractor Key Personnel Contact Information: (323) 361-2336; 3701 Wilshire Blvd. Suite 600, Los Angeles, CA 90011

Type of Subcontractor or Downstream Subcontractor: Partially Delegated

- a. Justification of Subcontractor or Downstream Subcontractor Agreement:** Describe the purpose and the justification of the Subcontractor or Downstream Subcontractor Agreement.

CHLA Medical Group is partially delegated subcontractor that performs credentialing activities. The delegation of credentialing to CHLA Medical Group ensures that all providers are credentialed in a timely manner to support member access to care.

- b. Pre-Existing Relationships:** Describe any pre-existing relationship, including any affiliation, parent entity, or prior existing contract between Contractor and Subcontractor, or Subcontractor and Downstream Subcontractor including the duration of such pre-existing relationship.

CHLA Medical Group was contracted with the Plan and delegated credentialing activities on February 1, 2017. No prior relationship, affiliation, parent entity, or downstream subcontractor relations apply.

- c. Sub-Delegation:** Indicate if Subcontractor or Downstream Subcontractor is permitted to sub-delegate any functions. If so, describe how Contractor will maintain oversight over delegated functions to Subcontractors and Downstream Subcontractors. Provide citations to provisions in the Subcontractor and Downstream Subcontractor Agreement to support Contractor's assertions.

Subcontractors are permitted to sub-delegate functions with Plan's prior written consent as well as prior written approval from DHCS (Delegation Agreement Section 3.b; Attachment A-1 to Delegation Agreement, Section 3).

Plan will maintain oversight over delegated functions to Subcontractors by:

1. Requiring Subcontractors to submit reports and reviewing such submitted reports (Delegation Agreement Section 3.c, Section 4.g); and
2. Conducting audits on no less than an annual basis (Delegation Agreement Section 3.d, Section 4.a, Section 4.d).

Plan will maintain oversight over delegated functions to Downstream Subcontractors by requiring the Subcontractor to (i) ensure that the Downstream Subcontractor complies with all responsibilities applicable to the delegated activities, and (ii) remain responsible for all functions delegated to another entity (Delegation Agreement Section 3.b). In accordance with CenCal Health's Medi-Cal Agreement with DHCS and with CenCal Health's policies and procedures, the Subcontractor is also required to audit Downstream Subcontractors and provide CenCal Health with audit results.

- d. Impact on Contractor:** Describe the impact and benefit, if any, the Subcontractor or Downstream Subcontractor Agreement will have on Contractor's operations, administrative capacity, and financial viability.

The Plan is contracted with CHLA Medical Group to provide credentialing activities. The agreement with CHLA Medical Group includes regular reporting in compliance with NCQA accreditation standards and guidelines, including maintaining policy and procedures, credentialing committee oversight, verification of credentials, obtaining applications, recredentialing on a regular cadence, monitoring of practitioner sanctions and quality issues, and ongoing assessment of organizational providers. CHLA Medical Group is partially delegated, and their financial viability is a low risk to the Plan since they are not delegated for claims processing.

- e. Contractor's Administrative Capacity to Oversee and Monitor Subcontractor and Downstream Subcontractor:** Describe Contractor's administrative capacity to oversee and monitor Subcontractor and Downstream Subcontractor as applicable.

CHLA Medical Group is partially delegated subcontractor that performs credentialing activities only for the Plan and does not sub-delegate. The Plan has a dedicated team of staff that conducts oversight of CHLA Medical Group. The team reviews performance metrics aligned with service level agreements. A performance Audit of Care of Care is completed annually. Regular performance metrics and reports are submitted along with frequent collaboration and communication between the Plan and CHLA Medical Group. Any findings are reported in through the Delegation Oversight Committee and action is taken as needed up to and including issuance and monitoring of Corrective Actions Plans (CAPs).

- f. Subcontractor's and Downstream Administrative Capacity:** Describe Subcontractor's and Downstream administrative capacity to perform each delegated function, including but not limited to Subcontractor's and Downstream capacity to perform quality monitoring and community engagement, if applicable.

CHLA Medical Group is partially delegated subcontractor that performs credentialing activities only for the Plan and does not sub-delegate.

- g. Subcontractor's and Downstream Subcontractors' Compliance with Applicable Contractual Provisions:** Detail how the Subcontractor Agreement and Downstream Subcontractor Agreement complies with, and ensures compliance, with all provisions of the Contract applicable to the delegated functions, including appropriate citations to the provisions in the Subcontractor Agreement and Downstream Subcontractors' Agreement. Please complete Template C Contract Requirements Grid in Exhibit J to indicate which provisions are included in the Subcontractors Agreements and Downstream Subcontractors Agreements, as applicable for each Agreement.

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- h. Contractor's Oversight Policy and Procedures:** Describe how Contractor will inform Subcontractor and Downstream Subcontractors of Contractor's oversight policies and procedures.

The Plan informs Subcontractors and Downstream Subcontractors of its oversight policy and procedures through multiple methods including:

1. Annual Audits
2. JOC/JOM (Quarterly)
3. Ad Hoc updates when changes occur

The Plan informs Subcontractors and Downstream Subcontractors of its oversight policy and procedures during Annual Audits and other methods.

- i. Financial Arrangement:** Contractor must include description of any financial arrangements it has with Subcontractor and Downstream Subcontractor.

CHLA Medical Group is partially delegated, and their financial viability is a low risk to the Plan since they are not delegated for claims processing.

- j. Other Information:** Include any other information that would assist DHCS in its review of Contractor's delegated structure.

