



JENNIFER KENT
DIRECTOR

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



EDMUND G. BROWN JR.
GOVERNOR

August 21, 2018

Sent via e-mail to: Bruce.Copley@hhs.sccgov.org

Bruce Copley, Director
Santa Clara County Department of Alcohol and Drug Services
976 Lenzen Avenue, 3rd Floor
San Jose, CA 95126-2737

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

Dear Director Copley:

Enclosed are the results of Santa Clara 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 Santa Clara 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.

Santa Clara County is required to submit a Corrective Action Plan (CAP) addressing each deficiency noted to the CPU Analyst by 9/21/2018. 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,

Rotna Simmons
(916) 713-8573
rotna.simmons@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
Santa Clara County**

Distribution:

To: Director Copley

CC: Tracie Walker, Performance & Integrity Branch, Chief
Denise Galvez, Policy and Prevention Branch, Chief
Janet Rudnick, Utilization Review Section, Chief
Cynthia Hudgins, Quality Monitoring Section, Supervisor
Susan Jones, County Performance Unit, Supervisor
Tianna Hammock, Drug Medi-Cal Monitoring Unit I, Supervisor
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Eric Painter, Postservice Postpayment Unit II, Supervisor
Danielle Stumpf, Office of Women, Perinatal and Youth Services Unit,
Supervisor Vanessa Machado, Policy and Prevention Branch, Office Technician,
Leilani F. Villanueva, Santa Clara County's Contracts Administration

Date: August 21, 2018

Report Prepared by: *Rotna Simmons, County Performance Analyst*

Manager Approval: *Susan Jones, County Performance Supervisor*

Lead CPU Analyst:

Review Date:

Rotna Simmons Assisting CPU Supervisor: Susan Jones	6/5/18 to 6/7/18
County Name: Santa Clara County Address: 976 Lenzen Avenue, 3rd Floor San Jose, CA 95126-2737	Review Period: FY 2017-18

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. 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 Standards (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 CD and NR.
- b) A list of action steps to be taken to correct the CD/NR.
- c) A projected 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 any new 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's)

Section: Number of CD's:

1.0 Administration	2
2.0 SABG Monitoring	2
3.0 Perinatal	0
4.0 Adolescent/Youth Treatment	0
5.0 Primary Prevention	0
6.0 Cultural Competence	0
7.0 CalOMS and DATAR	2
8.0 Privacy and Information Security	2

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 1.8:

State County Contract, Exhibit A, Attachment I, Part I, Section 3, C
Contractor shall comply with the sub-recipient pre-award risk assessment requirements contained in 2 CFR Part 200 Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards. Contractor, grant second-tier sub-recipient (subcontractors) annually prior to making an award. Contractor subcontractor and retain documentation for audit purposes.

Finding: The County did not conduct the 2017-18 annual risk assessment for each subcontractor prior to making an award.

CD 1.9:

State County Contract, Exhibit A, Attachment I, Part I, Section 3, C
Contractor shall comply with the sub-recipient pre-award risk assessment requirements contained in 2 CFR Part 200 Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards. Contractor, grant second-tier sub-recipient (subcontractors) annually prior to making an award. Contractor subcontractor and retain documentation for audit purposes.

Finding: The County did not provide a copy of a risk assessment.

NR 1.14:

State County Contract Exhibit A, Attachment I, Part I, Section 1, C, 5
Contractor and all its subcontractors shall comply with the Minimum Quality Drug treatment Standards for SABG for all Substance Use Disorder (SUD) treatment programs either partially or fully funded by SABG. The Minimum Quality Drug Treatment Standards for SABG are attached to this Contract as Document 2F (b), incorporated by reference. The incorporation of any new Minimum Quality Drug Treatment Standards into this Contract shall not require a formal amendment.

Finding: The Minimum Quality Treatment Standards had not been implemented.

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.

CD 2.21:

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 submit all required SABG monitoring and auditing reports for FY 16-17 to DHCS within two weeks of report issuance.

7.0 CALIFORNIA OUTCOMES MEASUREMENT SYSTEM TREATMENT (CalOMS Tx) AND DRUG AND ALCOHOL TREATMENT ACCESS REPORT (DATAR)

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 did not submit annual updates or client discharges for beneficiaries in treatment over one year for the Fiscal year 17/18 were not submitted.

8.0 PRIVACY AND INFORMATION SECURITY

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

COMPLIANCE DEFICIENCIES:

CD 8.54:

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 policy ensuring all county and subcontracted employee passwords are protected and secure.

