



JENNIFER KENT
DIRECTOR

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



EDMUND G. BROWN JR.
GOVERNOR

July 10, 2018

Sent via e-mail to: Matthew.white@hsd.cccounty.us

Matthew P. White, MD, Director
Contra Costa County Behavioral Health Services
1220 Morello Ave., Ste. 101
Martinez, CA 94553

SUBJECT: Fiscal Year (FY) 2017-18 – County Performance Unit Report - SABG

Dear Director White:

Enclosed are the results of Contra Costa County's 2017-18 Substance Abuse (SA) Block Grant (BG)¹ State County Contract compliance review. The Department of Health Care Services (DHCS) is responsible for monitoring requirements of the SABG County Contract operated by Contra Costa County.

The County Performance Unit (CPU) within the Performance & Integrity Branch (PIB) of DHCS performed a comprehensive review based on responses to the monitoring instrument, discussion with county staff, supporting documentation and requirements. The enclosed report addresses and identifies compliance deficiencies, required corrective actions, advisory recommendations, and referral for technical assistance.

Contra Costa County is required to submit a Corrective Action Plan (CAP) addressing each deficiency noted to the CPU Analyst by 8/10/2018. The CAP must follow the guidelines detailed within the attached report. Please reference the enclosed CAP instructions and e-mail the CAP to the CPU Analyst. Supporting CAP documentation may be e-mailed or mailed to the address listed below. If you have any questions regarding this report or need assistance, please contact the CPU analyst.

Sincerely,

Emily Bautista
(916) 713-8572
emily-cresenciana.bautista@dhcs.ca.gov

¹ Title 45 Code of Federal Regulations, Part 96, Subpart L – Substance Abuse Prevention and Treatment Block Grant requirements

Substance Use Disorder
Program, Policy and Fiscal Division
County Performance Unit
P.O. Box 997413, MS 2627
Sacramento, CA 95814
<http://www.dhcs.ca.gov>



Substance Abuse Block Grant
County Performance Unit Report
Contra Costa County

Distribution:

To: Director White:

CC: Tracie Walker, Performance & Integrity Branch, Branch Chief
Denise Galvez, Policy and Prevention Branch, Section Chief
Janet Rudnick, Utilization Review Section, Section Chief
Cynthia Hudgins, Quality Monitoring Section, Section Chief
Susan Jones, County Performance Unit, Unit Supervisor
Tianna Hammock, Drug Medi-Cal Monitoring Unit I, Unit Supervisor
Stephanie Quok, Drug Medi-Cal Monitoring Unit II, Unit Supervisor
Tiffany Stover, Postservice Postpayment Unit I, Unit Supervisor
Eric Painter, Postservice Postpayment Unit II, Unit Supervisor
Danielle Stumpf, Office of Women, Perinatal and Youth Services Unit, Unit Supervisor
Vanessa Machado, Policy and Prevention Branch, Office Technician
Fatima Matal Sol, AOD Services, Program Chief

Date: July 10, 2018

Report Prepared by: *Emily Bautista, County Performance Analyst*
Manager Approval: *Susan Jones, County Performance Supervisor*

Lead CPU Analyst:
Emily Bautista

Review Date: 6/12/18 to 6/14/18

Assisting CPU Analyst(s):
Trang Huynh
Jamari Robinson

Review Period: 2017-18

County: Contra Costa

County Address:
1220 Morello Ave., Ste. 101
Martinez, CA 94553

The Department of Health Care Services (DHCS) is required to provide programmatic, administrative, and fiscal oversight of the statewide Substance Abuse Prevention and Treatment Block Grant (SABG), the State County Contract, and Drug Medi-Cal (DMC) Substance Use Disorder (SUD) services through annual compliance reviews.

This report summarizes the findings of the compliance review conducted by the County Performance Unit (CPU).