No Additional Information

- k. Previously Approved Documents: (Applicable to annual submissions only)** If Contractor has previously submitted documentation to DHCS in connection with the Subcontractor Agreement or Downstream Subcontractor Agreement, either

through the Request for Proposal (RFP) process or during the term of this Contract, Contractor must provide any such documentation.

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Subcontractor or Downstream Subcontractor Name: Sansum Clinic

Applicable County(ies): Santa Barbara County, San Luis Obispo County

Subcontractor or Downstream Key Personnel: Chad Hine, MBA (COO)

Subcontractor Key Personnel Contact Information: (805) 681-7700; 470 South Patterson Ave. Santa Barbara, CA 93111

Type of Subcontractor or Downstream Subcontractor: Partially Delegated

- a. Justification of Subcontractor or Downstream Subcontractor Agreement:** Describe the purpose and the justification of the Subcontractor or Downstream Subcontractor Agreement.

Sansum Clinic is partially delegated subcontractor that performs credentialing activities. The delegation of credentialing to Sansum Clinic ensures that all providers are credentialed in a timely manner to support member access to care.

- b. Pre-Existing Relationships:** Describe any pre-existing relationship, including any affiliation, parent entity, or prior existing contract between Contractor and Subcontractor, or Subcontractor and Downstream Subcontractor including the duration of such pre-existing relationship.

Sansum Clinic was contracted with the Plan and delegated credentialing activities on March 1, 2008. No prior relationship, affiliation, parent entity, or downstream subcontractor relations apply.

- c. Sub-Delegation:** Indicate if Subcontractor or Downstream Subcontractor is permitted to sub-delegate any functions. If so, describe how Contractor will maintain oversight over delegated functions to Subcontractors and Downstream Subcontractors. Provide citations to provisions in the Subcontractor and Downstream Subcontractor Agreement to support Contractor's assertions.

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Plan will maintain oversight over delegated functions to Subcontractors by:

1. Requiring Subcontractors to submit reports and reviewing such submitted reports (Delegation Agreement Section 3.c, Section 4.g); and
2. Conducting audits on no less than an annual basis (Delegation Agreement Section 3.d, Section 4.a, Section 4.d).

Plan will maintain oversight over delegated functions to Downstream Subcontractors by requiring the Subcontractor to (i) ensure that the Downstream Subcontractor complies with all responsibilities applicable to the delegated activities, and (ii) remain responsible for all functions delegated to another entity (Delegation Agreement Section 3.b). In accordance with CenCal Health's Medi-Cal Agreement with DHCS and with CenCal Health's policies and procedures, the Subcontractor is also required to audit Downstream Subcontractors and provide CenCal Health with audit results.

- d. Impact on Contractor:** Describe the impact and benefit, if any, the Subcontractor or Downstream Subcontractor Agreement will have on Contractor's operations, administrative capacity, and financial viability.

The Plan is contracted with Sansum Clinic to provide credentialing activities. The agreement with Sansum Clinic includes regular reporting in compliance with NCQA accreditation standards and guidelines, including maintaining policy and procedures, credentialing committee oversight, verification of credentials, obtaining applications, recredentialing on a regular cadence, monitoring of practitioner sanctions and quality issues, and ongoing assessment of organizational providers. Sansum Clinic is partially delegated, and their financial viability is a low risk to the Plan since they are not delegated for claims processing.

- e. Contractor's Administrative Capacity to Oversee and Monitor Subcontractor and Downstream Subcontractor:** Describe Contractor's administrative capacity to oversee and monitor Subcontractor and Downstream Subcontractor as applicable.

Sansum Clinic is partially delegated subcontractor that performs credentialing activities only for the Plan and does not sub-delegate. The Plan has a dedicated team of staff that conducts oversight of Sansum. The team reviews performance metrics aligned with service level agreements. A performance Audit of Sansum is completed annually, and the Plan also participates in Joint Operations Committee meetings quarterly. Regular performance metrics and reports are submitted along with frequent collaboration and communication between the Plan and Sansum. Any findings are reported in through the Delegation Oversight Committee and action is taken as needed up to and including issuance and monitoring of Corrective Actions Plans (CAPs) Regular performance metrics and reports are submitted along with collaboration and communication between the Plan and Sansum Clinic.

- f. Subcontractor's and Downstream Administrative Capacity:** Describe Subcontractor's and Downstream administrative capacity to perform each delegated function, including but not limited to Subcontractor's and Downstream capacity to perform quality monitoring and community engagement, if applicable.

Sansum is partially delegated subcontractor that performs credentialing activities only for the Plan and does not sub-delegate.

- g. Subcontractor's and Downstream Subcontractors' Compliance with Applicable Contractual Provisions:** Detail how the Subcontractor Agreement and Downstream Subcontractor Agreement complies with, and ensures compliance, with all provisions of the Contract applicable to the delegated functions, including appropriate citations to the provisions in the Subcontractor Agreement and Downstream Subcontractors' Agreement. Please complete Template C Contract Requirements Grid in Exhibit J to indicate which provisions are included in the Subcontractors Agreements and Downstream Subcontractors Agreements, as applicable for each Agreement.

Attachment A-1 of the Delegation Agreement sets forth all requirements relating to Subcontractors. Specific requirements relating to the delegated activity are set forth in Attachment B-1.

- h. Contractor's Oversight Policy and Procedures:** Describe how Contractor will inform Subcontractor and Downstream Subcontractors of Contractor's oversight policies and procedures.

The Plan informs Subcontractors and Downstream Subcontractors of its oversight policy and procedures through multiple methods including:

1. Annual Audits
2. JOC/JOM (Quarterly)
3. Ad Hoc when changes occur

- i. Financial Arrangement:** Contractor must include description of any financial arrangements it has with Subcontractor and Downstream Subcontractor.

