



Network Development and Administration  
393 East Walnut Street – 7<sup>th</sup> Fl.  
Pasadena, California 91188  
(626) 405-3240

**VIA US POSTAL SERVICE PRIORITY MAIL, WITH  
CONFIRMATION RECEIPT**

October 27, 2021

RE: Grievance Forms for Kaiser Permanente Members and 28 CCR 1300.68(b)(7)

Dear Contracted Provider:

The present agreement between your organization and Kaiser Foundation Hospitals (“KFH”) arranges for the provision of health care services to members (“Members”) of the Kaiser Foundation Health Plan, Inc. (“Health Plan”), a health care service plan licensed under California’s Knox-Keene Act. The present agreement contains several provisions which obligate your organization to comply with the standards and requirements of organizations and agencies that accredit and license your organization, KFH or Health Plan, including the California Department of Managed Health Care (“DMHC”), which enforces the Knox-Keene Act and licenses health care service plans. Your organization’s present agreement with KFH contains contractual provisions substantially similar to one or more of the provisions below.

**Governing Law.** *The validity, enforceability and interpretation of any provision of this Agreement will be governed by the law of the State of California and by any applicable federal law. This Agreement will also be construed and governed in accordance with applicable contractual requirements imposed upon KP by the Medicaid, Medicare, CalPERS, and FEHBP programs.*

**Compliance with Laws.** *Provider represents and warrants that it is currently, and for the term of the Agreement shall remain, in compliance with all applicable Law. Provider shall cooperate with KP in maintaining Health Plan’s compliance with applicable Law for provision of Covered Services to Members under this Agreement, and when required to maintain Health Plan’s licenses, comply with the relevant provisions of such Law, including the Knox Keene Act. Any provision required to be in this Agreement by the Knox-Keene Act will bind the parties whether or not specifically articulated in this Agreement. KP acknowledges that it is subject to applicable Law, as monitored and enforced by relevant Officials.*

**Disputes Between a Member and Provider.** *Provider shall cooperate with KP in identifying, processing and resolving all Complaints. Provider shall comply with the resolution of any such Complaints by Health Plan (or the Payor issuing the applicable Membership Agreement). All decisions regarding Covered Benefits for Members are reserved to Health Plan (or the Payor issuing the applicable Membership Agreement), and Provider shall refer Members who have inquiries or disputes regarding Covered Benefits to Health Plan (or the Payor issuing the applicable Membership Agreement) for response and resolution. In addition, upon request by a Member expressing a desire to file a Complaint, Provider shall promptly provide the Member with Health Plan’s grievance form and a description of the grievance procedures.*

In accord with these contractual provisions and your organization's commitment to comply with the requirements of applicable standards and requirements of accrediting and licensing organizations, KFH needs to highlight additional aspects of the requirements of the DMHC regulation relating to the access by Members to the grievance and complaint procedure maintained by the Health Plan. [Title 28 of the California Code of Regulations Section 1300.68(b)(7)].

Pursuant to these contractual provisions, **upon request by any Member expressing a desire to file a grievance, your organization must promptly provide a copy of Health Plan's grievance form to the requesting Member.** The two attached documents are the Member grievance forms in English issued by Health Plan for non-Medicare Members and for Medicare Members. The non-Medicare grievance forms also can be downloaded in a variety of languages from the Health Plan's public website by searching for the term "grievance" at the following URL link: [www.kp.org](http://www.kp.org). Any Provider Manual which accompanies the present agreement will be updated to reflect this regulatory requirement more explicitly.

This DMHC-mandated requirement applies to your organization's present agreement with KFH and your organization's interactions with Members. Please retain a copy of this letter and the attached documents with all copies of the present agreement in your files. If you have any concerns with this requirement, you must notify KFH in writing according to the notice provisions of your agreement within thirty (30) calendar days of your receipt of this letter.

Sincerely,

KAISER FOUNDATION HOSPITALS  
Southern California Region

By:



Rich Snader  
Regional Vice President,  
Network Development and Administration  
Southern California Region

Cc: Provider File