



Policy: HH.1104  
Title: **Discrimination Grievances**  
Department: Grievance and Appeals Resolution Services  
Section: Not Applicable

CEO Approval: /s/ Michael Hunn 09/12/2024

Effective Date: 06/01/2007

Revised Date: 09/01/2024

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

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## I. PURPOSE

To ensure that CalOptima Health, Health Networks, Providers, and Practitioners do not discriminate against Members in the provision of Covered Services, and that appropriate actions are taken to handle and report Discrimination Grievances in a timely manner.

## II. POLICY

A. CalOptima Health, a Health Network, Providers, and Practitioners shall comply with all applicable federal and state nondiscrimination requirements including, but not limited to:

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

B. CalOptima Health, a Health Network, Provider, or Practitioner shall not discriminate against a Member based on the following characteristics protected by federal and state nondiscrimination laws:

1. Sex;
2. Race;
3. Color;
4. Religion;
5. Ancestry;

6. National origin;
  7. Creed;
  8. Ethnic group identification;
  9. Age;
  10. Physical or mental disability;
  11. Medical condition;
  12. Genetic information;
  13. Marital status;
  14. Gender;
  15. Gender identity;
  16. Health status;
  17. Sexual orientation;
  18. Language;
  19. Identification with any other persons or groups defined in Penal Code section 422.56; or
  20. Health status requirements or requirements for health care services during enrollment, re-enrollment, or disenrollment.
- C. Discrimination on the grounds included in Section II.B. of this Policy, include but are not limited to:
1. Denying any Member any Covered Services or availability of a facility;
  2. Providing to a Member any Covered Services which is different, or is provided in a different manner or at a different time from that provided to other Members except where medically indicated;
  3. Subjecting a Member to segregation or separate treatment in any manner related to the receipt of any Covered Service;
  4. Restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any Covered Service, treating a Member different from others in determining whether he or she satisfied any admission, enrollment, quota, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any Covered Service;
  5. The assignment of times or places for the provision of services on the basis of the sex, race, color, religion, ancestry, national origin, creed, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, sexual orientation, or identification with any other persons or groups defined in Penal Code section 422.56 of the Member to be served;

6. Failing to make auxiliary aids available, or to make reasonable accommodations in policies, practices, or procedures when necessary to avoid discrimination on the basis of disability; and
  7. Failing to ensure meaningful access to programs and activities for limited English proficient Members and potential enrollees.
- D. For Grievances alleging discrimination, CalOptima Health shall designate a discrimination Grievance coordinator who is responsible for ensuring compliance with federal and State nondiscrimination requirements. CalOptima Health's discrimination Grievance coordinator must be available to:
1. Answer questions and provide appropriate assistance to CalOptima Health staff and Members regarding state and federal nondiscrimination legal obligations;
  2. Advise CalOptima Health staff about nondiscrimination best practices and accommodating persons and disabilities;
  3. Investigate Grievances alleging discrimination related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination laws; and
  4. Investigate and process any Americans with Disabilities Act (ADA), Section 504, Section 1557, and/or Government Code section 11135 Grievances received by CalOptima Health.
- E. CalOptima Health shall forward copies of all Medi-Cal Member and OneCare Member (involving Medi-Cal based services) Grievances alleging discrimination on the basis of any characteristic protected by federal or state nondiscrimination law to the Department of Health Care Services (DHCS) in accordance with Section III.C. of this Policy.
- F. All alleged acts of discrimination against any Member shall be treated as a Grievance and handled pursuant to CalOptima Health Policies HH.1102: Member Grievance, and MA.9002: Enrollee Grievance Process.
- G. CalOptima Health shall document all alleged acts of discrimination, and track and trend these occurrences.
- H. In addition to the reporting requirements outlined in Section III.C. of this Policy, CalOptima Health shall forward summaries of all Medi-Cal Member and OneCare Member (involving Medi-Cal based services) Grievances alleging discrimination to DHCS on a monthly basis, via the DHCS Monthly Grievance Report for review.
- I. CalOptima Health shall adopt procedures to ensure the prompt and equitable Resolution of Grievances alleging discrimination by CalOptima Health. CalOptima Health shall not require a Member or potential enrollee to file a Grievance alleging discrimination with CalOptima Health before filing with the DHCS Office of Civil Rights (OCR) or the U.S. Health and Human Services (HHS) Office for Civil Rights (OCR).
- J. CalOptima Health shall provide Nondiscrimination Notices in at least 12-point font that inform Members, potential enrollees, and the public about nondiscrimination, protected characteristics, and accessibility requirements in the Member Handbook/Evidence of Coverage, Member information, and all other information notices targeted to Members, potential enrollees, and the public. In addition, CalOptima Health shall post the Nondiscrimination Notices in conspicuous physical locations where CalOptima Health interacts with the public, as well as on CalOptima Health's website in a location that allows any visitor to the website to easily locate information.

