Medi-Cal Waiver Program (MCWP)
Scope of Work (SOW)
CY 2026-2029

1. Service Overview

The California Department of Public Health (CDPH) works to protect the public's health in the Golden State and helps shapes positive health outcomes for individuals, families and communities and to advance the health and well-being of California's diverse people and the communities. The Contractor (Waiver Agency) agrees to provide the following services as described herein.

This Department of Health and Human Services (HHS) Centers for Medicare and Medicaid Services (CMS) approved Home and Community-Based Services (HCBS) Medi-Cal Waiver Program (MCWP) Waiver is authorized by §1915(c) of the Social Security Act. California Health and Safety Code (HSC) §131019 designates CDPH/OA as the lead agency responsible for coordinating state programs, services, and activities related to Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS).

The purpose of the MCWP is to provide enhanced case management and direct care services to people living with HIV (PLWH) as an alternative to nursing facility care or hospitalization. The Waiver Agency shall administer the MCWP by providing case management that incorporates a collaborative interdisciplinary team approach consisting of a Nurse Case Manager (NCM), Social Work Case Manager (SWCM), the participant, the participant's legal representative, their primary care provider, family members, caregivers, and other service providers. Both CDPH/OA and the Waiver Agency shall ensure that MCWP administration complies with all applicable federal and state laws, rules, and regulations.

2. Service Location

The services shall be performed at applicable sites and locations within the Waiver Agency's service area.

3. Service Hours

The services shall be provided during normal Waiver Agency working hours, Monday through Friday, excluding official state holidays.

4. Project Representatives

The project representative during the term of this agreement is the OA Special Programs Section Chief.

5. Services to be Performed

Contractor shall perform the following services for participants that are either referred to the Waiver Agency, or are interested in receiving MCWP services:

A. Ensure MCWP eligibility requirements are met and documented in the participant record prior to requesting MCWP enrollment from CDPH/OA :

   i. Confirm written diagnosis of HIV or AIDS through obtaining either an HIV positive lab result (antibody test, qualitative HIV detection test, or detectable viral load) or any of the following documents completed and signed by the participant's primary care provider, physician, or licensed health care provider:
      a. Letter of diagnosis on the provider's letterhead with the National Provider Identifier (NPI) number or California license number
      b. AIDS Drug Assistance Program Diagnosis Form (CDPH 8440)
      c. *Centers for Disease Control (CDC) Classification Systems for HIV in Children under 13 Years of Age* (MCWP 6) form (for pediatric participants under 13 years of age only)

   ii. Verify Medi-Cal full benefits coverage through review of the appropriate Aid Code using the California Medicaid Information Management System (CA-MMIS) and the most current Department of Health Care Services (DHCS*) Aid Codes Master Chart*.

   iii. Screen for private health insurance and any other payment sources for services through completion of the *Cost Avoidance* (MCWP 12) form and *Resource Evaluation* (MCWP 8) form.

   iv. Confirm that their home is safe for Waiver Agency case managers, direct care service providers, and the participant by completing the *Home Environment Assessment* (MCWP 9) form.

   v. Confirm that there is no current enrollment in another HCBS Waiver program or in the Program of All-Inclusive Care for the Elderly (PACE).

   vi. Establish that their health status consistent with receiving in-home services and qualifying them to meet Nursing Facility Level of Care (NF LOC) as defined in Title 22 of the California Code of Regulations, Sections 51334 and 51335 by determining the participant has a Cognitive Functional Ability (CFA) score of 60 or below through comprehensive face-to-face in-home or in-hospital assessments using the mandatory OA-provided forms: the NCM completes the *Nursing Assessment (HCBS 1050)* and the SWCM completes the *Psychosocial Assessment (HCBS 1060)*.

B. Complete the *MCWP Enrollment (MCWP 3)* form and request MCWP enrollment by securely submitting to CDPH/OA the MCWP 3, HCBS 1050, and HCBS 1060 forms for the federally mandated, state-level NF LOC review and certification process. Submit the comprehensively completed NF LOC

packages no later than 15 calendar days after assessment completion. The date that the NF LOC package is submitted to CDPH/OA is the date that is used for the participant MCWP enrollment date in CA-MMIS. Enrollments will not be backdated prior to this date received.