REVIEW SCOPE

- I. Regulations:
 - a. 45 CFR; Part 96; Subpart L; §96.121 through 96.137: Substance Abuse Prevention and Treatment Block Grant
 - b. 42 USC, Section 300x-21 through 300x-66: Substance Abuse Prevention and Treatment Block
 - c. HSC, Division 10.5, Section 11750 – 11970: State Department of Health Care

- II. Program Requirements:
 - a. State Fiscal Year (SFY) 2017-18 State County Contract, herein referred to as State County Contract
 - b. State of California *Youth Treatment Guidelines Revised August 2002*
 - c. DHCS *Perinatal Services Network Guidelines FY 2016-17*
 - d. National Culturally and Linguistically Appropriate Services (CLAS)
 - e. Alcohol and Drug Program (ADP) Bulletins
 - f. Mental Health and Substance Use Disorders Services (MHSUDS) Information Notices

CORRECTIVE ACTION PLAN

Pursuant to the State County Contract, Exhibit A, Attachment I, Part I, Section 3, 7, (a-d) each compliance deficiency (CD) and new requirement (NR) identified must be addressed via a Corrective Action Plan (CAP). The CAP is due within thirty (30) calendar days of the date of this monitoring report. Advisory recommendations are not required to be addressed in the CAP.

The CAP shall include:

- a) A statement of the compliance deficiency (CD) and new requirement (NR).
- b) A list of action steps to be taken to correct the CD/NR.
- c) A date of completion for each CD/NR.
- d) Who will be responsible for correction and ongoing compliance.

The CPU analyst will monitor progress of the CAP completion.

NEW REQUIREMENTS (NR)

Due to a delay in the SABG contract finalization, findings related to the standards and requirements will not be identified as a compliance deficiency; however, a plan to fulfil the new requirements must be submitted.

SUMMARY OF FY 2017-18 COMPLIANCE DEFICIENCIES (CD)

| Section: | Number of CD's: |
|---|------------------------|
| 1.0 Administration | 1 |
| 2.0 SABG Monitoring | 1 |
| 3.0 Perinatal | 0 |
| 4.0 Adolescent/Youth Treatment | 1 |
| 5.0 Primary Prevention | 0 |
| 6.0 Cultural Competence | 0 |
| 7.0 CalOMS and DATAR | 3 |
| 8.0 Privacy and Information Security | 6 |

PREVIOUS CAPs

During the FY 2017-18 review, the following CAPs with CDs were discussed and are still outstanding.

2014-15:

- CD # 13 – Open Admissions
- CD #14 – Open Providers

2016-17:

- CD # 2.20 – County did not monitor all County and subcontract providers for required SAPT BG programmatic and fiscal requirements
- CD # 2.21- County did not submit all required SAPT BG monitoring and auditing reports for SFY 15/16 to DHCS within two weeks of report issuance
- CD # 10.57.b – Open Providers
- CD # 10.57.d – Open Admissions

Please provide the following within the completed 2017-18 CAP.

- a) A list of action steps to be taken to correct the CD.
- b) A date of completion for each CD.
- c) Who will be responsible for correction and ongoing compliance.

1.0 ADMINISTRATION

A review of the County's Organizational Chart, subcontracted contracts, and policies and procedures was conducted to ensure compliance with applicable regulations and standards. The following deficiencies in regulations, standards, or protocol requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 1.12:

State County Contract, Exhibit A, Attachment I, Part I, Section 2, F

Contractor may use SABG discretionary funds to cover the cost of room and board of residents living in temporary, drug and alcohol free, transitional housing if the resident is actively engaged in treatment for a medically necessary SUD provided to the resident off-site. Contractor shall develop guidelines for contracted housing providers and provide monitoring and oversight and fulfill all SABG reporting requirements. Contractors and subcontractors using SABG discretionary funds to cover the cost of room and board for transitional housing shall:

- 1. Facilitate the beneficiary's movement in recovery from a SUD to independent living and integration into post treatment return or re-entry into the community.*
- 2. Require that all individuals in the transitional housing be engaged in SUD treatment, off-site, at all times during the individual's stay.*
- 3. Ensure payment of room and board expenses for a residential stay be limited to short term (up to 24 months).*
- 4. Ensure the transitional housing be secure, safe, and alcohol and drug free.*

Finding: The County did not demonstrate how active treatment engagement is monitored for beneficiaries in transitional housing.

2.0 SABG MONITORING

The following deficiencies in the SABG monitoring requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 2.20:

State-County Contract Exhibit A, Attachment I, Part I, Section 3, A, 1, e
Whether the Contractor conducted annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. Contractor shall submit copy of its monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by secure, encrypted email to:
SUDCountyReports@dhcs.ca.gov or
Substance Use Disorder-Program, Policy, and Fiscal Division Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2627
Sacramento, CA 95899-7413

Finding: The County did not monitor all County and subcontracted providers for required SABG program requirements.