- K. If CalOptima Health and/or one of its regulators determines that a person or entity has discriminated against a CalOptima Health Member and is not otherwise terminated from CalOptima Health or participation in its programs, CalOptima Health will require the specific person or entity to complete the non-discrimination portion of CalOptima Health's annual compliance training within sixty (60) calendar days of the final determination.
- L. CalOptima Health and its Health Networks shall provide culturally and linguistically appropriate notices of the Grievance Process to Members, including language assistance taglines and a notice of non-discrimination in compliance with the requirements set forth by the Department of Health Care Services (DHCS), and in accordance with CalOptima Health Policy DD.2002: Cultural and Linguistic Services.
- M. CalOptima Health is responsible for reaching out to and engaging Members who are identified to be eligible for Enhanced Care Management (ECM), in accordance with CalOptima Health Policy GG.1353: CalAIM Enhanced Care Management Service Delivery.

### **III. PROCEDURE**

- A. All Grievances alleging discrimination shall be forwarded to the discrimination Grievance coordinator to receive, investigate, respond and report to appropriate regulatory agency(ies), as applicable. When responding to Grievances alleging discrimination, CalOptima Health shall include the pre-approved nondiscrimination notices and language taglines that includes information about how to file a discrimination grievance directly with the Department of Health Care Services Office for Civil Rights or Department of Health and Human Services' Office for Civil Rights, as applicable.
- B. On a monthly basis, CalOptima Health's GARS Department shall prepare a DHCS Monthly Grievance Report for submission to the DHCS. The DHCS Monthly Grievance Report shall include any Medi-Cal Member and OneCare Member (involving Medi-Cal based services) Grievances alleging discrimination received during that month.
- C. Concurrent with or subsequent to the discrimination Grievance coordinator's investigation and review of the Grievances alleging discrimination, CalOptima Health's GARS Department shall forward any potential quality of care issues due to alleged discrimination to the Quality Improvement (QI) Department for review by CalOptima Health's Chief Medical Officer (CMO) or their Designee and any action deemed necessary under the quality review process.
- D. CalOptima Health shall forward detailed copies of all Medi-Cal Member and OneCare Member (involving Medi-Cal based services) Grievances alleging discrimination on the basis of any characteristic protected by federal or state nondiscrimination law to DHCS OCR email [DHCS.DiscriminationGrievances@dhcs.ca.gov](mailto:DHCS.DiscriminationGrievances@dhcs.ca.gov), within ten (10) calendar days of mailing a discrimination Grievance Resolution Letter to a Member. CalOptima Health must submit the following information in a secure format:
  - 1. The original Grievance alleging discrimination;
  - 2. The Provider's or other accused party's response to the Grievance;
  - 3. Contact information for the CalOptima Health personnel primarily responsible for investigating and responding to the Grievance;
  - 4. Contract information for the Member filing the Grievance and for the Provider or other accused party that is the subject of the Grievance;

5. All correspondence with the Member regarding the Grievance, including, but not limited to, the Grievance Acknowledgment Letter and Grievance Resolution Letter(s) sent to the Member; and
  6. The results of CalOptima Health's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation of discrimination.
- E. The written record of Discrimination Grievances shall be reviewed periodically by CalOptima Health's Governing Board, the Member Advisory Committee (MAC), Provider Advisory Committee (PAC), and the Chief Operating Officer (COO) or designee, all who have the authority to require corrective action. The review and recommendations of such shall be thoroughly documented.
- F. CalOptima Health GARS shall present to the Quality Improvement Health Equity Committee (QIHEC) on a quarterly basis any trends identified including those related to health inequities, implicit bias, and discrimination. GARS will update the QIHEC on any actions taken by the GARS Committee.