For participants that are officially enrolled by CDPH/OA into MCWP, the Waiver Agency must:

C. Inform them about their rights by completing all requirements in Provision 8A-G of this agreement prior to providing enhanced case management.

D. Assist with nursing facility or hospital discharge to ensure the successful transition to their home and into MCWP, if applicable.

E. Assign a NCM and SWCM team, following the staffing ratios as specific in Exhibit A, Provision 9E of this agreement.

F. Provide enhanced case management in accordance with this contract and the §*1915(c) HCBS MCWP Waiver*, incorporated by reference as stated in Exhibit E, Provision 4 of this agreement.

G. Provide at minimum a monthly contact and a quarterly face-to-face visit to assess ongoing risk and mitigation, monitor for health and safety, assess satisfaction with MCWP services, and document in the progress notes and participant record.
    i. If NCM and SWCM do not follow the minimum requirement to work with the participant at least monthly, then the Waiver Agency is not permitted to bill Medi-Cal for the monthly Case Management, DHCS-established Healthcare Common Procedure Coding System (HCPCS) T2022 service fee and the Waiver Services Not Otherwise Specified (HCPCS T2025) service fee also known as Administrative Expenses
    ii. If the participant chooses to receive monthly contacts through the permanent telehealth service delivery option, all the requirements as stated in Exhibit A, Provision 5 of this agreement, must still be met.
    iii. If the participant cannot be reached, then the NCM and SWCM must document the contact attempts. After the second non-successful attempt, the Waiver Agency must proceed with informing participant following the ten-day Notice of Action process as stated in Exhibit A, Provision 8G of this agreement.

H. Develop and maintain for each participant a Participant-Centered Service Plan (PCSP) that is based on the comprehensive face-to-face in-home or in-hospital assessments, and includes documentation demonstrating that:
    i. The participant and/or participant's legal representative was provided the opportunity to add input during PCSP development, including

stated goals, desired outcomes, and a choice of direct care service providers to the extent available in the Waiver Agency service area.

ii. All health and safety risk factors are assessed and communicated effectively to the participant and/or the participant's legal representative.
iii. Any critical events or incidents alleged or otherwise are assessed, reported, and monitored as stated in Exhibit A, Provision 7B of this agreement
iv. Needed services are detailed and include service type description, projected scope, amount, duration, and frequency.
v. Stated goals are monitored at least monthly for progress.
vi. Revisions are documented and align with the changing needs of the participant, supported by case management notes.

I. Seek reimbursement from all other funding sources prior to billing MCWP and document all cost avoidance activities in the participant record.

J. Coordinate the provision of direct care services as stated in the PCSP and defined in the *DHCS Medi-Cal Waiver Program Provider Manual*, incorporated by reference as stated in Exhibit E, Provision 4 of this agreement:
    - Attendant care (services of home health/hospice aide in home health or hospice settings)
    - Homemaker services
    - Psychotherapy
        - Psychotherapy
        - Family Psychotherapy (without the patient present)
        - Family Psychotherapy (conjoint psychotherapy) (with patient present)
    - Direct skilled nursing
        - Services of a Registered Nurse (RN) in a home health or hospice setting
        - Services of a Licensed Vocational Nurse (LVN) in a home health or hospice setting
    - Non-medical transportation (NMT)
    - Specialized medical equipment and supplies
    - Minor physical adaptations to the home
    - Home delivered meals/nutritional supplements, including preparation
    - Nutritional counseling, dietician visit
    - Specialized childcare

K. Hold Interdisciplinary Team Case Conferences (IDTCCs) at least quarterly or more frequently if there are significant changes to the participant's needs or

condition. IDTCCs can be completed at the same time as the quarterly participant face-to-face contact that is required.

L. Ensure participants are eligible for the MCWP on an ongoing basis and document eligibility in the participant record through monthly verification of Medi-Cal full benefits coverage and annual reassessments through completion all assessments stated in Exhibit A, Provision 5 of this agreement.

6. Program Administration

A. Implement a Quality Assurance/Quality Improvement (QA/QI) program to continually evaluate and improve the quality of services provided, maintain a QA/QI committee to plan, implement, and oversee QA/QI activities, submit the QA/QI plan and results to CDPH/OA annually including, but not limited to: internal participant record reviews, participant satisfaction surveys, and all participant grievances, disenrollments, and critical incidents including mitigation efforts.