Sansum Clinic is partially delegated, and their financial viability is a low risk to the Plan since they are not delegated for claims processing.

- j. Other Information:** Include any other information that would assist DHCS in its review of Contractor's delegated structure.

No additional information

- k. Previously Approved Documents: (Applicable to annual submissions only)** If Contractor has previously submitted documentation to DHCS in connection with the Subcontractor Agreement or Downstream Subcontractor Agreement, either through the Request for Proposal (RFP) process or during the term of this Contract, Contractor must provide any such documentation.

Not applicable

Template B: Delegation Justification and Plan

Instructions: Complete this template for each Subcontractor or Downstream Subcontractor. Contractor may not delegate for those contractual duties and obligations where delegation is legally or contractually prohibited. Responses must be limited to no more than ten (10) pages.

Subcontractor or Downstream Subcontractor Name: University of California Los Angeles (UCLA) Medical Group

Applicable County(ies): Santa Barbara County, San Luis Obispo County

Subcontractor or Downstream Key Personnel: Eve Glazier, MD (President of UCLA Health Faculty)

Subcontractor Key Personnel Contact Information: (312) 319-4377; 5767 West Century Blvd #400 Los Angeles, CA 90045.

Type of Subcontractor or Downstream Subcontractor: Partially Delegated

- a. **Justification of Subcontractor or Downstream Subcontractor Agreement:** Describe the purpose and the justification of the Subcontractor or Downstream Subcontractor Agreement.

UCLA Medical Group is partially delegated subcontractor that performs credentialing activities. The delegation of credentialing to UCLA Medical Group ensures that all providers are credentialed in a timely manner to support member access to care.

- b. **Pre-Existing Relationships:** Describe any pre-existing relationship, including any affiliation, parent entity, or prior existing contract between Contractor and Subcontractor, or Subcontractor and Downstream Subcontractor including the duration of such pre-existing relationship.

UCLA Medical Group was contracted with the Plan and delegated credentialing activities on March 1, 2019. No prior relationship, affiliation, parent entity or downstream subcontractor relations apply.

- c. **Sub-Delegation:** Indicate if Subcontractor or Downstream Subcontractor is permitted to sub-delegate any functions. If so, describe how Contractor will maintain oversight over delegated functions to Subcontractors and Downstream Subcontractors. Provide citations to provisions in the Subcontractor and Downstream Subcontractor Agreement to support Contractor's assertions.

Subcontractors are permitted to sub-delegate functions with Plan's prior written consent as well as prior written approval from DHCS (Delegation Agreement Section 3.b; Attachment A-1 to Delegation Agreement, Section 3).

Plan will maintain oversight over delegated functions to Subcontractors by:

1. Requiring Subcontractors to submit reports and reviewing such submitted reports (Delegation Agreement Section 3.c, Section 4.g); and
2. Conducting audits on no less than an annual basis (Delegation Agreement Section 3.d, Section 4.a, Section 4.d).

Plan will maintain oversight over delegated functions to Downstream Subcontractors by requiring the Subcontractor to (i) ensure that the Downstream Subcontractor complies with all responsibilities applicable to the delegated activities, and (ii) remain responsible for all functions delegated to another entity (Delegation Agreement Section 3.b). In accordance with CenCal Health's Medi-Cal Agreement with DHCS and with CenCal Health's policies and procedures, the Subcontractor is also required to audit Downstream Subcontractors and provide CenCal Health with audit results.

- d. Impact on Contractor:** Describe the impact and benefit, if any, the Subcontractor or Downstream Subcontractor Agreement will have on Contractor's operations, administrative capacity, and financial viability.

The Plan is contracted with UCLA Medical Group to provide credentialing activities. The agreement with UCLA Medical Group includes regular reporting in compliance with NCQA accreditation standards and guidelines, including maintaining policy and procedures, credentialing committee oversight, verification of credentials, obtaining applications, recredentialing on a regular cadence, monitoring of practitioner sanctions and quality issues, and ongoing assessment of organizational providers. UCLA Medical Group is partially delegated, and their financial viability is a low risk to the Plan since they are not delegated for claims processing.

- e. Contractor's Administrative Capacity to Oversee and Monitor Subcontractor and Downstream Subcontractor:** Describe Contractor's administrative capacity to oversee and monitor Subcontractor and Downstream Subcontractor as applicable.

UCLA Medical Group is partially delegated subcontractor that performs credentialing activities only for the Plan and does not sub-delegate. The Plan has a dedicated team of staff that conducts oversight of UCLA Medical Group. The team reviews performance metrics aligned with service level agreements. A performance Audit of UCLA Medical Group is completed annually. Regular performance metrics and reports are submitted along with frequent collaboration and communication between the Plan and UCLA Medical Group. Any findings are reported in through the Delegation Oversight Committee and action is taken as needed up to and including issuance and monitoring of

Corrective Actions Plans (CAPs). Regular performance metrics and reports are submitted along with collaboration and communication between the Plan and UCLA Medical Group.

- f. **Subcontractor's and Downstream Administrative Capacity:** Describe Subcontractor's and Downstream administrative capacity to perform each delegated function, including but not limited to Subcontractor's and Downstream capacity to perform quality monitoring and community engagement, if applicable.

UCLA Medical Group is partially delegated subcontractor that performs credentialing activities only for the Plan and does not sub-delegate.