#### **IV. ATTACHMENT(S)**

Not Applicable

#### **V. REFERENCE(S)**

- A. CalOptima Health Contract for Health Care Services
- B. CalOptima Health Contract with the Department of Health Care Services (DHCS)
- C. CalOptima Health Policy DD.2002: Cultural and Linguistic Services
- D. CalOptima Health Policy GG.1353: CalAIM Enhanced Care Management Service Delivery
- E. CalOptima Health Policy HH.1102: Member Grievance
- F. CalOptima Health Policy MA.9002: Enrollee Grievance Process
- G. Department of Health Care Services All Plan Letter (APL) 20-017: Requirements for Reporting Managed Care Program Data (Supersedes APLs 14-013 (Revised) and 14-012)
- H. Department of Health Care Services All Plan Letter (APL) 21-004: Standards for Determining Threshold Languages, Nondiscrimination Requirements, and Language Assistance Services (Supersedes APL 17-011 and Policy Letters 99-003 and 99-004)
- I. Unruh Civil Rights Act
- J. Title VI of the Civil Rights Act of 1964
- K. Title IX of the Education Amendments of 1972
- L. The Age Discrimination Act of 1975
- M. Rehabilitation Act of 1973, as amended
- N. Americans with Disabilities Act of 1990, as amended
- O. Section 1557 of the Patient Protection and Affordable Care Act
- P. Title 42, United States Code (U.S.C.), §2000d
- Q. California Government Code §§7405 and 11135
- R. California Penal Code §422.56
- S. California Welfare & Institutions Code §14029.91

#### **VI. REGULATORY AGENCY APPROVAL(S)**

<b>Date</b>	<b>Regulatory Agency</b>	<b>Response</b>
06/10/2015	Department of Health Care Services (DHCS)	Approved as Submitted
12/13/2021	Department of Health Care Services (DHCS)	Approved as Submitted
09/05/2024	Department of Health Care Services (DHCS)	File and Use

**VII. BOARD ACTION(S)**

<b>Date</b>	<b>Meeting</b>	<b>Action</b>
05/05/2022	Regular Meeting of the CalOptima Board of Directors	Ratified Post-CEO Approval

**VIII. REVISION HISTORY**

<b>Action</b>	<b>Date</b>	<b>Policy</b>	<b>Policy Title</b>	<b>Program(s)</b>
Effective	06/01/2007	HH.1104	Complaints of Discrimination	Medi-Cal
Revised	01/01/2013	HH.1104	Complaints of Discrimination	Medi-Cal
Revised	03/01/2014	HH.1104	Complaints of Discrimination	Medi-Cal
Revised	05/01/2015	HH.1104	Complaints of Discrimination	Medi-Cal
Revised	06/01/2016	HH.1104	Complaints of Discrimination	Medi-Cal OneCare OneCare Connect
Revised	02/01/2018	HH.1104	Complaints of Discrimination	Medi-Cal OneCare OneCare Connect
Revised	10/01/2019	HH.1104	Complaints of Discrimination	Medi-Cal OneCare OneCare Connect
Revised	04/01/2022	HH.1104	Complaints of Discrimination	Medi-Cal OneCare OneCare Connect
Revised	12/01/2023	HH.1104	Complaints of Discrimination	Medi-Cal OneCare OneCare Connect
Revised	09/01/2024	HH.1104	Discrimination Grievances	Medi-Cal OneCare