B. Develop policies and procedures detailing all elements required for MCWP administration, including but not limited to security safeguards for onsite and remote access, Information Technology assets with all standards as stated in Exhibit G of this agreement.

C. Ensure compliance with all Electronic Visit Verification (EVV) requirements pursuant to Social Security Act (SSA) Subsection (l) Section 1903 (42 U.S.C. 1396b), and the California EVV (CalEVV) Program for Personal Care Services (PCS) Attendant Care (HCPCS G0156) and Homemaker Services (HCPCS S5130) and Home Health Care Services (HHCS) Direct Skilled Nursing Services (HCPCS G0299 and G0300), including but not limited to: verifying that all new or ongoing entities providing these services to MCWP participants are properly registered in the CalEVV Provider Self-Registration Portal with accurate NPI, have completed the CalEVV training, are using CalEVV for all in-home visits with accurate participant Wavier ID numbers, and are matching claims in CalEVV. Verify that the CalEVV claims matched align with the services on the PCSP, that the services billed have been provided, and that the rate billed does not exceed the Medi-Cal rates set forth in Exhibit B, Provision 1Cof this agreement.

D. Ensure compliance with all applicable provisions of the *CMS Ensuring Access to Medicaid Services Final Rule of CMS-2442-F* (*Access Rule*) including but not limited to following the new HCBS requirements for grievances and critical incidents, managing waiting lists, developing PCSPs, collecting additional data elements, and revising performance reporting to increase data standardization and accountability improving MCWP participant quality of care and access.

E. Ensure compliance with all telehealth service delivery and documentation requirements in the CMS-Approved *HCBS 1915(c) MCWP Waiver Telehealth Amendment (CMS Control Number CA-0183.R06.02)*, California Welfare and Institutions Code section 14132.725, and CDPH/OA *All Project Directors' Letter (APDL) 24-01* for Psychotherapy, Enhanced Case Management, and Nutritional Counseling. Participants can only receive telehealth for these specific services if they request the telehealth service delivery option first and then the case managers determine that it is clinically appropriate as there are

no health and safety concerns present that may require in-person care and the participant needs can be met remotely. All required MCWP assessments and any forms requiring participant signature are still completed face-to-face in the participant's home or hospital facility.

F. Ensure that Waiver Agency staff attend and participate in any state or federally mandated meetings, training, or webinars.

G. Provide all requested documentation to CDPH/OA, DHCS, or CMS for Program Compliance Reviews (PCRs). Review the Summary of Findings Report from CDPH/OA and develop and submit within 60 days a Corrective Action Plan (CAP) that addresses all findings identified.

H. Sign up for the DHCS' Medi-Cal Subscription Service (MCSS) to receive Medi-Cal news updates for Medi-Cal providers. Review MCWP-specific emails for urgent announcements and other updates.

I. Review the *DHCS Medi-Cal Waiver Program Provider Manual* and Provider Bulletins for MCWP, which outline Medi-Cal coverage and reimbursement policies.

J. Obtain written approval from CDPH/OA before allowing research or evaluation of existing data (such as participant records).

K. Obtain written approvals from CDPH/OA and the Committee for the Protection of Human Subjects before allowing research or evaluation involving clients (for example, through face-to-face or telephone interviews, or questionnaires in person or by mail). Forms for informed consent and release of information must be available and signed prior to implementation of any research or evaluation.

7. Data Collection and Reporting

The Waiver Agency must:

A. Ensure that all required MCWP forms are completed comprehensively, using the required templates at the minimum required frequency and maintained in the participant record as detailed in Exhibit A, Appendix 1 of this agreement.

B. Ensure that case managers after receiving information of any alleged or actual critical events or incidents of abuse (verbal, sexual, physical, or mental), neglect, incidents posing an imminent danger to participants, fraud or exploitation (including misuse of participant's funds and/or property), or an unsafe environment report it pursuant to mandated reporting requirements under California Welfare and Institutions Code Section 15630(b)(1)) to the local Child Protective Services (CPS)/Adult Protective Services (APS) and

law enforcement as indicated below. Local county APS/CPS and law enforcement agencies are responsible for investigating and resolving events. Ensure case managers provide ongoing monitoring of incidents, resolution strategies and outcomes and document in the participant's assessments, progress notes and PCSP and report to CDPH/OA through progress reports as stated in Exhibit A, Provision 7C of this agreement.