- g. **Subcontractor's and Downstream Subcontractors' Compliance with Applicable Contractual Provisions:** Detail how the Subcontractor Agreement and Downstream Subcontractor Agreement complies with, and ensures compliance, with all provisions of the Contract applicable to the delegated functions, including appropriate citations to the provisions in the Subcontractor Agreement and Downstream Subcontractors' Agreement. Please complete Template C Contract Requirements Grid in Exhibit J to indicate which provisions are included in the Subcontractors Agreements and Downstream Subcontractors Agreements, as applicable for each Agreement.

Attachment A-1 of the Delegation Agreement sets forth all requirements relating to Subcontractors. Specific requirements relating to the delegated activity are set forth in Attachment B-1.

- h. **Contractor's Oversight Policy and Procedures:** Describe how Contractor will inform Subcontractor and Downstream Subcontractors of Contractor's oversight policies and procedures.

The Plan informs Subcontractors and Downstream Subcontractors of its oversight policy and procedures during Annual Audits and other methods.

- i. **Financial Arrangement:** Contractor must include description of any financial arrangements it has with Subcontractor and Downstream Subcontractor.

UCLA Medical Group is partially delegated, and their financial viability is a low risk to the Plan since they are not delegated claims.

- j. **Other Information:** Include any other information that would assist DHCS in its review of Contractor's delegated structure.

No Additional Information

k. Previously Approved Documents: (Applicable to annual submissions only) If Contractor has previously submitted documentation to DHCS in connection with the Subcontractor Agreement or Downstream Subcontractor Agreement, either through the Request for Proposal (RFP) process or during the term of this Contract, Contractor must provide any such documentation.

Not applicable

Template B: Delegation Justification and Plan

Instructions: Complete this template for each Subcontractor or Downstream Subcontractor. Contractor may not delegate for those contractual duties and obligations where delegation is legally or contractually prohibited. Responses must be limited to no more than ten (10) pages.

Subcontractor or Downstream Subcontractor Name: Carenet Healthcare Services

Applicable County(ies): Santa Barbara County, San Luis Obispo County

Subcontractor or Downstream Key Personnel: Mr. Jack Way (VP, Assurance Services)

Subcontractor Key Personnel Contact Information: (210) 595-2000; 11845 Interstate 10 W. San Antonio, TX 78230;
compliance@carenethealthcare.com

Type of Subcontractor or Downstream Subcontractor: Partially Delegated

- a. Justification of Subcontractor or Downstream Subcontractor Agreement:** Describe the purpose and the justification of the Subcontractor or Downstream Subcontractor Agreement.

Carenet Healthcare Services is partially delegated subcontractor that performs a 24-7 Nurse Advice Line for the Plan. The relationship with CareNet allows 24 hour, 7 days a week nurse advice availability for members which supports access to care.

- b. Pre-Existing Relationships:** Describe any pre-existing relationship, including any affiliation, parent entity, or prior existing contract between Contractor and Subcontractor, or Subcontractor and Downstream Subcontractor including the duration of such pre-existing relationship.

Carenet Healthcare Services was contracted with the Plan to perform a 24-7 Nurse Advice Line in July 2014. No prior relationship, affiliation, parent entity, or downstream subcontractor relations apply.

- c. Sub-Delegation:** Indicate if Subcontractor or Downstream Subcontractor is permitted to sub-delegate any functions. If so, describe how Contractor will maintain oversight over delegated functions to Subcontractors and Downstream Subcontractors. Provide citations to provisions in the Subcontractor and Downstream Subcontractor Agreement to support Contractor's assertions.

Subcontractors are permitted to sub-delegate functions with Plan's prior written consent as well as prior written approval from DHCS (Delegation Agreement Section 3.b; Attachment A-1 to Delegation Agreement, Section 3).

Plan will maintain oversight over delegated functions to Subcontractors by:

1. Requiring Subcontractors to submit reports and reviewing such submitted reports (Delegation Agreement Section 3.c, Section 4.g); and
2. Conducting audits on no less than an annual basis (Delegation Agreement Section 3.d, Section 4.a, Section 4.d).

Plan will maintain oversight over delegated functions to Downstream Subcontractors by requiring the Subcontractor to (i) ensure that the Downstream Subcontractor complies with all responsibilities applicable to the delegated activities, and (ii) remain responsible for all functions delegated to another entity (Delegation Agreement Section 3.b). In accordance with CenCal Health's Medi-Cal Agreement with DHCS and with CenCal Health's policies and procedures, the Subcontractor is also required to audit Downstream Subcontractors and provide CenCal Health with audit results.

d. Impact on Contractor: Describe the impact and benefit, if any, the Subcontractor or Downstream Subcontractor Agreement will have on Contractor's operations, administrative capacity, and financial viability.

The Plan is contracted with Carenet Healthcare Services to perform a 24-7-365-day Nurse Advice Line for the Plan. The agreement with Carenet Healthcare Services includes assessment of member medical needs utilizing nationally accepted clinical guidelines and clinical judgement by a team of duly licensed Registered Nurses. Carenet Healthcare Services also utilize triage guidelines while abiding by timely access standards, to direct callers to appropriate health services or provide education. Carenet Healthcare Services are partially delegated, and their financial viability is a low risk to the Plan since they are not delegated for claims processing.

e. Contractor's Administrative Capacity to Oversee and Monitor Subcontractor and Downstream Subcontractor: Describe Contractor's administrative capacity to oversee and monitor Subcontractor and Downstream Subcontractor as applicable.

