



MICHELLE BAASS  
DIRECTOR

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



GAVIN NEWSOM  
GOVERNOR

June 29, 2022

Sent via e-mail to: [phebe.bell@co.nevada.ca.us](mailto:phebe.bell@co.nevada.ca.us)

Phebe Bell, Director  
Nevada County Behavioral Health  
500 Crown Point Circle, Suite 102  
Grass Valley, CA 95945

SUBJECT: Annual DMC-ODS County Compliance Unit Findings Report

Dear Director Bell:

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 Nevada 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 Nevada County's State Fiscal Year 2021-22 DMC-ODS compliance review. The report identifies deficiencies, required corrective actions, new requirements, advisory recommendations, and referrals for technical assistance.

Nevada 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/Provider Operation and Monitoring Branch (CPOMB) Analyst by 8/29/2022. Please use the enclosed CAP form and submit the completed CAP and supporting documentation via email to the CPOMB liaison at [MCBHDMonitoring@dhcs.ca.gov](mailto:MCBHDMonitoring@dhcs.ca.gov).

If you have any questions or need assistance, please contact me at [emanuel.hernandez@dhcs.ca.gov](mailto:emanuel.hernandez@dhcs.ca.gov).

Sincerely,

Emanuel Hernandez  
(916) 713-8667

Audits and Investigations Division  
Medical Review Branch  
Behavioral Health Compliance Section  
County Compliance Unit  
1500 Capitol Ave., MS 2305  
Sacramento, CA 95814  
<http://www.dhcs.ca.gov>

Distribution:

To: Director Phebe Bell,

CC: Mateo Hernandez, Audits and Investigations, Medical Review Branch Acting Chief  
Lanette Castleman, Audits and Investigations, Behavioral Health Compliance Section Chief  
Ayesha Smith, Audits and Investigations, Behavioral Health Compliance Unit Chief  
Michael Bivians, Audits and Investigations, County Compliance Monitoring II Chief  
Cindy Berger, Audits and Investigations, Provider Compliance Unit Chief  
Sergio Lopez, County/Provider Operations Monitoring Section I Chief  
Tony Nguyen, County/Provider Operations Monitoring Section II Chief  
[MCBHDMonitoring@dhcs.ca.gov](mailto:MCBHDMonitoring@dhcs.ca.gov), County/Provider Operations and Monitoring Branch  
Suzanne McMaster, Nevada County AOD Program Manager  
Jamie Maxwell, Nevada County Quality Assurance Manager

## COUNTY REVIEW INFORMATION

**County:**

Nevada

**County Contact Name/Title:**

Jaime Maxwell, Quality Assurance Manager

**County Address:**

500 Crown Point Circle, Suite 120  
Grass Valley, CA 94954

**County Phone Number/Email:**

530-470-2418

[Jaime.Maxwell@co.nevada.ca.us](mailto:Jaime.Maxwell@co.nevada.ca.us)

**Date of DMC-ODS Implementation:**

07/01/2018

**Date of Review:**

04/05/2022

**Lead CCU Analyst:**

Emanuel Hernandez

**Assisting CCU Analyst:**

N/A

**Report Prepared by:**

Emanuel Hernandez

**Report Approved by:**

Ayesha Smith

## 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. Fiscal Year (FY) 2020-21 Intergovernmental Agreement (IA)
  - b. Fiscal Year (FY) 2021-22 Intergovernmental Agreement (IA)
  - c. Mental Health and Substance Use Disorders Services (MHSUDS) Information Notices
  - d. Behavioral Health Information Notices (BHIN)

## ENTRANCE AND EXIT CONFERENCE SUMMARIES

### **Entrance Conference:**

An Entrance Conference was conducted via WebEx on 04/05/2022. The following individuals were present:

- Representing DHCS:  
Emanuel Hernandez, Associate Governmental Program Analyst (AGPA)  
Marcia Casado, AGPA
- Representing Nevada County:  
Phebe Bell, Nevada County Behavioral Health Director  
Susan McMaster, Nevada County Behavioral Health Adult Services Program Manager  
Jaime Maxwell, Nevada County Behavioral Health Quality Assurance Manager  
Alisa Wood, Nevada County Behavioral Health LCSW Quality Assurance Therapist  
Allison Dobbins, Nevada County Behavioral Health Administrative Services Officer