Situation Involving	Contact Local County Agencies	Telephone Report	Written Report
Children under 18 years of age	Child Protective Services (CPS), law enforcement agency (sheriff, police), probation departments, welfare departments	Immediately	36 hours
Elder adults (60 years and older) and dependent adults (18-59 who are disabled)	Adult Protective Services (APS) and law enforcement agency	Immediately or as soon as possible	2 business days

C. Use the mandatory OA-provided progress report template to complete and submit all required data elements to CDPH/OA timely, including but not limited to: staff licensing, training, education; participants served in each county each month, participant grievances, critical events or incidents, mitigation efforts, and outcomes; suspicious deaths and a comprehensive list of subcontractors.

Progress Reports Required	Reporting Period	Deadline *or earlier if requested*
Mid-Year Progress Report*	January 1 – June 30	July 30th
Year-End Progress Report	July 1 – December 31	January 30th

**Include annual QI/QA plan and participant satisfaction survey results*

D. Ensure that responses to CMS, DHCS, or CDPH/OA requests for information are accurate, complete, and received by the specified deadline.

E. Manually enter or import demographic, eligibility, enrollment, and service data for MCWP participants in the OA-care data system as required.

8. Participant Informing

The Waiver Agency must inform MCWP participants of their rights through completing the following for each applicable MCWP form: explain the content to participants, ensure participants acknowledge they understand their rights by having them write their signature and the date during an in-person face-to-face visit, maintain the original in the participant record, and provide the signed copy to the participant:

A. Their right to choose to participate in MCWP through the mandatory OA-provided *MCWP Informed Consent/Agreement to Participate* (MCWP 1) form.

B. The requirement for written authorization(s) to exchange confidential information through the *Authorization to Exchange Confidential Information* (MCWP 16) form in accordance with California Civil Code (CCC), Part 2, Section 56.

C. Their case management rights including but not limited to their right to file a grievance on adverse actions taken by the Waiver Agency through the MCWP Client Rights in Case Management (MCWP 2) form and the *State Fair Hearing Request* (HCBS 1070) form.

D. The limits on MCWP services and the annual calendar-year cap consistent with the *DHCS Medi-Cal Waiver Program Provider Manual,* noting that the Administrative Expenses do not apply to the annual cap.

E. Their choice of and how to obtain additional information about selecting among three qualified providers for each direct care service in their PCSP.

F. The requirement that the NCM and SWCM are mandated reporters and must identify and report any suspected critical events or incidents of abuse (verbal, sexual, physical, or mental), neglect, or incidents posing an imminent danger to the MCWP participant, fraud or exploitation (including misuse of participant's funds and/or property), or an unsafe home environment. The process and method for how to self-report abuse, neglect, and exploitation.

G. Any Waiver Agency decision to deny, reduce, or discontinue MCWP services through providing the participant with *Home and Community-Based Services Notice of Action* (HCBS 1070) form, including the reason for the action and their right to request a State Fair Hearing to appeal the decision through the *State Fair Hearing Request* (HCBS 1070) form. Ensure they are provided with the minimum required ten-day advance notice before any action is taken.

H. Should this contract be cancelled or terminated (see Exhibit D, Provision 14), the Waiver Agency must complete the *Home and Community-Based Services*

Notice of Action (HCBS 1070) form for every participant enrolled in MCWP at the Waiver Agency, and work with CDPH/OA on a transition plan for clients.

9. Staffing

The Waiver Agency must:

A. Employ a qualified Project Director (PD) to: provide oversight of this agreement, serve as the Waiver Agency primary representative, administer the MCWP, and ensure overall compliance with the terms of this agreement and all state and federal requirements of the HCBS MCWP Waiver. Notify CDPH/OA when there is any change in the assigned PD.

B. Ensure that Waiver Agency, PD, NCM, SWCM, or any other person or entity affiliated with the Waiver Agency, do not provide any direct care services to MCWP participants as this is a conflict of interest. If CDPH/OA becomes aware of a known or suspected conflict of interest, the Waiver Agency will be given an opportunity to submit additional information or to resolve the conflict. A Waiver Agency with a suspected conflict of interest will have five working days from the date of notification of the conflict by CDPH/OA to provide information regarding the suspected conflict. CDPH/OA may, at its discretion upon receipt of a written request from the Waiver Agency, authorize an extension of the timeline indicated herein.