ADVISORY RECOMMENDATIONS:

AR 2.1:

State-County Contract Exhibit A, Attachment I, Part I, Section 3, A, 1, e
Whether the Contractor conducted annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. Contractor shall submit copy of its monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by secure, encrypted email to:
SUDCountyReports@dhcs.ca.gov or
Substance Use Disorder-Program, Policy, and Fiscal Division Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2627
Sacramento, CA 95899-7413

Recommendation: The County shall consider including the funding source on all monitoring and audit reports submitted to DHCS' SUDCountyReports@dhcs.ca.gov mailbox.

4.0 ADOLESCENT/YOUTH TREATMENT (AYT)

The following deficiencies in Adolescent/Youth Treatment regulations, standards, or protocol requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 4.33:

State-County Contract, Exhibit A, Attachment I, Part I, Q

Contractor must comply with the guidelines in Document 1 V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No format amendment of this contract is required for new guidelines to be incorporated into this Contract.

Document 1V- Youth Treatment Guidelines Youth Treatment guidelines 2002, Section X Administration, A, Program Rules and Procedures

The program should have written program policies and procedures, client rules and rights, and complaint and/or grievance procedures. All staff should receive training on the program rules, policies, and procedures.

Finding: The County does not have written program policies and procedure, client rules and rights, and complaint and/or grievance procedures.

7.0 CALIFORNIA OUTCOMES MEASUREMENT SYSTEM TREATMENT (CalOMS Tx)

The following deficiencies in CalOMS and DATAR regulations, standards, or protocol requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 7.41.a:

State-County Contract, Exhibit A, Attachment I, Part III, B, 3, 5, 6 and D, 3

B(3) 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.

B(5) Contractor shall submit CalOMS-Tx admissions, 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.

B(6) Contractor shall comply with the CalOMsTx 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.

D(3) Contractor shall comply with the treatment and prevention data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding SABG funds.

Finding: The County and its providers did not report any CalOMS Tx data, and did not generate a Provider No Activity (PNA) report.

CD 7.41.b:

State-County Contract, Exhibit A, Attachment I, Part III, B, 3, 5, 6 and D, 3

B(3) 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.

B(5) Contractor shall submit CalOMS-Tx admissions, 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.

B(6) Contractor shall comply with the CalOMsTx 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.

D(3) Contractor shall comply with the treatment and prevention data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding SABG funds.

Finding: The County and its providers' annual updates or client discharges for beneficiaries in treatment over one year were not submitted.

CD 7.41.c:

State-County Contract, Exhibit A, Attachment I, Part III, E, 1 & 2

E(1) The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers, with whom Contractor makes a contract or otherwise

pays for these services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.

E(2) The Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services and by each subcontracted treatment provider to DHCS by the 10th of the month following the report activity month.

Finding: The County and its providers do not submit DATAR reports by the 10th of each month.

ADVISORY RECCOMENDATIONS:

AR 7.1:

State-County Contract, Exhibit A, Attachment I, Part III, B, 7

Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls. Contractor staff responsible for CalOMS-Tx data entry must have sufficient knowledge of the CalOMS-Tx Data Quality Standards, all new CalOMS-Tx users, whether employed by the Contractor or its subcontractors, shall participate in CalOMS-Tx training prior to inputting data into the system.

Recommendation: The County shall consider reviewing the Open Provider Report and DATAR on a monthly basis.

8.0 PRIVACY AND INFORMATION SECURITY

The following deficiencies in Privacy and Information Security regulations, standards, or protocol requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 8.46:

State-County Contract, Exhibit F, F-3, Attachment I, I, A

Employee Training:

All workforce members who assist in the performance of functions or activates on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense.

Finding: The County did not provide documentation of privacy and security training attendance by county managed and subcontracted provider staff.

CD 8.49:

State-County Contract, Exhibit F, Attachment I, II, D

All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

Exhibit F, F-2, 3, B, 2

To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats of hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

Finding: The County did not provide documentation indicating the protection DHCS PHI or PI, stored on removable media or portable devices, with a FIPS 140-2 certified algorithm which is 128bit or higher.