## IX. GLOSSARY

Term	Definition
Acknowledgment Letter	A written statement acknowledging receipt of a Grievance.
Complaint	<p><u>Medi-Cal</u>: A complaint is the same as a Grievance. If CalOptima Health is unable to distinguish between a Grievance and an Inquiry, it must be considered a Grievance.</p> <p><u>OneCare</u>: Any expression of dissatisfaction to CalOptima Health, a Provider, or the Quality Improvement Organization (QIO) by a Member made orally or in writing. A Complaint may also involve CalOptima Health's refusal to provide services to which a Member believes he or she is entitled. A Complaint may be a Grievance or an Appeal, or a single Complaint could include both.</p>
Covered Services	<p><u>Medi-Cal</u>: Those health care services, set forth in W&amp;I sections 14000 et seq. and 14131 et seq., 22 CCR section 51301 et seq., 17 CCR section 6800 et seq., the Medi-Cal Provider Manual, the California Medicaid State Plan, the California Section 1115 Medicaid Demonstration Project, the contract with DHCS for Medi-Cal, and DHCS APLs that are made the responsibility of CalOptima Health pursuant to the California Section 1915(b) Medicaid Waiver authorizing the Medi-Cal managed care program or other federally approved managed care authorities maintained by DHCS.</p> <p>Covered Services do not include:</p> <ol style="list-style-type: none"> <li>1. Home and Community-Based Services (HCBS) program as specified in the DHCS contract for Medi-Cal Exhibit A, Attachment III, Subsections 4.3.15 (Services for Persons with Developmental Disabilities), 4.3.20 (Home and Community-Based Services Programs) regarding waiver programs, 4.3.21 (In-Home Supportive Services), and Department of Developmental Services (DDS) Administered Medicaid Home and Community-Based Services Waiver. HCBS programs do not include services that are available as an Early and Periodic Screening, Diagnosis and Treatment (EPSDT) service, as described in 22 CCR sections 51184, 51340 and 51340.1. EPSDT services are covered under the DHCS contract for Medi-Cal, as specified in Exhibit A, Attachment III, Subsection 4.3.11 (Targeted Case Management Services), Subsection F4 regarding services for Members less than twenty-one (21) years of age. CalOptima Health is financially responsible for the payment of all EPSDT services;</li> <li>2. California Children's Services (CCS) as specified in Exhibit A, Attachment III, Subsection 4.3.14 (California Children's Services), except for Contractors providing Whole Child Model (WCM) services;</li> <li>3. Specialty Mental Health Services as specified in Exhibit A, Attachment III, Subsection 4.3.12 (Mental Health Services);</li> <li>4. Alcohol and SUD treatment services, and outpatient heroin and other opioid detoxification, except for medications for addiction treatment as specified in Exhibit A, Attachment III, Subsection 4.3.13 (Alcohol and Substance Use Disorder Treatment Services);</li> <li>5. Fabrication of optical lenses except as specified in Exhibit A, Attachment III, Subsection 5.3.7 (Services for All Members);</li> </ol>

Term	Definition
	<p>6. Direct Observed Therapy for Treatment of Tuberculosis (TB) as specified in Exhibit A, Attachment III, Subsection 4.3.18 (Direct Observed Therapy for Treatment of Tuberculosis);</p> <p>7. Dental services as specified in W&amp;I sections 14131.10, 14132(h), 14132.22, 14132.23, and 14132.88, and EPSDT dental services as described in 22 CCR section 51340.1(b). However, CalOptima Health is responsible for all Covered Services as specified in Exhibit A, Attachment III, Subsection 4.3.17 (Dental) regarding dental services;</p> <p>8. Prayer or spiritual healing as specified in 22 CCR section 51312;</p> <p>9. Educationally Necessary Behavioral Health Services that are covered by a Local Education Agency (LEA) and provided pursuant to a Member's Individualized Education Plan (IEP) as set forth in Education Code section 56340 et seq., Individualized Family Service Plan (IFSP) as set forth in California Government Code (GC) section 95020, or Individualized Health and Support Plan (IHSP). However, CalOptima Health is responsible for all Medically Necessary Behavioral Health Services as specified in Exhibit A, Attachment III Subsection 4.3.16 (School-Based Services);</p> <p>10. Laboratory services provided under the State serum alpha-feto-protein-testing program administered by the Genetic Disease Branch of California Department of Public Health (CDPH);</p> <p>11. Pediatric Day Health Care, except for Contractors providing Whole Child Model (WCM) services;</p> <p>12. State Supported Services;</p> <p>13. Targeted Case Management (TCM) services as set forth in 42 USC section 1396n(g), W&amp;I sections 14132.48 and 14021.3, 22 CCR sections 51185 and 51351, and as described in Exhibit A, Attachment III, Subsection 4.3.11 (Targeted Case Management Services). However, if Members less than twenty-one (21) years of age are not eligible for or accepted by a Regional Center (RC) or a local government health program for TCM services, CalOptima Health must ensure access to comparable services under the EPSDT benefit in accordance with DHCS APL 23-005;</p> <p>14. Childhood lead poisoning case management provided by county health departments;</p> <p>15. Non-medical services provided by Regional Centers (RC) to individuals with Developmental Disabilities, including but not limited to respite, out-of-home placement, and supportive living;</p> <p>16. End of life services as stated in Health and Safety Code (H&amp;S) section 443 et seq., and DHCS APL 16-006; and</p> <p>17. Prescribed and covered outpatient drugs, medical supplies, and enteral nutritional products when appropriately billed by a pharmacy on a pharmacy claim, in accordance with DHCS APL 22-012.</p> <p><u>OneCare</u>: Those medical services, equipment, or supplies that CalOptima Health is obligated to provide to Members under the Centers of Medicare &amp; Medicaid Services (CMS) Contract.</p>
Department of Health Care Services (DHCS)	The single State Department responsible for administration of the Medi-Cal program, California Children Services (CCS), Genetically Handicapped Persons Program (GHPP), and other health related programs as provided by statute and/or regulation.