C. Provide to CDPH/OA the resume, California licensure, and academic credentials proof for review and approval prior to the employment of a new NCM or SWCM.

D. Employ professional staff, qualified by education and experience, including:
    i. Nurse Case Manager (NCM)
        a. Registered Nurse (RN) licensed by the State of California, with two years' experience as an RN, with at least one year in community nursing.
        b. A Bachelor of Science degree in Nursing (BSN) and/or Public Health Nurse certificate is desirable, but not mandatory.
    ii. Social Worker Case Manager (SWCM)
        a. Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist, or Psychologist licensed by the State of California, or
        b. Minimum of a bachelor's degree in Social Work, Psychology, Counseling, Rehabilitation, or Sociology and one year of experience in clinical case management.

E. Maintain appropriate staffing standards and staff to participant ratios to carry out the requirements of this agreement, including:

- One full-time equivalent NCM, and
- One full-time equivalent SWCM for no more than 55 participants.

F. Ensure that each year the PD, NCM, and SWCM complete and follow the requirements of the following training areas:
   i. HIPAA Privacy and Security Training such as the DHCS *HIPAA Privacy and Security Training for Healthcare Accounts Course (NH107CB)* on the Medi-Cal Learning Portal
   ii. Critical Incidents Training such as the *CMS Incident Management 101* or the *Incident Management Systems and Critical Incident Reporting* recorded training, and:
      a. Child Protective Services (CPS) reporting training such as the California Department of Social Services (CDSS) and Office of Child Abuse Prevention (OCAP) *Child Abuse Mandated Reporter Training* on the CA Mandated Reporting Website
      b. Adult Protective Services (APS) reporting training such as the CDSS *Mandated Reporting – Elder and Dependent Adult Abuse and Neglect in California* training on the CDSS website
   iii. HIV/AIDS Training such as the HealthHIV HIV 101: Introduction to HIV/AIDS, the HIV 101 Training from the Southeast (SE) AIDS Education and Training Center (AETC), or The National HIV Curriculum HIV Course Modules from the University of Washington AETC.

G. Maintain a system to verify on an ongoing basis that Waiver Agency NCMs and SWCMs are eligible to provide services and meet all licensing requirements, including but not limited to: cross-referencing the DHCS *Medi-Cal Suspended and Ineligible Provider List (S&I List*) and the Health and Human Services (HHS) Federal Office of Inspector General (OIG) *List of Excluded Individuals/Entities* to ensure they are not suspended, excluded, or deemed ineligible.
   i. If the Waiver Agency staff is no longer eligible to provide services, follow the policies required and do not submit Medi-Cal claims.

10. Fiscal

The Waiver Agency must:

A. Ensure adequate separation of duties between fiscal and case management staff to avoid real or apparent conflict(s) of interest, to the extent possible based on the Waiver Agency staffing structure.

B. Track and monitor services ordered, delivered, and billed. Maintain adequate fiscal, PCSP, and participant record documentation to support the appropriateness of expenditures under the terms of this agreement, including

the signed documentation from participants for services received and to ensure the annual cap per participant per calendar year is not exceeded. If the appropriateness of expenditures cannot be determined due to nonexistent or inadequate Waiver Agency records according to generally accepted accounting principles, the questionable cost(s) shall be disclosed to the DHCS Auditor and disallowed by DHCS, subject to fiscal recovery and repayment by the Waiver Agency. If expenditures are disallowed under this paragraph, the Waiver Agency has a right to appeal. Ensure documentation is provided to CDPH/OA for review as requested.

C. Track and monitor vouchers given to participants for transportation services (such as gas cards, taxi tokens, bus tickets/passes), nutritional supplements, or home-delivered meals, that include: the participant name, staff person who distributed the voucher, date of the disbursement, voucher dollar amount, voucher serial number, and participant signature indicating that the participant utilized the voucher.

D. Reimburse subcontractors within 30 calendar days of receiving payment from DHCS.

E. Comply with all the established standards set forth in 2 CFR 200 *et seq*., 2 CFR *et seq*. for state and local governments and non-profit/for-profit organizations per Exhibit F, Provision 12 of this agreement.

F. Complete and submit to CDPH/OA an annual Single Audit in accordance with the requirements specified in Exhibit F, Provision 12 of this agreement.