CD 8.53:

State-County Contract, Exhibit F, Attachment I, II, G

All users must be issued a unique username for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours.

State-County Contract, Exhibit F, F-2, 3, B, 2

Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

Finding: The County did not provide a current policy ensuring all county and subcontracted employee usernames are promptly disabled, deleted, or the password changed upon the transfer or termination of an employee, within 24 hours.

CD 8.54:

State-County Contract, Exhibit F, Attachment I, II, G

User IDs and Password Controls. All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- 1) Upper case letters (A-Z)*
- 2) Lower case letters (a-z)*
- 3) Arabic numerals (0-9)*
- 4) Non-alphanumeric characters (punctuation symbols)*

State-County Contract, Exhibit F, F-2, 3, B, 2

Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

Finding: The County did not provide a signed copy of *Policy 624* ensuring all county and subcontracted employee passwords are protected and secure.

CD 8.55:

State-County Contract, Exhibit F, Attachment I, I, B

Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

State-County Contract, Exhibit F, F-2, 3, B, 2

Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

Finding: The County did not provide a signed copy of *Policy 506 Penalties for Privacy Violations* which ensures disciplinary sanctions and penalties for employees who breach confidentiality and privacy safeguards as established in State-County Contract provisions.

CD 8.56:


State-County Contract, Exhibit F, Attachment I, Section I, D

Background Check. Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

State-County Contract, Exhibit F, F-2, 3, B, 2

Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

Finding: The County did not provide a policy currently in place to determine employee eligibility to access PHI or PI.



DHCS's County Performance Analyst will make referrals for the training and/or technical assistance identified below.

Drug Medi-Cal: The County requested TA for DMC regarding clinical documentation for the DMC-ODS Plan. DHCS's Drug Medi-Cal Unit has been contacted and a referral has been made.

Co-occurring Disorders (COD): The County requested TA for COD regarding ASAM and managing psychosis in the SUD setting. DHCS's COD Analyst has been contacted and a referral has been made.



JENNIFER KENT
DIRECTOR

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



EDMUND G. BROWN JR.
GOVERNOR

July 10, 2018

Sent via e-mail to: Matthew.white@hsd.cccounty.us

Matthew P. White, MD, Director
Contra Costa County Behavioral Health Services
1220 Morello Ave., Ste. 101
Martinez, CA 94553

SUBJECT: Fiscal Year (FY) 2017-18 – County Performance Unit Report – DMC-ODS

Dear Director White:

Enclosed are the results of Contra Costa County's 2017-18 Drug Medi-Cal Organized Delivery System (DMC-ODS) Contract compliance review. The Department of Health Care Services (DHCS) is responsible for monitoring requirements of the DMC-ODS Waiver and the terms of the Intergovernmental Agreement operated by Contra Costa County.

The County Performance Unit (CPU) within the Performance & Integrity Branch (PIB) of DHCS performed a comprehensive review based on responses to the monitoring instrument, discussion with county staff, supporting documentation and requirements. The enclosed report addresses and/or identifies compliance deficiencies, required corrective actions, advisory recommendations, and referral for technical assistance.

Contra Costa County is required to submit a Corrective Action Plan (CAP) addressing each deficiency noted to the CPU Analyst by 8/10/2018. The CAP must follow the guidelines detailed within the attached report. Please reference the enclosed CAP instructions and e-mail the CAP to the CPU Analyst. Supporting CAP documentation may be e-mailed or mailed to the address listed below. If you have any questions regarding this report or need assistance, please contact the CPU analyst.

Sincerely,

Emily Bautista
(916) 713-8572
emily-cresenciana.bautista@dhcs.ca.gov

Substance Use Disorder
Program, Policy and Fiscal Division
County Performance Unit
P.O. Box 997413, MS 2627
Sacramento, CA 95814
<http://www.dhcs.ca.gov>



Drug Medi-Cal Organized Delivery System
County Performance Unit Report
Contra Costa County

Distribution:

To: Director White:

CC: Tracie Walker, Performance & Integrity Branch, Branch Chief
Denise Galvez, Policy and Prevention Branch, Section Chief
Cynthia Hudgins, Quality Monitoring Section, Section Chief
Janet Rudnick, Utilization Review Section, Section Chief
Susan Jones, County Performance, Unit Supervisor
Tianna Hammock, Drug Medi-Cal Monitoring Unit I, Unit Supervisor
Stephanie Quok, Drug Medi-Cal Monitoring Unit II, Unit Supervisor
Tiffany Stover, Postservice Postpayment Unit I, Unit Supervisor
Eric Painter, Postservice Postpayment Unit II, Unit Supervisor
Danielle Stumpf, Office of Women, Perinatal and Youth Services, Unit Supervisor
Vanessa Machado, Policy and Prevention Branch, Office Technician
Fatima Matal Sol, AOD Services, Program Chief

Date: July 10, 2018

Report Prepared by: *Emily Bautista, County Performance Analyst*
Manager Approval: *Susan Jones, County Performance Supervisor*

Lead CPU Analyst:
Emily Bautista

Review Date: 6/12/18 to 6/14/18

Assisting CPU Analysts:
Trang Huynh
Jamari Robinson

Review Period: 2017-18

County: Contra Costa

County Address:
1220 Morello Ave., Ste. 101
Martinez, CA 94553

The Department of Health Care Services (DHCS) is required to provide programmatic, administrative, and fiscal oversight of the Drug Medi-Cal Organized Delivery System (DMC-ODS) Substance Use Disorder (SUD) services through annual compliance reviews.

This report summarizes the findings of the compliance review conducted by the County Performance Unit (CPU).

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. 42 CFR; Chapter IV, Subchapter C, Part 438; §438.1 through 438.930: Managed Care
- II. Program Requirements:
 - a. State Fiscal Year (SFY) 2017-18 Intergovernmental Agreement (IA)
 - b. Mental Health and Substance Use Disorders Services (MHSUDS) Information Notices

CORRECTIVE ACTION PLAN

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

The CAP shall include:

- a) A statement of the compliance deficiency (CD).
- b) A list of action steps to be taken to correct the CD.
- c) A date of completion for each CD.
- d) The individual responsible for correction and ongoing compliance

The CPU analyst will monitor progress of the CAP completion.



| Section: | Number of CD's: |
|--|------------------------|
| 1.0 Administration | 0 |
| 2.0 Member Services | 1 |
| 3.0 Service Provisions | 1 |
| 4.0 Access | 2 |
| 5.0 Continuity and Coordination of Care | 1 |
| 6.0 Grievance, Appeal, and Fair Hearing Process | 1 |
| 7.0 Quality | 4 |
| 8.0 Program Integrity | 2 |

2.0 MEMBER SERVICES

The following deficiencies in the Member Services requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 2.11:

Intergovernmental Agreement Exhibit A, Attachment I, II, B, 2, ii, b.

- i. For consistency in the information provided to beneficiaries, the Contractor shall use:*
- b. The Department developed model beneficiary handbooks and beneficiary notices.*

Intergovernmental Agreement Exhibit A, Attachment I, II, B, 2, xiv, a.

The Contractor shall utilize, and require its subcontracted providers to utilize, the state developed model beneficiary handbook.

Finding: The beneficiary handbook submitted did not match the approved DHCS approved handbook template.

NR 2.17

MHSUDS Information Notice 18-020

I. Provider Directory Content

Each Plan's provider directory must make available in electronic form, and paper form upon request, the following information for all network providers, including each licensed, waived, or registered mental health provider and licensed substance use disorder services provider employed by the Plan, each provider organization or individual practitioner contracting with the Plan, and each licensed, waived, or registered mental health provider and licensed substance use disorder services provider employed by a provider organization to deliver Medi-Cal services:

- The provider's name and group affiliation, if any;*
- Provider's business address(es) (e.g., physical location of the clinic or office);*
- Telephone number(s);*
- Email address(es), as appropriate;*
- Website URL, as appropriate;*
- Specialty, in terms of training, experience and specialization, including board certification (if any);*
- Services / modalities provided, including information about populations served (i.e., perinatal, children/youth, adults); 2 Title 42 CFR §438.10(h) and California Health & Safety Code §1367.27 MHSUDS INFORMATION NOTICE NO.: 18-020 Page 3 April 24, 2018 • Whether the provider accepts new beneficiaries; 3*
- The provider's cultural capabilities (e.g., veterans, older adults, Transition Age Youth, Lesbian, Gay, Bisexual, Transgender);*
- The provider's linguistic capabilities including languages offered (e.g., Spanish, Tagalog, American Sign Language) by the provider or a skilled medical interpreter at the provider's office; and,*
- Whether the provider's office / facility has accommodations for people with physical disabilities, including offices, exam room(s), and equipment.*