During the Entrance Conference, the following topics were discussed:

- Introductions
- Overview of review process
- Overview of services provided

### **Exit Conference:**

An Exit Conference was conducted via WebEx on 04/05/2022. The following individuals were present:

- Representing DHCS:  
Emanuel Hernandez, AGPA  
Marcia Casado, AGPA
- Representing Nevada County:  
Phebe Bell, Nevada County Behavioral Health Director  
Susan McMaster, Nevada County Behavioral Health Adult Services Program Manager  
Jaime Maxwell, Nevada County Behavioral Health Quality Assurance Manager  
Alisa Wood, Nevada County Behavioral Health LCSW Quality Assurance Therapist  
Allison Dobbins, Nevada County Behavioral Health Administrative Services Officer

During the Exit Conference, the following topics were discussed:

- Submitting follow-up evidence
- Due date for evidence submission

## SUMMARY OF FY 2021-22 COMPLIANCE DEFICIENCIES (CD)

<u>Section:</u>	<u>Number of CD's</u>
1.0 Availability of DMC-ODS Services	8
2.0 Coordination of Care	2
3.0 Quality Assurance and Performance Improvement	7
4.0 Access and Information Requirements	7
5.0 Beneficiary Rights and Protections	0
6.0 Program Integrity	0

## **CORRECTIVE ACTION PLAN (CAP)**

Pursuant to the Intergovernmental Agreement, Exhibit A, Attachment I, Part III, Section KK, 2, i each CD identified must be addressed via a CAP. The CAP is due within sixty (60) calendar days of the date of this monitoring report.

Please provide the following within the completed FY 2021-22 CAP:

- a) DHCS' CAP Template used to document process.
- b) A list of action steps to be taken to correct the CD.
- c) The name of the person who will be responsible for corrections and ongoing compliance.
- d) Provide a specific description on how ongoing compliance is ensured
- e) A date of completion for each CD.

The CPOMB liaison will monitor progress of the CAP completion.

## Category 1: AVAILABILITY OF DMC-ODS SERVICES

A review of the administrative trainings, policies and procedures was conducted to ensure compliance with applicable regulations, and standards. The following deficiencies in availability of DMC-ODS services were identified:

### COMPLIANCE DEFICIENCIES:

#### **CD 1.1.3:**

##### Intergovernmental Agreement Exhibit A, Attachment I, II, E, 1, iii, a-d

- iii. The Contractor shall comply with the following timely access requirements:
  - a. Meet and require its network providers to meet Department standards for timely access to care and services, taking into account the urgency of the need for services.
  - b. Ensure that the network providers offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or comparable to Medicaid FFS, if the provider serves only Medicaid beneficiaries.
  - c. Make services included in this Agreement available 24 hours a day, 7 days a week, when medically necessary.
  - d. Establish mechanisms to ensure compliance by network providers.

**Findings:** The Plan did not provide evidence demonstrating all network provider's compliance with all timely access requirements. The Plan did not provide evidence of the following timely access requirements:

- Meet and require network providers to meet DHCS standards for timely access to care and services;
- Ensure network providers offer hours of operation that are no less than offered to commercial beneficiaries or Medicaid FFS if the provider serves only Medicaid beneficiaries;
- Make services available 24 hours a day, 7 days a week when medically necessary; and
- Establish mechanism to ensure compliance by network providers.

#### **CD 1.2.2:**

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

- i. The Contractor shall implement written policies and procedures for selection and retention of network providers and the implemented 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, 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.

**Findings:** The Plan did not provide evidence demonstrating all network providers who deliver covered services sign and date a written attestation regarding their credentials.

The Plan did not provide evidence of two (2) completed credentialing attestations for licensed providers employed by subcontractors. The completed credentialing attestations were not submitted for the following providers:

- MidValley Recovery Facility, Inc., provider #292948
- Granite Wellness Centers, provider #292995

The Plan did not provide evidence demonstrating the credentialing attestation form contains the required elements. The missing elements include:

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

**CD 1.4.1:**

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

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.