G. Maintain all participant records according to the terms and conditions related to audit and record retention requirements listed in Exhibit F, Provision 13 of this agreement.

H. Contact DHCS CA-MMIS and DHCS Fiscal Intermediary Telephone Service Center for Medi-Cal billing and claim assistance, including but not limited to questions or issues with paper claim submission, electronic claim submission, Treatment Authorization Requests (TARs and electronic-TARs, or eTARs), and reimbursement.

11. Subcontracts

The Waiver Agency must:

A. Develop a standardized subcontractor solicitation and selection process that is based on equitable criteria, provides adequate public notice, and screens out potential subcontractors that are not qualified to provide the needed services and/or not willing to take the approved Medi-Cal rates.

B. Cross-reference both the monthly *DHCS S&I List* and the *HHS/OIG List of Excluded Individuals/Entities* to identify ineligible providers to ensure avoidance of entering a contract with and submitting claims for an individual or entity that is suspended, sanctioned, or excluded.

C. Ensure that the subcontractor is not any person or entity employed at or affiliated with the Waiver Agency, as they are prohibited from providing direct care services to MCWP participants due to conflicts of interest requirements.

D. Ensure subcontractor staff meet all licensing and certification requirements both prior to subcontracting and if selected, on an ongoing basis.

E. Ensure that the subcontract is signed by both the Waiver Agency and subcontractor before MCWP services are provided to participants. The State assumes no obligation of payment for services rendered if a valid contract does not exist between the Waiver Agency and subcontractor. Subcontracts are subject to OA review and/or approval.

F. Subcontract with a minimum of three qualified providers for each service to allow the participants a choice for each service in the PCSP.

G. Pay subcontractors the actual rate charged for services, up to the maximum allowable reimbursement rate established for each MCWP service procedure code as stated in the *DHCS Medi-Cal Waiver Program Provider Manual, MCWP Billing Codes and Rates*. Under no circumstances can the Waiver Agency subsidize or augment the reimbursement with other funding sources or pay subcontractors more than the maximum allowable rate.

H. Contact CDPH/OA if qualified services providers cannot be identified or secured in the service area. If the Waiver Agency has the capacity to provide the direct care services in-house they may submit a written exemption request to CDPH/OA using the mandatory OA-provided *Exemption to Provide Direct Care Services* form and include staff qualifications, description of good faith effort demonstrating attempts to locate and secure other qualified providers, including outreach efforts, solicitation methods, and reasons for the inability to secure subcontracts within the Waiver Agency service area.

CDPH/OA will review the request and may grant the Waiver Agency a temporary written exemption to provide these services.

I. Ensure that all subcontractors comply with the CalEVV requirements as stated in Exhibit A, Provision 6C of this agreement.

J. In addition to the terms and conditions related to subcontracting requirements as stated in Exhibit D, Provision 3 of this agreement, subcontracts must also include the following elements:
    i. Terms: subcontract start and end dates, methods of amendment and termination.
    ii. Scope of Work: subcontractor responsibilities and services to be performed, including but not limited to:
        a. List of all MCWP services with a detailed description of eligible activities,
        b. The agreed-on rates, which cannot exceed the maximum allowable reimbursement rate established for each MCWP service HCPCS code as stated in the *DHCS MCWP Billing Codes and Rates*
        c. The billing and payment schedule requirements including that subcontractors must bill the Waiver Agency withing 30 calendar days of providing the service to MCWP participants.
    iii. Licensing requirements: subcontractor is required to ensure maintenance of current and required licensure for each service, or the contract can be terminated by the Waiver Agency immediately.
    iv. Training requirements: subcontractor is required to take the same training courses that the Waiver Agency must take as listed in Exhibit A, Provision 9F of this agreement
    v. HIPAA provisions: must follow all Privacy and Security requirements and obtain signed Confidentiality Statements from each staff member.
    vi. CalEVV requirements: if subcontractor provides PCS or HHCS services subject to CalEVV, subcontractor is required to properly register in the CalEVV Provider Self-Registration Portal with accurate NPI and correct MCWP Agency, complete the CalEVV training, use CalEVV for all in-home visits with accurate participant Wavier ID numbers, and match claims in CalEVV.
    vii. Other provisions: subcontractor is responsible for compliance with new CMS, DHCS, or CDPH MCWP requirements as details are released, including but not limited to the Access Rule

