



State of California—Health and Human Services Agency  
Department of Health Care Services



GAVIN NEWSOM  
GOVERNOR

June 26, 2020

Sent via e-mail to: alan@sbcmh.org

Alan Yamamoto, LCSW, Behavioral Health Director SUD Administrator  
San Benito County Behavioral Health Services  
1131 San Felipe Road  
Hollister, CA 95023-2809

SUBJECT: Annual County Compliance Report

Dear Director Yamamoto:

The Department of Health Care Services (DHCS) is responsible for monitoring compliance to the requirements of the Drug Medi-Cal Organized Delivery System (DMC-ODS) Waiver and the terms of the Intergovernmental Agreement operated by San Benito County.

The County Compliance Unit (CCU) within the Audits and Investigations Division (A&I) of DHCS conducted a review of the County's compliance with contract requirements based on responses to the monitoring instrument, discussion with county staff, and supporting documentation provided by the County.

Enclosed are the results of San Benito County's State Fiscal Year 2019-20 DMC-ODS compliance review. The report identifies deficiencies, required corrective actions, new requirements, advisory recommendations, and referrals for technical assistance.

San Benito County is required to submit a Corrective Action Plan (CAP) addressing each compliance deficiency (CD) noted to the Medi-Cal Behavioral Health Division (MCBHD), Plan and Network Monitoring Branch (PNMB), County Monitoring Unit (CMU) Analyst by 7/27/2020. Please use enclosed CAP plan form when completing the CAP. CAP and supporting documentation to be e-mailed to the CMU analyst at [MCBHDMonitoring@dhcs.ca.gov](mailto:MCBHDMonitoring@dhcs.ca.gov).

If you have any questions regarding this report or need assistance, please contact me.

Sincerely,

Michael Bivians  
(916) 713-8966  
[michael.bivians@dhcs.ca.gov](mailto:michael.bivians@dhcs.ca.gov)

Audits and Investigations Division  
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Behavioral Health Compliance Section  
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To: Director Yamamoto,

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<b>Lead CCU Analyst:</b> Michael Bivians	<b>Date of Review:</b> May 2020
<b>Assisting CCU Analyst(s):</b> Emanuel Hernandez	<b>Date of DMC-ODS Implementation:</b> 7/1/2019
<b>County:</b> San Benito	<b>County Address:</b> 1131 San Felipe Road Hollister, CA 95023-2809
<b>County Contact Name/Title:</b> Grizelle Rios, Quality Improvement Supervisor	<b>County Phone Number/Email:</b> 831-636-4020 grios@sbcmh.org
<b>Report Prepared by:</b> Michael Bivians	<b>Report Approved by:</b> Mayumi Hata

## REVIEW SCOPE

- I. Regulations:
  - a. Special Terms and Conditions (STCs) for California's Medi-Cal 2020 section 1115(a) Medicaid Demonstration STC, Part X: Drug Medi-Cal Organized Delivery System
  - b. Code of Federal Regulations, Title 42, Chapter IV, Subchapter C, Part 438; section 438.1 through 438.930: Managed Care
  
- II. Program Requirements:
  - a. State Fiscal Year (SFY) 2019-20 Intergovernmental Agreement (IA)
  - b. Mental Health and Substance Use Disorders Services (MHSUDS) Information Notices

**SUMMARY OF SFY 2019-20 COMPLIANCE DEFICIENCIES (CD)**

<b>Section:</b>	<b>Number of CD's:</b>
<b>1.0 Administration</b>	<b>3</b>
<b>2.0 Member Services</b>	<b>0</b>
<b>3.0 Service Provisions</b>	<b>2</b>
<b>4.0 Access</b>	<b>0</b>
<b>5.0 Coordination of Care</b>	<b>0</b>
<b>6.0 Monitoring</b>	<b>3</b>
<b>7.0 Program Integrity</b>	<b>3</b>
<b>8.0 Compliance</b>	<b>6</b>

**CORRECTIVE ACTION PLAN**

Pursuant to the Intergovernmental Agreement, Exhibit A, Attachment I, Part II, Section EE, 2 each CD identified must be addressed via a CAP. The CAP is due within thirty (30) calendar days of the date of this monitoring report. Advisory Recommendations (AR) are not required to be addressed in the CAP.

Please provide the following within the completed SFY 2019-20 CAP:

- a) A statement of the CD.
- b) A list of action steps to be taken to correct the CD.
- c) A date of completion for each CD.
- d) The name of the person who will be responsible for corrections and ongoing compliance.

The CMU liaison will monitor progress of the CAP completion.