The Plan has a dedicated team of staff that conduct oversight of Carenet Healthcare Services. The team reviews performance metrics aligned with service level agreements. The Plan participates in Joint Operations Committee (JOC) meetings on a regular cadence. Regular performance metrics and reports are submitted along with frequent collaboration and communication between the Plan and Carenet Healthcare Services. Any findings are reported through UM Committee and action is taken as needed up to and including issuance and monitoring of Corrective Action Plans (CAPs). Carenet does not sub-delegate.

- f. Subcontractor's and Downstream Administrative Capacity:** Describe Subcontractor's and Downstream administrative capacity to perform each delegated function, including but not limited to Subcontractor's and Downstream capacity to perform quality monitoring and community engagement, if applicable.

Carenet Healthcare Services performs a 24-7- and 365-day Nurse Advice Line for the Plan. Performance is reviewed in Joint Operations Committee meetings at a regular cadence, along with regular metrics reporting, status meetings and correspondence between the Plan and Carenet Healthcare Services. Carenet does not sub-delegate.

- g. Subcontractor's and Downstream Subcontractors' Compliance with Applicable Contractual Provisions:** Detail how the Subcontractor Agreement and Downstream Subcontractor Agreement complies with, and ensures compliance, with all provisions of the Contract applicable to the delegated functions, including appropriate citations to the provisions in the Subcontractor Agreement and Downstream Subcontractors' Agreement. Please complete Template C Contract Requirements Grid in Exhibit J to indicate which provisions are included in the Subcontractors Agreements and Downstream Subcontractors Agreements, as applicable for each Agreement.

Attachment A-1 of the Delegation Agreement sets forth all requirements relating to Subcontractors. Specific requirements relating to the delegated activity are set forth in Attachment B-1.

- h. Contractor's Oversight Policy and Procedures:** Describe how Contractor will inform Subcontractor and Downstream Subcontractors of Contractor's oversight policies and procedures.

The Plan informs Subcontractors and Downstream Subcontractors of its oversight policy and procedures through multiple methods including:

1. Annual Audits
2. JOC/JOM (Quarterly)
3. Ad hoc, when changes occur

- i. Financial Arrangement:** Contractor must include description of any financial arrangements it has with Subcontractor and Downstream Subcontractor.

Carenet Healthcare Services are partially delegated, and their financial viability is a low risk to the Plan since they are not delegated for claims processing.

The Plan has a financial arrangement with the subcontractor Carenet Healthcare Solutions, to pay at a fixed transaction rate per member call. Carenet Healthcare Services does not sub-delegate.

j. Other Information: Include any other information that would assist DHCS in its review of Contractor's delegated structure.

No additional information

k. Previously Approved Documents: (Applicable to annual submissions only) If Contractor has previously submitted documentation to DHCS in connection with the Subcontractor Agreement or Downstream Subcontractor Agreement, either through the Request for Proposal (RFP) process or during the term of this Contract, Contractor must provide any such documentation.

Not applicable

Template C: Contract Requirements Grid
Contractor Name: CenCal Health

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
1.0 Organization	
1.1 Plan Organization and Administration	
1.1.1 Legal Capacity	<input type="checkbox"/>
1.1.2 Key Personnel Disclosure Form	<input type="checkbox"/>
1.1.3 Conflict of Interest – Current and Former State Employees	<input type="checkbox"/>
1.1.4 Contract Performance	<input type="checkbox"/>
1.1.5 Medical Decisions	<input type="checkbox"/>
1.1.6 Medical Director	<input type="checkbox"/>
1.1.7 Chief Health Equity Officer	<i>(1) Must not be delegated</i>
1.1.8 Key Personnel Changes	<input type="checkbox"/>
1.1.9 Administrative Duties/Responsibilities	<input type="checkbox"/>
1.1.10 Member Representation	<input type="checkbox"/>
1.1.11 Diversity, Equity, and Inclusion Training	<input type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
1.2 Financial Information	
1.2.1 Financial Viability and Standards Compliance	<input type="checkbox"/>
1.2.2 Contractor's Financial Reporting Obligations	<input type="checkbox"/>
1.2.3 Independent Financial Audit Reports	<input type="checkbox"/>
1.2.4 Cooperation with DHCS' Financial Audits	<input type="checkbox"/>
1.2.5 Medical Loss Ratio (MLR)	<i>(1) Must not be delegated</i>
1.2.6 Contractor's Obligations	<input type="checkbox"/>
1.2.7 Community Reinvestment Plan and Report	<input type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
1.3 Program Integrity and Compliance Program	
1.3.1 Compliance Program	<i>(1) Must not be delegated</i>
1.3.2 Fraud Prevention Program	<input type="checkbox"/>
1.3.3 Provider Screening, Enrolling, and Credentialing/Recredentialing	<input type="checkbox"/>
1.3.4 Contractor's Obligations Regarding Suspended, Excluded, and Ineligible Providers and Ineligible Providers	<input type="checkbox"/>
1.3.5 Disclosures	<input type="checkbox"/>
1.3.6 Treatment of Overpayment Recoveries	<input type="checkbox"/>
1.3.7 Federal False Claims Act Compliance and Support	<input type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
2.0 Systems and Processes	
2.1 Management Information System	
2.1.1 Management Information System Capability	<input type="checkbox"/>
2.1.2 Encounter Data Reporting	<input type="checkbox"/>
2.1.3 Participation in the State Drug Rebate Program	<input type="checkbox"/>
2.1.4 Network Provider Data Reporting	<input type="checkbox"/>
2.1.5 Program Data Reporting	<input type="checkbox"/>
2.1.6 Template Data Reporting	<input type="checkbox"/>
2.1.7 MIS/Data Audits	<input type="checkbox"/>
2.1.8 MIS/Data Correspondence	<input type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
2.2 Quality Improvement and Health Equity Transformation Program (QIHETP)	
2.2.1 QIHETP Overview	<input type="checkbox"/>
2.2.2 Governing Board	<input type="checkbox"/>
2.2.3 QIHEC	<input type="checkbox"/>
2.2.4 Provider Participation	<input type="checkbox"/>
2.2.5 Subcontractor and Downstream Subcontractor QI Activities	<input type="checkbox"/>
2.2.6 QIHETP Policies and Procedures	<input type="checkbox"/>
2.2.7 Quality Improvement and Health Equity Annual Plan	<input type="checkbox"/>
2.2.8 NCQA Accreditation	<i>(1) Must not be delegated</i>
2.2.9 External Quality Review (EQR) Requirements	<input type="checkbox"/>
2.2.10 Quality Care for Children	<input type="checkbox"/>
2.2.11 Disease Surveillance	<input type="checkbox"/>
2.2.12 Credentialing and Recredentialing	<input checked="" type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
2.3 Utilization Management Program	
2.3.1 Prior Authorizations and Review Procedures	<input checked="" type="checkbox"/>
2.3.2 Timeframes for Medical Authorization	<input checked="" type="checkbox"/>
2.3.3 Review of Utilization Data	<input checked="" type="checkbox"/>
2.3.4 Delegating UM Activities	<input checked="" type="checkbox"/>