**Findings:** The Plan did not provide evidence demonstrating the monitoring of personnel files to ensure non-professional and professional staff employed by Nevada County have appropriate experience and necessary training at the time of hiring. The Plan did not provide evidence for:

- Two (2) professional/licensed staff hired by Nevada County during FY 2020-21.
- Two (2) non-professional staff hired by Nevada County during FY 2020-21.

**CD 1.4.2:**

Intergovernmental Agreement Exhibit A, Attachment I, III, A, 1, ii

ii. Non-professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. A professional and/or administrative staff shall supervise non-professional staff.

**Findings:** The Plan did not provide evidence demonstrating non-professional staff employed by Nevada County receive appropriate onsite orientation and training prior to performing assigned duties. The Plan did not provide evidence for:

- Two (2) non-professional staff hired by Nevada County during FY 2020-21.

**CD 1.4.3:**

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

- 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.

**Findings:** The Plan did not provide evidence demonstrating the monitoring of personnel files to ensure non-professional and professional staff employed by subcontractors have appropriate experience and necessary training at the time of hiring.

The Plan did not provide evidence of monitoring personnel files for two (2) non-professional staff hired by subcontractors during FY 2020-21 from the following network providers:

- Granite Wellness Centers, provider #290001
- Common Goals, Inc., provider #292902

The Plan did not provide evidence of monitoring personnel files for two (2) professional/licensed staff hired by subcontractors during FY 2020-21 from the following network providers:

- Granite Wellness Centers, provider #290001
- Common Goals, Inc., 292902

**CD 1.4.7:**

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

3. Training to DMC Subcontractors

- i. 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.

**Findings:** The Plan did not provide evidence demonstrating all subcontractor staff conducting assessments complete two ASAM Criteria e-Training modules prior to providing services.

**CD 1.4.8:**

Intergovernmental Agreement Exhibit A, Attachment I, III, A, 1, iv

- iv. Physicians shall receive a minimum of five hours of continuing medical education related to addiction medicine each year.

**Findings:** The Plan did not provide evidence demonstrating Nevada County's physician received the annual five (5) hours of continuing medical education units in addiction medicine. Specifically:

- The continuing medical education submitted for calendar year 2019 for Nevada County's physician was not provided.

The Plan did not provide evidence demonstrating the Granite Wellness physician received the annual five (5) hours of continuing medical education in addiction medicine. Specifically:

- The continuing medical education submitted for calendar year 2019 for Granite Wellness physician was not provided.

The Plan did not provide evidence demonstrating the Common Goals physician received the annual five (5) hours of continuing medical education in addiction medicine. Specifically:

- The continuing medical education submitted for calendar year 2019 for Common Goals physician was not provided.

**CD 1.4.9:**

Intergovernmental Agreement Exhibit A, Attachment I, III, A, 1, v

v. Professional staff (LPHAs) shall receive a minimum of five hours of continuing education related to addiction medicine each year.

**Findings:** The Plan did not provide evidence demonstrating Nevada County's professional staff (LPHAs) received the annual five (5) hours of continuing education units in addiction medicine. Specifically:

- The Plan did not submit continuing education units for three (3) County LPHA staff for calendar year 2019.
- The Plan did not submit continuing education units for three (3) County LPHA staff for calendar year 2020.

The Plan did not provide evidence demonstrating Lovett Recovery Center professional staff (LPHA) received the annual five (5) hours of continuing education in addiction medicine. Specifically:

- The Plan did not submit continuing education units for three (3) subcontractor LPHA staff for calendar year 2019.
- The Plan did not submit continuing education units for three (3) subcontractor LPHA staff for calendar year 2020.

The Plan did not provide evidence demonstrating the Granite Wellness professional staff (LPHA) received the annual five (5) hours of continuing education in addiction medicine. Specifically:

- The Plan did not submit continuing education units for three (3) subcontractor LPHA staff for calendar year 2019.
- The Plan did not submit continuing education units for three (3) subcontractor LPHA staff for calendar year 2020.

The Plan did not provide evidence demonstrating the Aegis Treatment Centers professional staff (LPHA) received the annual five (5) hours of continuing education in addiction medicine. Specifically:

- The Plan did not submit continuing education units for three (3) subcontractor LPHA staff for calendar year 2019.
- The Plan did not submit continuing education units for three (3) subcontractor LPHA staff for calendar year 2020.

