	<b>Shasta County Health and Human Services Agency Mental Health Plan</b>	
	<b>Beneficiary Problem Resolution - Grievances</b>	No. 2013-04.4
		Issue Date: 04/2013
		Last Revised: 04/19/2023
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Author: Quality Management		

### Purpose / Background

This policy outlines the responsibilities of the Shasta County Mental Health Plan (MHP) to meet state and federal requirements for receiving and processing grievances regarding specialty mental health services (SMHS) provided to Medi-Cal beneficiaries by the Shasta County MHP.

### Scope

Applies to all specialty mental health services provided to Medi-Cal beneficiaries by Shasta County MHP staff and contracted providers. A beneficiary may file a grievance regarding any aspect of services provided by the MHP.


### Definitions:

- Grievance** – A beneficiary’s verbal or written expression of dissatisfaction about any matter other than an adverse benefit determination. Grievances may include, but are not limited to, the quality of care or services provided as well as all aspects of interpersonal relationships such as rudeness of a provider or employee, failure to respect the beneficiary’s rights regardless of whether remedial action is requested, and the beneficiary’s right to dispute an extension of time proposed by Shasta County MHP to make an authorization decision. There is no distinction between an informal and a formal grievance.
- Complaint** – The same as a formal grievance. A complaint will be considered a grievance unless it meets the definition of an adverse benefit determination. A beneficiary need not use the term “grievance” for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance. There is no distinction between an informal and formal grievance. If a beneficiary expressly declines to file a formal grievance, their complaint is nonetheless categorized and analyzed as a grievance.
- Exemption** – Any grievance that can be resolved to the beneficiary’s satisfaction by the close of the business day following the date of receipt is exempt from the requirement to send a written acknowledgement and disposition letter.

### Policy

A beneficiary or a provider and/or authorized representative may file a grievance at any time and may file a grievance either verbally or in writing.

Any beneficiary, or their representative who files a grievance, will be treated fairly and with respect. All staff persons who assist, review, and/or make the final decision(s) regarding a

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grievance will act professionally, without bias, and will demonstrate cultural and linguistic competence. Translation, interpretation, or low English proficiency services will be made available upon the request of the beneficiary.

Beneficiary grievances will have a resolution within 90 calendar days, unless an extension has been requested, which will provide an additional 14 calendar days. Resources will be available to meet all regulatory requirements associated with the Beneficiary Problem Resolution processes.

The MHP ensures that the beneficiary or authorized representative has adequate information about the MHP's Problem Resolution Process by taking at least the following actions:

- Include information describing the grievance process in the MHP's beneficiary handbook, which is provided to each beneficiary.
- Post notices explaining the grievance process at all MHP provider sites. Notices are readily available to beneficiaries.
- Have self-addressed forms that may be used to file grievances readily available to beneficiaries at all MHP provider sites without having to make a verbal or written request for the form.

For the grievance process, the MHP ensures the following:


A beneficiary may act on their own behalf or may authorize another person such as legal counsel, relative, friend or any other person to act on their behalf.

The beneficiary or their representative may receive assistance in the filing of their grievance, including assistance in writing the grievance, having their questions answered, and understanding the entire problem resolution process. The beneficiary may also request a Patients' Rights Advocate to help them with the process. They may also receive assistance with translations of grievance procedures, forms, as well as the MHP responses, as well as access to interpreters and auxiliary aids and services upon request.

The beneficiary will not be discriminated against for filing a grievance.

Procedures for grievance processes will maintain the confidentiality of beneficiaries.

No provision of the MHP's Beneficiary Problem Resolution process is construed to replace or conflict with the duties of county Patients' Rights Advocate.

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Any issues that are identified as a result of the grievance process will be presented to the Quality Improvement Committee (QIC), MHP Administration, or another appropriate body within the MHP for review, consideration, and policy/procedure recommendations as part of the Quality Improvement Program. If a beneficiary presents multiple issues, each issue will be addressed and resolved.

The individual making the final decision for the proposed resolution of a grievance or appeal will not have participated in any prior decisions related to the grievance or appeal.

The decision-maker will be a health care professional with clinical expertise in treating a beneficiary's condition if the grievance involves a clinical issue or the grievance is regarding a denial of an expedited resolution of an appeal.

Dedicated MHP clinicians will maintain a written record for each grievance received, tracking all regulatory elements.


For all grievances that do not meet an exemption (see definition above), the MHP will comply with all required forms, applicable Notices of Adverse Benefit Determination, and information materials, adhering to all mandated time frames and extension process requirements.

Processing Requirements:

A dedicated MPH clinician will provide the beneficiary with written acknowledgment of receipt of the grievance to be postmarked within five (5) calendar days of the receipt of the grievance. The acknowledgment letter will include the date of receipt, as well as the name, telephone number, and address of the MHP representative who the beneficiary may contact about the grievance.

The timeframe for the MHP to resolve a grievance must not exceed 90 calendar days from the day the MHP receives the grievance. The MHP complies with all the following resolution requirements:

- "Resolved" means that the MHP has reached a decision with respect to the beneficiary's grievance and notified the beneficiary of the disposition.
- The MHP will comply with the established timeframe of 90 calendar days for the resolution of grievances, except as noted below.
- The timeframe for resolving grievances related to disputes of the MHP's decision to extend the timeframe for making an authorization decision will not exceed 30 calendar days.