CD 8.60:

State-County Contract, Exhibit F, F-1, 3, D, 2

Compliance with the HIPAA Security Rule. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section 164.316. Contractor shall develop and maintain a written information privacy and security program that

includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.

Finding: The County did not provide policies, procedures, or practices in place that govern the usage of Electronic Health Records (EHRs).

10.0 TECHNICAL ASSISTANCE

The County did not request any technical assistance during this review.



JENNIFER KENT
DIRECTOR

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



EDMUND G. BROWN JR.
GOVERNOR

August 21, 2018

Sent via e-mail to: Bruce.Copley@hhs.sccgov.org
Bruce Copley, Director
Santa Clara County Department of Alcohol and Drug Services
976 Lenzen Avenue, 3rd Floor
San Jose, CA 95126-2737

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

Dear Director Copley:

Enclosed are the results of Santa Clara 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 Santa Clara 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.

Santa Clara County is required to submit a Corrective Action Plan (CAP) addressing each deficiency noted to the CPU Analyst by 9/21/2018. 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,

Rotna Simmons
(916) 713-8573
rotna.simmons@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
Santa Clara County

Distribution:

To: Director Copley

CC: Don Braeger, Substance Use Disorders - Program, Policy and Fiscal Division, Division Chief
Tracie Walker, Performance & Integrity Branch, Chief
Denise Galvez, Policy and Prevention Branch, Chief
Cynthia Hudgins, Quality Monitoring Section, Chief
Janet Rudnick, Utilization Review Section, Chief
Susan Jones, County Performance, Supervisor
Tianna Hammock, Drug Medi-Cal Monitoring Unit I, Supervisor
Stephanie Quok, Drug Medi-Cal Monitoring Unit II, Supervisor
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Danielle Stumpf, Office of Women, Perinatal and Youth Services Supervisor
Vanessa Machado, Policy and Prevention Branch, Office Technician,
Leilani F. Villanueva, Santa Clara's County's Contracts Administration

Date: August 21, 2018

Report Prepared by: *Rotna Simmons, County Performance Analyst*
Manager Approval: *Susan Jones, County Performance Supervisor*

Lead CPU Analyst: Rotna Simmons	Review Date: 6/5/18 to 6/7/18
Assisting CPU Supervisor: Susan Jones	
County Name: Santa Clara	Review Period: FY 2017-18
County Address: 976 Lenzen Avenue, 3rd Floor San Jose, CA 95126-2737	

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 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 CD and NR.
- 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.

SUMMARY OF FY 2017-18 COMPLIANCE DEFFICIENCIES (CD) or (NR's)

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

1.0 ADMINISTRATION

A review of the administrative trainings, 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 1.10

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.

Intergovernmental Agreement Exhibit A, Attachment I, III, A, 1, iii.

Professional and non-professional staff are required to have appropriate experience and any necessary training at the time of hiring. Documentation of trainings, certifications and licensure shall be contained in personnel files.

Finding: The Plan does not require county and subcontracted providers to be trained prior to delivering services.

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.

ii. 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 Plan did not provide a finalized copy of the Plan's beneficiary handbook. The beneficiary handbook was missing the follow required topics:

- Emergency Services
- Why is it Important to Read this Handbook?
- Plan is Responsible

CD 2.17:

Intergovernmental Agreement Exhibit A, Attachment I, II, B, 2, xv, a-c.

a. The Contractor shall make available in electronic form and, upon request, in paper form, the following information about its network providers:

i. The provider's name as well as any group affiliation;

ii. Street address(es);

iii. Telephone number(s);

iv. Website URL, as appropriate;

v. Specialty, as appropriate;

vi. Whether the provider will accept new beneficiaries;

vii. The provider's cultural and linguistic capabilities, including languages (including American Sign Language) offered by the provider or a skilled medical interpreter at the provider's office, and whether the provider has completed cultural competence training; and

viii. Whether the provider's office/facility has accommodations for people with physical disabilities, including offices, exam room(s) and equipment.

b. The Contractor shall include the following provider types covered under this Agreement in the provider directory:

i. Physicians, including specialists

ii. Hospitals

iii. Pharmacies

iv. Behavioral health providers

c. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories shall be updated no later than 30 calendar days after the Contractor receives updated provider information

Finding: The provider directory is missing the following required element(s):

- Whether the provider will accept new beneficiaries
- The provider's cultural and linguistic capabilities, including languages (including whether the provider has completed cultural competence training)
- Whether the provider's office/facility has accommodations for people with physical disabilities, including offices, exam room(s) and equipment

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 providers², 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:

- National Provider Identifier number

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 did not provide written policies and procedures on selection and retention of network providers.