<b>Term</b>	<b>Definition</b>
Designee	A person selected or designated to carry out a duty or role. The assigned Designee is required to be in management or hold the appropriate qualifications or certifications related to the duty or role.
Governing Board	CalOptima Health's board of directors or a similar body, and/or its executive management, that has the authority to manage and direct CalOptima Health's affairs and activities, including, but not limited to, approving initiatives and establishing CalOptima Health's policies and procedures.
Grievance	<p><u>Medi-Cal</u>: Any expression of dissatisfaction about any matter other than an Adverse Benefit Determination (ABD), and may include, but is not limited to the Quality of Care or services provided, aspects of interpersonal relationships with a Provider or CalOptima Health's employee, failure to respect a Member's rights regardless of whether remedial action is requested, and the right to dispute an extension of time proposed by CalOptima Health to make an authorization decision. A complaint is the same as Grievance. An inquiry is a request for more information that does not include an expression of dissatisfaction. Inquiries may include, but are not limited to, questions pertaining to eligibility, benefits, or other CalOptima Health processes. If CalOptima Health is unable to distinguish between a Grievance and an inquiry, it must be considered a Grievance.</p> <p><u>OneCare</u>: An expression of dissatisfaction with any aspect of the operations, activities or behavior of a plan or its delegated entity in the provision of health care items, services, or prescription drugs, regardless of whether remedial action is requested or can be taken.</p>
Grievance Process	The process by which CalOptima Health and its Health Networks address and provide resolution to all Grievances.
Grievance Resolution Letter	A written statement explaining the disposition of a Grievance based on a review of the facts, relevant information, and documentation.
Health Network	A Physician Hospital Consortium (PHC), physician group under a shared risk contract, or health care service plan, such as a Health Maintenance Organization (HMO) that contracts with CalOptima Health to provide Covered Services to Members assigned to that Health Network.
Member	A Medi-Cal eligible beneficiary as determined by the County of Orange Social Services Agency, the California Department of Health Care Services (DHCS) Medi-Cal Program, or the United States Social Security Administration, who is enrolled in the CalOptima Health program.
Practitioner	A licensed independent practitioner including, but not limited to, a Doctor of Medicine (MD), Doctor of Osteopathy (DO), Doctor of Podiatric Medicine (DPM), Doctor of Chiropractic Medicine (DC), Doctor of Dental Surgery (DDS), Doctor of Psychology (PhD or PsyD), Licensed Clinical Social Worker (LCSW), Licensed Midwife (LM) Marriage and Family Therapist (MFT or MFCC), Nurse Practitioner (NP), Nurse Midwife, Physician Assistant (PA), Optometrist (OD), Registered Physical Therapist (RPT), Occupational Therapist (OT), or Speech and Language Therapist, furnishing Covered Services.
Provider	<p><u>Medi-Cal</u>: Any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is licensed or certified to do so.</p> <p><u>OneCare</u>: Any Medicare provider (e.g., hospital, skilled nursing facility, home health agency, outpatient physical therapy, comprehensive outpatient rehabilitation facility, end-stage renal disease facility, hospice, physician,</p>

<b>Term</b>	<b>Definition</b>
	non-physician provider, laboratory, supplier, etc.) providing Covered Services under Medicare Part B. Any organization, institution, or individual that provides Covered Services to Medicare members. Physicians, ambulatory surgical centers, and outpatient clinics are some of the providers of Covered Services under Medicare Part B.
Quality Improvement Health Equity Committee (QIHEC)	A committee facilitated by CalOptima Health's medical director, or the medical director's designee, in collaboration with the Health Equity officer, that meets at least quarterly to direct all Quality Improvement and Health Equity Transformation Program (QIHETP) findings and required actions.
Resolution	The grievance has reached a final conclusion with respect to the Member or Provider's submitted grievance.