## 1.0 ADMINISTRATION

A review of the administrative trainings, policies, and procedures was conducted to ensure compliance with applicable regulations and standards. The following deficiencies in administration requirements were identified:

### COMPLIANCE DEFICIENCIES:

#### **CD 1.3:**

Intergovernmental Agreement Exhibit A, Attachment I, III, GG, 3, i

##### 3. Training to DMC Subcontractors

- i. The Contractor shall ensure that all subcontractors receive training on the DMC-ODS requirements, at least annually. The Contractor shall report compliance with this section to DHCS annually as part of the DHCS County Monitoring process.

**Finding:** The Plan does not ensure all SUD program professional staff receive training on DMC-ODS requirements annually.

#### **CD 1.4:**

Intergovernmental Agreement Exhibit A, Attachment I, III, GG, 3,ii, a

ii. The Contractor shall require subcontractors to be trained in the ASAM Criteria prior to providing services.

- a. The Contractor shall ensure that, at minimum, providers and staff conducting assessments are required to complete the two e-Training modules entitled “ASAM Multidimensional Assessment” and “From Assessment to Service Planning and Level of Care”. A third module entitled, “Introduction to The ASAM Criteria” is recommended for all county and provider staff participating in the Waiver. With assistance from the state, counties will facilitate ASAM provider trainings.

**Finding:** The Plan did not provide evidence to demonstrate providers and staff conducting ASAM assessments have completed the two (2) e-trainings.

**CD 1.6:**

Intergovernmental Agreement Exhibit A, Attachment I, 5, i, a, i-ii

- i. The Contractor shall follow the state's established uniform credentialing and re-credentialing policy that addresses behavioral and substance use disorders, outlined in DHCS Information Notice 18-019.
- ii. The Contractor shall follow a documented process for credentialing and re-credentialing of network providers.

MHSUDS Information Notice: 18-019

Attestation: For all network providers who deliver covered services, each provider's application to contract with the Plan must include a signed and dated statement attesting to the following:

1. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
2. A history of loss of license or felony conviction;
3. A history of loss or limitation of privileges or disciplinary activity;
4. A lack of present illegal drug use; and
5. The application's accuracy and completeness

**Finding:** The Plan does not require network providers who deliver covered services to sign a written attestation regarding their credentials. The Plan did not provide signed copies of credentialing attestations from three (3) of the Plan's network providers.



### 3.0 SERVICE PROVISION

The following deficiencies in service provision requirements were identified:

#### COMPLIANCE DEFICIENCIES:

##### **CD 3.14**

Intergovernmental Agreement Exhibit A, Attachment I, II, E, 9, ii

- ii. The Contractor shall disseminate the guidelines to all affected providers and, upon request, to beneficiaries and potential beneficiaries.

**Finding:** The Plan did not provide evidence to demonstrate how Plan's practice guidelines are disseminated to all providers.

##### **CD 3.15:**

Intergovernmental Agreement Exhibit A, Attachment I, II, E, 9, i-ii

- i. The Contractor shall adopt practice guidelines that meet the following requirements:
  - a. Are based on valid and reliable clinical evidence or a consensus of providers in the particular field.
  - b. Consider the needs of the Contractor's beneficiaries.
  - c. Are adopted in consultation with contracting health care professionals.
  - d. Are reviewed and updated periodically as appropriate.
- ii. The Contractor shall disseminate the guidelines to all affected providers and, upon request, to beneficiaries and potential beneficiaries.

**Finding:** The Plan did not provide evidence to demonstrate they ensure network providers are trained on the Plan's practice guidelines.

## 6.0 MONITORING

The following deficiencies in monitoring were identified:

### COMPLIANCE DEFICIENCIES:

#### **CD 6.26**

Intergovernmental Agreement Exhibit A, Attachment I, III, OO, 1, i, d

##### 1. Monitoring

- i. Contractor's performance under this Exhibit A, Attachment I, shall be monitored by DHCS annually during the term is the Agreement. Monitoring criteria shall include, but not be limited to:
  - d. Contractor shall conduct annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. Contractor shall submit copy of their monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by secure, encrypted e-mail to:

sudcountyreports@dhcs.ca.gov

Alternatively, mail to:

Department of Health Care Services  
SUD - Program, Policy and Fiscal Division  
Performance & Integrity Branch  
PO Box 997413, MS-2627  
Sacramento, CA 95899-7413

**Finding:** The Plan indicated a total of one (1) DMC-ODS monitoring report was sent to DHCS for SFY 2018-19. The Plan did not monitor all providers for DMC-ODS programmatic and fiscal requirements. The Plan did monitor one (1) of nine (9) Plan and sub-contracted providers for DMC-ODS programmatic and fiscal requirements. The Plan did submit one (1) of one (1) DMC-ODS programmatic and fiscal monitoring report, not secure and encrypted. The Plan did submit one (1) DMC-ODS programmatic and fiscal monitoring report to DHCS more than two weeks after report issuance.