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 did not provide written policies and procedures for credentialing and re-credentialing network providers.

CD 4.29:

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

- 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.*

Intergovernmental Agreement Exhibit A, Attachment I, II, E, 3. iii, b, i-iv.

- 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:*
 - 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.*

Finding: The Plan does not have a single case agreement process to ensure that NTP beneficiaries are able to receive their dosing while they are away from their provider.

CD 4.30:

Intergovernmental Agreement Exhibit A, Attachment I, II, E, 1, ii, a.

- ii. *The Contractor shall, consistent with the scope of its contracted services, meet the following requirements:*
 - a. *Maintain and monitor a network of appropriate providers that is supported by written agreements and is sufficient to provide adequate access to all services covered under this Agreement for all beneficiaries, including those with limited English proficiency or physical or mental disabilities;*

Intergovernmental Agreement Exhibit A, Attachment I, III, E, 1, i-iii.

Availability of Services

- 1. *In addition to the availability of services requirements set forth in Article II.E.1 of this Agreement, the Contractor shall:*
 - i. *Consider the numbers and types (in terms of training, experience and specialization) of providers required to ensure the availability and accessibility of medically necessary services;*
 - ii. *Maintain and monitor a network of appropriate providers that is supported by written agreements for subcontractors and that is sufficient to provide its beneficiaries with adequate access to all services covered under this Agreement.*
 - iii. *In establishing and monitoring the network, document the following:*

- a. *The anticipated number of Medi-Cal eligible beneficiaries.*
- b. *The expected utilization of services, taking into account the characteristics and SUD treatment needs of beneficiaries.*
- c. *The expected number and types of providers in terms of training and experience needed to meet expected utilization.*
- d. *The numbers of network providers who are not accepting new beneficiaries.*
- e. *The geographic location of providers and their accessibility to beneficiaries, considering distance, travel time, means of transportation ordinarily used by Medi-Cal beneficiaries, and physical access for disabled beneficiaries.*

Finding: The Plan does not have a documented process for monitoring its network's time and distance standards for beneficiaries accessing SUD services.

5.0 COORDINATION OF CARE

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

COMPLIANCE DEFICIENCIES:

CD 5.37:

Intergovernmental Agreement Exhibit A, Attachment I, III, G, 3.

3. *Contractor shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan that enrolls beneficiaries served by the DMC-ODS. This requirement may be met through an amendment to the Specialty Mental Health Managed Care Plan MOU.*
 - i. *The following elements in the MOU should be implemented at the point of care to ensure clinical integration between DMC-ODS and managed care providers:*
 - a. *Comprehensive substance use, physical, and mental health screening.*
 - b. *Beneficiary engagement and participation in an integrated care program as needed;*
 - c. *Shared development of care plans by the beneficiary, caregivers and all providers;*
 - d. *Collaborative treatment planning with managed care;*
 - e. *Delineation of case management responsibilities;*
 - f. *A process for resolving disputes between the county and the Medi-Cal managed care plan that includes a means for beneficiaries to receive medically necessary services while the dispute is being resolved;*
 - g. *Availability of clinical consultation, including consultation on medications;*
 - h. *Care coordination and effective communication among providers including procedures for exchanges of medical information;*
 - i. *Navigation support for patients and caregivers; and*
 - j. *Facilitation and tracking of referrals between systems including bidirectional referral protocol.*

Finding: The Plan has not submitted the required two executed Memorandums of Understanding with the Medi-Cal managed care plan(s) within the County.

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 Plan's coordination of care procedures do not address how the Plan ensures the following requirements are met:

- 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.

7.0 Quality

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

COMPLIANCE DEFICIENCIES:

CD 7.45:

Intergovernmental Agreement Exhibit A, Attachment I, III, CC, 7.

The Contractor shall have mechanisms to detect both underutilization of services and overutilization of services, as required by Article II.F.1 of this Agreement.

Finding: The Plan did not have mechanism for detecting underutilization and over utilization of services.

10.0 TECHNICAL ASSISTANCE

The Plan did not request any Technical Assistance during this review.