Contractual Requirements		Delegated to Subcontractor
Exhibit A, Attachment III		
3.0	Provider, Network Providers, Subcontractors, and Downstream Subcontractors	
3.1	Network Provider Agreements, Subcontractor Agreements, Downstream Subcontractor Agreements and Contractor's Oversight Duties	
3.1.1	Overview of Contractor's Duties and Obligations	<input type="checkbox"/>
3.1.2	DHCS Approval of Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements	<input type="checkbox"/>
3.1.3	Contractor's Duty to Disclose All Delegated Relationships and to Submit a "Delegation, Oversight, and Compliance Plan"	<input type="checkbox"/>
3.1.4	Contractor's Duty to Ensure Subcontractor, Downstream Subcontractor, and Network Provider Compliance	<i>(1) Must not be delegated</i>
3.1.5	Subcontractor and Downstream Subcontractor Reports	<input type="checkbox"/>
3.1.6	Requirements for Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements	<input type="checkbox"/>
3.1.7	Financial Viability of Subcontractors, Downstream Subcontractors, and Network Providers	<input type="checkbox"/>
3.1.8	Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements with Federally Qualified Health Centers and Rural Health Clinics	<input type="checkbox"/>
3.1.9	Network Provider Agreements with Safety-Net Providers	<input type="checkbox"/>
3.1.10	Network Provider Agreements, Subcontractor Agreements, and Downstream Subcontractor Agreements with Local Health Departments	<input type="checkbox"/>
3.1.11	Nondiscrimination in Provider Contracts	<input type="checkbox"/>
3.1.12	Public Records	<input type="checkbox"/>
3.1.13	Requirement to Post	<input type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
3.2 Provider Relations	
3.2.1 Exclusivity	<input type="checkbox"/>
3.2.2 Provider Dispute Resolution Mechanism	<input type="checkbox"/>
3.2.3 Out-of-Network Provider Relations	<input type="checkbox"/>
3.2.4 Contractor's Provider Manual	<input type="checkbox"/>
3.2.5 Network Provider Training	<input type="checkbox"/>
3.2.6 Emergency Department Protocols	<input type="checkbox"/>
3.2.7 Prohibited Punitive Action Against the Provider	<input type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
3.3 Provider Compensation Arrangements	
3.3.1 Compensation and Value Based Arrangements	<input type="checkbox"/>
3.3.2 Capitation Arrangements	<input type="checkbox"/>
3.3.3 Provider Financial Incentive Program Payments	<input type="checkbox"/>
3.3.4 Identification of Responsible Payor	<input type="checkbox"/>
3.3.5 Claims Processing	<input checked="" type="checkbox"/>
3.3.6 Prohibited Claims	<input type="checkbox"/>
3.3.7 Federally Qualified Health Center (FQHC), Rural Health Center (RHC), and Indian Health Service (IHS) Facilities	<input type="checkbox"/>
3.3.8 Non-Contracting Certified Nurse Midwife (CNM), Certified Nurse Practitioner (CNP), and Licensed Midwife (LN) Providers	<input type="checkbox"/>
3.3.9 Non-Contracting Family Planning Providers	<input type="checkbox"/>
3.3.10 Sexually Transmitted Disease (STD)	<input type="checkbox"/>
3.3.11 HIV Testing and Counseling	<input type="checkbox"/>
3.3.12 Immunizations	<input type="checkbox"/>
3.3.13 Community Based Adult Services (CBAS)	<input type="checkbox"/>
3.3.14 Major Organ Transplants	<input type="checkbox"/>
3.3.15 Long-Term Care Services	<input type="checkbox"/>
3.3.16 Emergency Services and Post-Stabilization Care Services	<input type="checkbox"/>
3.3.17 Provider-Preventable Conditions (PPCs)	<input type="checkbox"/>
3.3.18 Prohibition Against Payment to Excluded Providers	<input type="checkbox"/>
3.3.19 Compliance with Directed Payment Initiatives and Related Reimbursement Requirements	<input type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
4.0 Member	
4.1 Marketing	
4.1.1 Training and Certification of Marketing Representatives	<input type="checkbox"/>
4.1.2 Marketing Plan	<input type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
4.2 Enrollments and Disenrollments	
4.2.1 Enrollment	<input type="checkbox"/>
4.2.2 Disenrollment	<input type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
4.3 Population Health Management and Coordination of Care	
4.3.1 Population Health Management (PHM) Program Requirements	<input type="checkbox"/>
4.3.2 Population Needs Assessment (PNA)	<input type="checkbox"/>
4.3.3 Data Integration and Exchange	<input type="checkbox"/>
4.3.4 PHM Service	<input type="checkbox"/>
4.3.5 Population Risk Stratification Segmentation (RSS) and Risk Tiering	<input type="checkbox"/>
4.3.6 Screening and Assessments	<input type="checkbox"/>
4.3.7 Care Management Programs	<input type="checkbox"/>
4.3.8 Basic Population Health Management	<input type="checkbox"/>
4.3.9 Other Population Health Requirements for Children	<input type="checkbox"/>
4.3.10 Wellness and Prevention Programs	<input type="checkbox"/>
4.3.11 Transitional Care Services	<input type="checkbox"/>
4.3.12 Targeted Case Management (TCM) Services	<input type="checkbox"/>
4.3.13 Mental Health Services	<input type="checkbox"/>
4.3.14 Alcohol and SUD Treatment Services	<input type="checkbox"/>
4.3.15 California Children's Services (CCS)	<input type="checkbox"/>
4.3.16 Services for Persons with DD	<input type="checkbox"/>
4.3.17 School-Based Services	<input type="checkbox"/>
4.3.18 Dental	<input type="checkbox"/>
4.3.19 Direct Observed Therapy (COT) for Treatment of Tuberculosis (TB)	<input type="checkbox"/>
4.3.20 Women, Infants, and Children (WIC) Supplemental Nutrition Program	<input type="checkbox"/>
4.3.21 HCBS Waiver Programs	<input type="checkbox"/>
4.3.22 IHSS	<input type="checkbox"/>
4.3.23 Indian Health Services	<input type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