In addition to the information listed above, the provider directory must also include the following information for each rendering provider:

- *Type of practitioner, as appropriate;*
- *National Provider Identifier number;*
- *California license number and type of license; and,*
- *An indication of whether the provider has completed cultural competence training.*

Finding: The provider directory must include the following required elements:

- Type of practitioner, as appropriate;
- National Provider Identifier number;
- California license number and type of license; and,
- An indication of whether the provider has completed cultural competence training

3.0 SERVICE PROVISIONS

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

COMPLIANCE DEFICIENCIES:

CD 3.22:

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

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

Intergovernmental Agreement Exhibit A, Attachment I, II, H, 5, ii, a, iv.

A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the Federal and state standards and requirements under this Contract.

Finding: The Plan does not disseminate practice guidelines to Plan providers.

4.0 Access

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

COMPLIANCE DEFICIENCIES:

CD 4.27:

Intergovernmental Agreement Exhibit A, Attachment I, II, E, 5, a-d.

The Contractor shall implement written policies and procedures for selection and retention of network providers and that those policies and procedures, at a minimum, meet the following requirements:

a. Credentialing and re-credentialing requirements.

- i. The Contractor shall follow the state's established uniform credentialing and re-credentialing policy that addresses behavioral and substance use disorders.*
- ii. The Contractor shall follow a documented process for credentialing and re-credentialing of network providers.*

b. Nondiscrimination.

- i. The Contractor's network provider selection policies and procedures, consistent with 42 CFR §438.12, shall not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment.*

c. Excluded providers.

- i. The Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Act.*

d. Additional Department requirements.

- i. The Contractor shall comply with any additional requirements established by the Department.*

Finding: The Plan's selection and retention of network providers policy and procedure was not signed and does not address the following requirement:

- Nondiscrimination against providers that serve high-risk populations or specialize in conditions that require costly treatment.

CD 4.28:

Intergovernmental Agreement Exhibit A, Attachment I, II, E, 5. a. i – ii.

The Contractor shall implement written policies and procedures for selection and retention of network providers and that those policies and procedures, at a minimum, meet the following requirements:

a. Credentialing and re-credentialing requirements.

- i. The Contractor shall follow the state's established uniform credentialing and re-credentialing policy that addresses behavioral and substance use disorders.*
- ii. The Contractor shall follow a documented process for credentialing and re-credentialing of network providers.*

Finding: The Plan does not have a policy and procedure in place that addresses credentialing and re-credentialing of network providers.

5.0 COORDINATION OF CARE

The following deficiencies in Coordination of Care for regulations, standards, or protocol requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 5.38:

Intergovernmental Agreement Exhibit A, Attachment I, II, E, 3, iii.

- iii. *The Contractor shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. These procedures shall meet Department requirements and shall do the following:*
 - a. *Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity.*
 - b. *Coordinate the services the Contractor furnishes to the beneficiary:*
 - i. *Between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays.*
 - ii. *With the services the beneficiary receives from any other managed care organization.*
 - iii. *With the services the beneficiary receives in FFS Medicaid.*
 - iv. *With the services the beneficiary receives from community and social support providers.*
 - c. *Make a best effort to conduct an initial screening of each beneficiary's needs, within 90 calendar days of the effective date of enrollment for all new beneficiaries, including subsequent attempts if the initial attempt to contact the beneficiary is unsuccessful.*
 - d. *Share with the Department or other managed care organizations serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities.*
 - e. *Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards.*
 - f. *Ensure that in the process of coordinating care, each beneficiary's privacy is protected in accordance with the privacy requirements in 45 CFR parts 160 and 164 subparts A and E and 42 CFR Part 2, to the extent that they are applicable*

Finding: The coordination of care procedures submitted were in draft format. Additionally, the Plan's coordination of care procedures does not address how the Plan ensures following requirements are met:

- Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity.
- Make a best effort to conduct an initial screening of each beneficiary's needs, within 90 calendar days of the effective date of enrollment for all new beneficiaries, including subsequent attempts if the initial attempt to contact the beneficiary is unsuccessful.
- Share with the Department the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities.