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- The MHP will use the approved Notice of Grievance Resolution (NGR) to notify beneficiaries of the results of the grievance resolution. The NGR will contain a clear and concise explanation of the MHP's decision.
- Federal regulations allow the MHP to extend the timeframe for an additional 14 calendar days if the beneficiary requests an extension or the MHP shows that there is need for additional information and how the delay is in the beneficiary's interest. The need for extension must meet DHCS satisfaction, upon request. If the resolution of a standard grievance is not reached within 90 calendar days as required, the MHP will provide the beneficiary with the applicable Notice of Adverse benefit Determination (NOABD) and include the status of the grievance and the estimated date of resolution, not exceeding 14 additional calendar days.
- If the MHP extends the timeframe not at the request of the beneficiary, it must complete all the following:
  - a) Give the beneficiary prompt verbal notice of the delay.
  - b) Within two calendar days of making the decision, give the beneficiary written notice of the reason for the decision to extend the timeframe and inform the beneficiary of the right to file a grievance if he/she disagrees with that decision.
  - c) Resolve the grievance no later than the date the extension expires.

Grievances received over the telephone or in-person by the MHP or a network provider of the MHP that are resolved to the beneficiary's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written acknowledgment and disposition letter.


Grievances received via mail by the MHP or a network provider of the MHP are not exempt from the requirement to send an acknowledgment and disposition letter in writing.

Translation of notices will be made available to beneficiaries in threshold languages and alternative formats.

All significant communication to beneficiaries, including grievance communications, will include nondiscrimination notices and language assistance taglines.

### **Questions / Information**

For information about this policy, contact the MHP's Quality Management, Compliance and Quality Improvement Department at (530) 245-6750 or [bhsamcc@co.shasta.ca.us](mailto:bhsamcc@co.shasta.ca.us)


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**References**

MHSUDS Information Notice 18-010E  
BHIN 22-036  
California Code of Regulations (CCR) Title 9, Section 1850.205 – 209

**Authorization**

The above policy has been reviewed and is authorized for immediate implementation:

DocuSigned by:  
  
12357C50E45D437...  
 Miguel Rodriguez, LCSW, Mental Health Director  
 Behavioral Health & Social Services  
 Shasta County Health & Human Services Agency

05/15/2023 | 11:13 AM PDT

Date

DocuSigned by:  
  
9C6EB7A504F94B9...  
 Christy Coleman, Compliance Officer  
 Administration, Assistant Director  
 Shasta County Health & Human Services Agency

05/19/2023 | 12:09 PM PDT

Date

**Certificate Of Completion**

Envelope Id: E894DFC360694189A28AD86843D53904	Status: Completed
Subject: Complete with DocuSign: Grievance_Policy_FINAL_May_2023.docx.pdf	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Maureen Shannon
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	, CA 96001
	mshannon@co.shasta.ca.us
	IP Address: 192.159.8.108


**Record Tracking**

Status: Original	Holder: Maureen Shannon	Location: DocuSign
5/19/2023 12:07:28 PM	mshannon@co.shasta.ca.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: County of Shasta	Location: DocuSign

**Signer Events**

Christy Coleman  
 ccoleman@co.shasta.ca.us  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 9C6EB7A504F94B9...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 192.159.8.108

**Timestamp**

Sent: 5/19/2023 12:08:18 PM  
 Viewed: 5/19/2023 12:09:41 PM  
 Signed: 5/19/2023 12:09:53 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/19/2023 12:09:41 PM  
 ID: 8997edad-44dc-49fd-b58c-33a9460b2ef8

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Stacy Taylor  
 sxtaylor@co.shasta.ca.us  
 Senior Staff Analyst  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/19/2023 12:09:54 PM  
 Viewed: 5/19/2023 12:28:41 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/28/2023 2:11:46 PM  
 ID: cc364c1b-f1d5-4dd1-9a20-271654ec5127

Leah Shuffleton  
 lshuffleton@co.shasta.ca.us  
 LMFT  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/19/2023 12:09:55 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/17/2023 9:25:48 AM  
 ID: ec05958d-e344-474f-a53f-311540e2bbcd

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	5/19/2023 12:08:18 PM
Certified Delivered	Security Checked	5/19/2023 12:09:41 PM
Signing Complete	Security Checked	5/19/2023 12:09:53 PM
Completed	Security Checked	5/19/2023 12:09:55 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Shasta (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Shasta:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [cao@co.shasta.ca.us](mailto:cao@co.shasta.ca.us)

### **To advise County of Shasta of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [cao@co.shasta.ca.us](mailto:cao@co.shasta.ca.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Shasta**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [cao@co.shasta.ca.us](mailto:cao@co.shasta.ca.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with County of Shasta**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [cao@co.shasta.ca.us](mailto:cao@co.shasta.ca.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Shasta as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Shasta during the course of your relationship with County of Shasta.