#### **CD 6.33**

Intergovernmental Agreement Exhibit A, Attachment I, III, BB, 2, ii

- ii. Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual.

**Finding:** The Plan did not provide evidence they ensure network providers are verifying DMC eligibility for each beneficiary, for each month of service.

**CD 6.34**

Intergovernmental Agreement Exhibit A, Attachment I, II, E, 1, v, a-b

- a. The Contractor shall ensure that their health programs or activities provided through electronic and information technology are accessible to individuals with disabilities, unless doing so would result in undue financial and administrative burdens or a fundamental alteration in the nature of the health programs or activities. When undue financial and administrative burdens or a fundamental alteration exist, the covered entity shall provide information in a format other than an electronic format that would not result in such undue financial and administrative burdens or a fundamental alteration but would ensure, to the maximum extent possible, that individuals with disabilities receive the benefits or services of the health program or activity that are provided through electronic and information technology
- b. The Contractor shall ensure that network providers provide physical access, reasonable accommodations, and accessible equipment for Medicaid beneficiaries with physical or mental disabilities. The Contractor and its network providers shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination on the basis of disability, unless the Contractor or its network providers can demonstrate that making the modifications would fundamentally alter the nature of the health program or activity. For the purposes of this section, the term “reasonable modifications” shall be interpreted in a manner consistent with the term as set forth in the ADA Title II regulation at 28 CFR 35.130(b)(7).

**Finding:** The Plan did not provide evidence they ensure network providers are providing reasonable accommodations through electronic and information technology that are accessible to individuals with disabilities.

## 7.0 PROGRAM INTEGRITY

The following deficiencies in quality regulations, standards, or protocol requirements were identified:

### COMPLIANCE DEFICIENCIES:

#### **CD 7.43:**

##### Intergovernmental Agreement Exhibit A, Attachment I, II, H, 5, v, c

- v. Treatment of recoveries made by the Contractor of overpayments to providers.
  - c. The Contractor shall annually report to the Department on their recoveries of overpayments.

#### MHSUDS Information Notice 19-022

Consistent with Exhibit A, Attachment I of the Intergovernmental Agreement (IA), DMC-ODS counties must submit a completed and signed certification statement on county letterhead to ODSSubmissions@dhcs.ca.gov. The certification is required with each submission of the following data, documentation, and information:

- Annual report of overpayment recoveries;

The certification statement must be on county letterhead and conform to the following requirements:

- Indicate the current month during which all data, information, and documentation submitted to DHCS, as described above, is certified;
- Reference, with specificity, all types of data, information, and documentation described in the bulleted list above; and
- State that the data, information, and documentation to which the certification statement applies is “accurate, complete, and truthful” to the declarant’s “best information, knowledge, and belief.”

The Chief Executive Officer (CEO), the Chief Financial Officer (CFO), or an individual who reports to the CEO or CFO with the delegated authority to sign for the CEO or CFO, so that the CEO or CFO is ultimately responsible for the certification, must sign the certification statement. The attached DMC-ODS County Certification template includes the requirements described above.

**Finding:** The Plan did not provide evidence they ensure overpayments are properly communicated to DHCS.

**CD 7.45:**

Intergovernmental Agreement Exhibit A, Attachment I, III, PP, 7, iii, a-i

- iii. Written provider code of conduct for employees and volunteers/interns shall be established which addresses at least the following:
  - a. Use of drugs and/or alcohol
  - b. Prohibition of social/business relationship with beneficiaries or their family members for personal gain
  - c. Prohibition of sexual contact with beneficiaries
  - d. Conflict of interest
  - e. Providing services beyond scope
  - f. Discrimination against beneficiaries or staff
  - g. Verbally, physically, or sexually harassing, threatening or abusing beneficiaries, family members or other staff
  - h. Protection of beneficiary confidentiality
  - i. Cooperate with complaint investigations

Intergovernmental Agreement Exhibit A, Attachment I, III, PP, 7, v

- v. Written roles and responsibilities and a code of conduct for the Medical Director shall be clearly documented, signed and dated by a provider representative and the physician.

**Finding:** The Plan's SUD program Medical Director's signed Code of Conduct for San Benito County Behavioral Health is missing the following element:

- Shall be clearly documented, signed and dated by a provider representative and the physician.

**CD 7.46:**

Intergovernmental Agreement Exhibit A, Attachment I, III, AA, 1-2 iv

1. In addition to complying with the subcontractual relationship requirements set forth in Article II E 8 of this Agreement, the Contractor shall ensure that all subcontracts require that the Contractor oversee and is held accountable for any functions and responsibilities that the Contractor delegates to any subcontractor.
2. Each subcontract shall:
  - iv. Ensure the Contractor monitors the subcontractor's performance on an ongoing basis and subject it to an annual onsite review, consistent with statutes, regulations, and Article III.PP.