6.0 GRIEVANCE, APPEAL, AND FAIR HEARING PROCESS

The following deficiencies in grievance, appeal, and fair hearing regulations, standards, or protocol requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 6.42:

Intergovernmental Agreement Exhibit A, Attachment I, II. E. 7.

7. Grievance and Appeal Systems (42 CFR §438.228).

- i. The Contractor shall have in effect a grievance and appeal system that meets the requirements outlined in Article II.G of this Agreement.*
- ii. The Contractor shall be responsible for issuing any Notice of Adverse Benefit Determination under 42 CFR Part 431, subpart E. The Department shall conduct random reviews of the Contractor and its providers and subcontractors to ensure that they are notifying beneficiaries in a timely manner.*

Finding: The Plan did not provide a copy of the Plan's grievance and appeals procedure.

7.0 Quality

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

COMPLIANCE DEFICIENCIES:

CD 7.46:

Intergovernmental Agreement Exhibit A, Attachment I, III, CC, 8.

8. *The Contractor shall implement mechanisms to assess beneficiary/family satisfaction. The Contractor shall assess beneficiary/family satisfaction by:*

- a. *Surveying beneficiary/family satisfaction with the Contractor's services at least annually;*
- b. *Evaluating beneficiary grievances, appeals and fair hearings at least annually;*
- c. *Evaluating requests to change persons providing services at least annually; and*
- d. *The Contractor shall inform providers of the results of beneficiary/family satisfaction activities.*

MHSUDS Information Notice: 17-026

Use of the TPS is required to fulfill the county's EQRO requirements related to having a valid client survey. Counties shall administer the TPS at least once annually, following the instructions provided below. However, as a best practice, counties can conduct more frequent client satisfaction surveys and/or include additional survey questions as long as the standard TPS is utilized.

Finding: The Plan did not submit a written process for assessing beneficiary/family satisfaction.

CD 7.47:

Intergovernmental Agreement Exhibit A, Attachment I, III, CC, 9

The Contractor shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.

Finding: The policy and procedure submitted did not address the how the Plan conducts annual monitoring of the safety and effectiveness of medication practices under the supervision of a person licensed to prescribe or dispense prescription drugs.

CD 7.48:

Intergovernmental Agreement Exhibit A, Attachment I, III, CC, 10.

The Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually.

Finding: The Plan does not have a process in place to monitor appropriate and timely intervention of occurrences that raise quality of care concerns.

CD 7.53:

Intergovernmental Agreement Exhibit A, Attachment I, III, FF, 3, 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.*

Intergovernmental Agreement Exhibit A, Attachment I, III, AA, 2, iv.

1. *Each subcontract shall*

- iv. *Ensure that the Contractor monitor the subcontractor's performance on an ongoing basis and subject it to an annual onsite review, consistent with statutes, regulations, and Article III.PP.*

Finding: The Plan does not adequately monitor their CalOMS Tx reports:

- Open Admissions Report
- Open Providers Report

8.0 PROGRAM INTEGRITY

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

COMPLIANCE DEFICIENCIES:

CD 8.62:

Intergovernmental Agreement Exhibit A, Attachment I, II, H, 5, ii, g.

Provision for the prompt referral of any potential fraud, waste, or abuse that the Contractor identifies to the Department Medicaid program integrity unit or any potential fraud directly to the State Medicaid Fraud Control Unit.

Finding: The Plan's procedure for reporting any potential fraud, waste, or abuse did not include referring any potential fraud, waste, or abuse to the Department's Medicaid Fraud Control Unit.

CD 8.63:

Intergovernmental Agreement Exhibit A, Attachment I, II, H, 5, i-ii, b.

- i. The Contractor, and its subcontractors to the extent that the subcontractors are delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse.*
- ii. The arrangements or procedures shall include the following:*
 - a. Provision for prompt reporting of all overpayments identified or recovered, specifying the overpayments due to potential fraud, to the Department*

Finding: The Plan's written procedure did not include a provision regarding the prompt reporting of all overpayments identified or recovered, specifying the overpayments due to potential fraud, to DHCS.