4.4 Enhanced Care Management (ECM)	
4.4.1 Contractor's Responsibilities for Administration of ECM	<input type="checkbox"/>
4.4.2 Populations of Focus for ECM	<input type="checkbox"/>
4.4.3 ECM Providers	<input type="checkbox"/>
4.4.4 ECM Provider Capacity	<input type="checkbox"/>
4.4.5 Model of Care (MOC)	<input type="checkbox"/>
4.4.6 Member Identification for ECM	<input type="checkbox"/>
4.4.7 Authorizing Members for ECM	<input type="checkbox"/>
4.4.8 Assignment to an ECM Provider	<input type="checkbox"/>
4.4.9 Initiating Delivery of ECM	<input type="checkbox"/>
4.4.10 Discontinuation of ECM	<input type="checkbox"/>
4.4.11 Core Service Components of ECM	<input type="checkbox"/>
4.4.12 Data System Requirements and Data Sharing to Support ECM	<input type="checkbox"/>
4.4.13 Oversight of ECM Providers	<input type="checkbox"/>
4.4.14 Payment of ECM Providers	<input type="checkbox"/>
4.4.15 DHCS Oversight of ECM	<input type="checkbox"/>
4.4.16 ECM Quality and Performance Incentive Program	<input type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
4.5 Community Supports	
4.5.1 Contractor's Responsibility for Administration of Community Supports	<input type="checkbox"/>
4.5.2 DHCS Pre-Approved Community Supports	<input type="checkbox"/>
4.5.3 Community Supports Providers	<input type="checkbox"/>
4.5.4 Community Supports Provider Capacity	<input type="checkbox"/>
4.5.5 Community Supports Model of Care (MOC)	<input type="checkbox"/>
4.5.6 Identifying Members for Community Supports	<input type="checkbox"/>
4.5.7 Authorizing Members for Community Supports and Communication of Authorization Status	<input type="checkbox"/>
4.5.8 Referring Members to Community Supports Providers for Community Supports	<input type="checkbox"/>
4.5.9 Data System Requirements and Data Sharing to Support Community Supports	<input type="checkbox"/>
4.5.10 Oversight of Community Supports Providers	<input type="checkbox"/>
4.5.11 Delegation of Community Supports Administration to Subcontractors and Downstream Subcontractors	<input type="checkbox"/>
4.5.12 Payment of Community Supports Providers	<input type="checkbox"/>
4.5.13 DHCS Oversight of Community Supports	<input type="checkbox"/>
4.5.14 Community Supports Quality and Performance Incentive Program	<input type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
4.6 Member Grievance and Appeal System	
4.6.1 Grievance Process	<input type="checkbox"/>
4.6.2 Discrimination Grievances	<input type="checkbox"/>
4.6.3 Notice of Action	<input type="checkbox"/>
4.6.4 Appeal Process	<input type="checkbox"/>
4.6.5 Responsibilities in Expedited Appeals	<input type="checkbox"/>
4.6.6 State Fair Hearings and Independent Medical Reviews	<input type="checkbox"/>
4.6.7 Continuation of Services Until Appeal and State Fair Hearing Rights Are Exhausted	<input type="checkbox"/>
4.6.8 Grievance and Appeal Reporting and Data	<input type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
5.0 Services – Scope and Delivery	
5.1 Member Services	
5.1.1 Members Rights and Responsibilities	<input type="checkbox"/>
5.1.2 Member Services Staff	<input type="checkbox"/>
5.1.3 Member Information	<input type="checkbox"/>
5.1.4 Primary Care Service Provider Selection	<input type="checkbox"/>
5.1.5 Notices of Action for Denial, Deferral, or Modification of Prior Authorization Requests	<input type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
5.2 Network and Access to Care	
5.2.1 Access to Network Providers and Covered Services	<input type="checkbox"/>
5.2.2 Network Capacity	<input type="checkbox"/>
5.2.3 Network Composition	<input type="checkbox"/>
5.2.4 Network Ratios	<input type="checkbox"/>
5.2.5 Network Adequacy Standards	<input type="checkbox"/>
5.2.6 Access to Emergency Service Providers and Emergency Services	<input type="checkbox"/>
5.2.7 Out-of-Network Access	<input type="checkbox"/>
5.2.8 Specific Requirements for Access to Programs and Covered Services	<input type="checkbox"/>
5.2.9 Network and Access Changes to Covered Services	<input type="checkbox"/>
5.2.10 Access Rights	<input type="checkbox"/>
5.2.11 Cultural and Linguistic Programs and Committees	<input type="checkbox"/>
5.2.12 Continuity of Care	<input type="checkbox"/>
5.2.13 Network Reports	<input type="checkbox"/>
5.2.14 Site Review	<input type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
5.3 Scope of Services	
5.3.1 Covered Services	<input type="checkbox"/>
5.3.2 Medically Necessary Services	<input type="checkbox"/>
5.3.3 Initial Health Appointment	<input type="checkbox"/>
5.3.4 Services for Members less than 21 Years of Age	<input type="checkbox"/>
5.3.5 Services for Adults	<input type="checkbox"/>
5.3.6 Pregnant and Postpartum Members	<input type="checkbox"/>
5.3.7 Services for All Members	<input type="checkbox"/>
5.3.8 Investigational Services	<input type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
5.4 Community Based Adult Services (CBAS)	
5.4.1 Covered Services	<input type="checkbox"/>
5.4.2 Coordination of Care	<input type="checkbox"/>
5.4.3 Required Reports for the CBAS Program	<input type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
5.5 Mental Health and Substance Use Disorder Benefits	
5.5.1 Mental Health Parity Requirements	<input type="checkbox"/>
5.5.2 Non-specialty Mental Health Services and Substance Use Disorder Services	<input type="checkbox"/>
5.5.3 Non-specialty Mental Health Services Providers	<input type="checkbox"/>
5.5.4 Emergency Mental Health and Substance Use Disorder Services	<input type="checkbox"/>
5.5.5 Mental Health and Substance Use Disorder Services Disputes	<input type="checkbox"/>