K. Reimburse the subcontractor within 30 calendar days after receiving reimbursement from DHCS.

12. CDPH/OA RESPONSIBILITIES

CDPH/OA will:

A. Evaluate Waiver Agency enrollment requests by completing state-level review of NF LOC qualifications as defined in Title 22 of the California Code of Regulations, Sections 51334 and 51335 through analysis that CFA is at or below 60 and is supported through documentation on in-home or in-hospital Nursing Assessment (HCBS 1050) and Psychosocial Assessment (HCBS 1060).
    i. For NF LOC denials: notify Waiver Agencies with denial reasons.
    ii. For NF LOC approvals: enroll MCWP participants into CA-MMIS using the date that the NF LOC package was submitted to CDPH/OA as the enrollment date and provide new Waiver ID to Waiver Agency.

B. Develop and distribute progress report templates to Waiver Agency.
    i. Review mid-year and year-end Waiver Agency progress reports and compile data for submission to DHCS and CMS through the annual 372 report, evidentiary report, and other state and federal reporting as required.

C. Develop and distribute APDLs to further operationalize MCWP and inform Waiver Agencies of any changes in program requirements or administration.

D. Conduct Waiver Agency PCRs as needed, including but not limited to reviewing participant records and samples of paid claims data cross-referenced with PCSP and participant nursing and psychosocial assessments to determine if the Waiver Agency properly documented, ordered, delivered, and accurately billed MCWP services.
    i. Develop and provide a Summary of Findings Report with identification of findings and concerns to Waiver Agency within 30 days of the PCR.
    ii. Review and approve the Waiver Agency Corrective Action Plan.

E. Provide orientation, training, and technical assistance to Waiver Agencies as needed.

Medi-Cal Waiver Program (MCWP)
Scope of Work (SOW)
CY 2026-2029

Appendix 1: MCWP Forms

Form Name	Form Number	Requirement	Frequency
ADAP Diagnosis Form	CDPH 8440	Optional – See 5Aii for other options	Prior to enrollment
CDC Classification System for HIV in Children under 13 Years of Age	MCWP 6	Mandatory for pediatric participants under 13 only	Prior to enrollment
MCWP Nursing Assessment (includes Cognitive and Functional Ability Scores)	HCBS 1050	Mandatory	Prior to enrollment and annually or more often if needed
MCWP Psychosocial Assessment (includes Cognitive and Functional Ability Scores)	HCBS 1060	Mandatory	Prior to enrollment and annually or more often if needed
Home Environment Assessment	MCWP 9	Sample*	Prior to enrollment and annually or more often if needed
Cost Avoidance	MCWP 12	Sample*	Prior to enrollment and annually or more often if needed
Resource Evaluation	MCWP 8	Sample *	Prior to enrollment and annually or more often as needed
CDPH/OA MCWP Enrollment Form	MCWP 3	Mandatory	Prior to enrollment – to CDPH/OA with assessment forms
Informed Consent/Agreement to Participate	MCWP 1	Mandatory	At the time of enrollment
Client Rights in Case Management	MCWP 2	Sample*	At the time of enrollment
Authorization to Exchange Confidential Information	MCWP 16	Sample*	At the time of enrollment
Participant Centered Service Plan	MCWP 14	Sample*	At the time of enrollment and annually or more often as needed

Medi-Cal Waiver Program (MCWP)
Scope of Work (SOW)
CY 2026-2029

Form Name	Form Number	Requirement	Frequency
Interdisciplinary Team Case Conference	MCWP 13	Sample*	Quarterly
Notice of Action (includes Request for a State Fair Hearing)	HCBS 1070	Mandatory	As needed – must be provided to participants 10 days before changing enrollment status or decreasing or discontinuing any PCSP services
CDPH/OA MCWP Disenrollment Form	MCWP 3	Mandatory	As needed – must complete 10-day NOA process first
Quality Improvement/Quality Assurance Guidelines	MCWP 15	Sample*	Annually to CDPH/OA with progress report
MCWP Progress Report (Mid-year and Year-end)	N/A	Mandatory	Bi-annually to CDPH/OA as specified

**Sample forms may be tailored to meet individual Waiver Agency needs only if the revised form still contains all original main section headings, which are required elements. While the subheadings within each main section heading are suggested elements, Waiver Agencies must ensure that documentation using a revised form version remains comprehensive and accurate.*