Intergovernmental Agreement Exhibit A, Attachment I, III, FF, 4, i, c-f

- i. The CalOMS-Tx business rules and requirements are:
  - c. Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.
  - d. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection and reporting requirements.
  - e. Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS.
  - f. Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in (Document 3S) for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

**Finding:** The following CalOMS-Tx reports are non-compliant:

- Open Admissions Report
- Open Providers Report

## 8.0 COMPLIANCE

The following program integrity deficiencies in regulations, standards, or protocol requirements were identified:

### COMPLIANCE DEFICIENCIES:

#### **CD 8.49:**

#### Intergovernmental Agreement Exhibit A, Attachment I, III, F, 3, x

- i. Have a 24/7 toll free number for prospective beneficiaries to call to access DMC-ODS services and make oral interpretation services available for beneficiaries, as needed.

**Finding:** The Plan's access line is non-compliant. DHCS conducted three test calls; two calls on 3/25/2020 and one call on 4/1/6/2020. One of the calls was placed outside of business hours. The operator who answered was not able to explain the process for intake and assessment and the caller was not offered the opportunity to speak with a provider. The caller was asked to leave a message or call back in the morning.

Call 1: Completed on 3-25-20 at 10:55 a.m. This call is determined to be in compliance. The operator was reached quickly and identified herself as being an employee of San Benito County. The operator explained the intake and assessment process and offered options for the caller based on the information provided by the caller. The operator attempted to make an appointment for the caller and tried to transfer the caller to a provider.

Call 2: Completed on 3-25-20 at 11:49 p.m. This call is determined to be out of compliance. The operator was reached quickly and identified himself as working for a contractor of San Benito County. The operator could not offer details regarding the intake and assessment process. The operator did try to assess if the caller was in crisis and offered a referral to an emergency room or a call to 911 on behalf of the caller. The operator stated the caller could leave his number and the operator would arrange for someone to call the caller back in the morning or the caller could call back during business hours for more information.

Call 3: Completed on 4-16-20 at 2:50 p.m. This call is determined to be in compliance. The operator was reached quickly and identified herself as an employee of San Benito County. The operator explained the details involved with intake and assessment and attempted to schedule an appointment for the caller. The operator tried to establish the caller's eligibility for Medi-Cal and was offered options to be assessed right away based on the information the caller provided.

**CD 8.50:**

Intergovernmental Agreement Exhibit A, Attachment I, III, Y, 8, ii, v, a

- a. The Contractor agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. If the Contractor is a clearinghouse, the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

**Finding:** The Plan has not resolved previous deficiencies identified by DHCS in SFY 2018-19, CD 9.43. The Plan was not compliant with the requirements for Retention of Records, of ten years.

**CD 8.53:**

Intergovernmental Agreement Exhibit A, Attachment I, III, Y, 8, ii, v, a

- a. The Contractor agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. If the Contractor is a clearinghouse, the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

**Finding:** The Plan has not resolved previous deficiencies identified by DHCS in SFY 2018-19, CD 9.50. The Plan was not compliant with the monitoring of DMC programs.

**CD 8.54:**

Intergovernmental Agreement Exhibit A, Attachment I, III, Y, 8, ii, v, a

- a. The Contractor agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. If the Contractor is a clearinghouse, the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

**Finding:** The Plan has not resolved previous deficiencies identified by DHCS in SFY 2-18-19, CD 9.51. The Plan was not compliant with the requirements for submitting monitoring reports to DHCS within two (2) weeks of issuance.



**CD 8.56:**

Intergovernmental Agreement Exhibit A, Attachment I, III, Y, 8, ii, v, a

- a. The Contractor agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. If the Contractor is a clearinghouse, the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

**Finding:** The Plan has not resolved previous deficiencies identified by DHCS in SFY 2018-19, CD 9.65. The Plan was not compliant with providing evidence of policies and procedures developed and implemented by the Plan's and Subcontractor's Medical Directors.

**CD 8.57:**

Intergovernmental Agreement Exhibit A, Attachment I, III, Y, 8, ii, v, a

- a. The Contractor agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. If the Contractor is a clearinghouse, the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

**Finding:** The Plan has not resolved previous deficiencies identified by DHCS in SFY 2018-19, CD 9.66. The Plan was not compliant with providing evidence of a Subcontractor's Medical Director's five (5) CMEs in addiction medicine. The Plan did submit evidence of the Plan's Medical Director's five (5) CMEs in addiction medicine for this review.

**TECHNICAL ASSISTANCE**

DHCS's County Compliance Unit Analyst will make referrals to the DHCS County Monitoring Liaison for the training and/or technical assistance areas identified below:

**CalOMS and DATAR:** The Plan requested Technical Assistance for CalOMS-Tx and DATAR system overviews, trainings and assistance with technical support.