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
5.6 MOUs and Agreements with Third Parties	
5.6.1 MOUs with Third-Party Entities and County Programs	
5.6.2 MOU Requirements	
5.6.3 MOU Oversight and Compliance	

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
6.0 Emergency Preparedness and Response	
6.1 General Requirement	
6.2 Business Continuity Emergency Plan	
6.3 Member Emergency Preparedness Plan	
6.4 California's Standardized Emergency Management System	
6.5 Reporting Requirements During an Emergency	
6.6 DHCS Emergency Directives	

Contractual Requirements	Delegated to Subcontractor
Exhibit A, Attachment III	
7.0 Operations Deliverables and Requirements	<input type="checkbox"/>

Contractual Requirements		Delegated to Subcontractor
Exhibit E		
1.0	Program Terms and Conditions	
1.1	Governing Law	<input type="checkbox"/>
1.2	DHCS Guidance	<input type="checkbox"/>
1.3	Contract Interpretation	<input type="checkbox"/>
1.4	Assignments, Mergers, Acquisitions	<input type="checkbox"/>
1.5	Independent Contractor	<input type="checkbox"/>
1.6	Amendment and Change Order Process	<input type="checkbox"/>
1.7	Delegation of Authority	<i>(1) Must not be delegated</i>
1.8	Authority of the State	<input type="checkbox"/>
1.9	Fulfillment of Obligations	<input type="checkbox"/>
1.10	Obtaining DHCS Approval	<input type="checkbox"/>
1.11	Certifications	<input type="checkbox"/>
1.12	Notices	<input type="checkbox"/>
1.13	Term	<input type="checkbox"/>
1.14	Service Area	<input type="checkbox"/>
1.15	Contract Extension	<input type="checkbox"/>
1.16	Termination	<input type="checkbox"/>
1.17	Phaseout Requirements	<input type="checkbox"/>
1.18	Indemnification	<input type="checkbox"/>
1.19	Sanctions	<input type="checkbox"/>
1.20	Liquidated Damages	<input type="checkbox"/>
1.21	Contractor's Dispute Resolution Requirements	<input type="checkbox"/>
1.22	Inspection and Audit of Records and Facilities	<input type="checkbox"/>
1.23	Confidentiality of Information	<input type="checkbox"/>
1.24	Pilot Projects	<input type="checkbox"/>

Contractual Requirements		Delegated to Subcontractor
1.25	Cost Avoidance and Post-Payment Recovery (PPR) of Other Health Coverage (OHC)	<input type="checkbox"/>
1.26	Third-Party Tort and Workers' Compensation Liability	<input type="checkbox"/>
1.27	Litigation Support	<input type="checkbox"/>
1.28	Equal Opportunity Employer	<input type="checkbox"/>
1.29	Federal and State Nondiscrimination Requirements	<input type="checkbox"/>
1.30	Discrimination Prohibitions	<input type="checkbox"/>
1.31	Small Business Participation and Disabled Veteran Business Enterprises (DVBE) Reporting Requirements	<input type="checkbox"/>
1.32	Conflict of Interest Avoidance Requirements	<i>(1) Must not be delegated</i>
1.33	Guaranty Provision	<input type="checkbox"/>
1.34	Priority of Provisions	<input type="checkbox"/>
1.35	Miscellaneous Provision	<input type="checkbox"/>