## Category 2: COORDINATION OF CARE

A review of the coordination of care requirements and continuity of care was conducted to ensure compliance with applicable regulations, and standards. The following deficiencies in the coordination of care requirements were identified:

### COMPLIANCE DEFICIENCIES:

#### **CD 2.1.4:**

##### Intergovernmental Agreement Exhibit A, Attachment I, II, E, 3, iv-v, a-e

- iv. The Contractor shall implement mechanisms to comprehensively assess each Medicaid beneficiary identified by the Department as having special health care needs to identify any ongoing special conditions of the beneficiary that require a course of treatment or regular care monitoring. The assessment mechanisms shall use appropriate providers.
- v. The Contractor shall produce a treatment or service plan meeting the criteria below for beneficiaries with special health care needs that are determined through assessment to need a course of treatment or regular care monitoring. The treatment or service plan shall be:
  - a. Developed with beneficiary participation, and in consultation with any providers caring for the beneficiary.
  - b. Developed by a person trained in person-centered planning using a person-centered process and plan, as defined in 42 CFR §441.301(c)(1) and (2).
  - c. Approved by the Contractor in a timely manner, if this approval is required by the Contractor.
  - d. In accordance with any applicable Department quality assurance and utilization review standards.
  - e. Reviewed and revised upon reassessment of functional need, at least every 12 months, or when the beneficiary's circumstances or needs change significantly, or at the request of the beneficiary per 42 CFR §441.301(c)(3).

**Findings:** The Plan did not provide evidence demonstrating County and subcontractor compliance with meeting the criteria for beneficiaries with special health care needs. The treatment or service plan was not:

- Developed with beneficiary participation, and in consultation with any providers caring for the beneficiary.
- Approved by the Contractor in a timely manner, if this approval is required by the Contractor.
- In accordance with any applicable Department quality assurance and utilization review standards.
- Reviewed and revised upon reassessment of functional need, at least every 12 months, or when the beneficiary's circumstances or needs change significantly, or at the request of the beneficiary per 42 CFR §441.301(c)(3).
- Developed by a person trained in person-centered planning using a person-centered process and plan, as defined in 42 CFR §441.301(c)(1) and (2).

**CD 2.2.2:**

Intergovernmental Agreement Exhibit A, Attachment I, III, G, 2

1. In addition to specifying how beneficiaries will transition across levels of acute and short-term SUD care without gaps in treatment, the Contractor shall ensure that beneficiaries have access to recovery supports and services immediately after discharge or upon completion of an acute care stay, with the goal of sustained engagement and long-term retention in SUD and behavioral health treatment.

BHIN 21-020

**POLICY:**

As part of CalAIM, DHCS is clarifying (1) the allowable components of recovery services, described below; (2) when and how beneficiaries, including justice-involved individuals, may access recovery services; and (3) the availability of recovery services to individuals receiving Medication-Assisted Treatment (MAT). Recovery services may be delivered concurrently with other DMC-ODS services and levels of care as clinically appropriate. Beneficiaries without a remission diagnosis may also receive recovery services and do not need to be abstinent from drugs for any specified period of time. The service components of recovery services are:

- Individual and/or group outpatient counseling services;
- Recovery Monitoring: Recovery coaching and monitoring delivered in-person, by synchronous telehealth, or by telephone/audio-only;
- Relapse Prevention: Relapse prevention, including attendance in alumni groups and recovery focused events/activities;
- Education and Job Skills: Linkages to life skill services and supports, employment services, job training, and education services;
- Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
- Support Groups: Linkages to self-help and support services, spiritual and faith-based support;
- Ancillary Services: Linkages to housing assistance, transportation, case management, and other individual services coordination.

Beneficiaries may receive recovery services based on a self-assessment or provider assessment of relapse risk. Beneficiaries receiving MAT, including Narcotic (Opioid) Treatment Program services, may receive recovery services. Beneficiaries may receive recovery services immediately after incarceration regardless of whether or not they received SUD treatment during incarceration. Recovery services may be provided in-person, by synchronous telehealth, or by telephone/audio-only. Recovery services may be provided in the home or the community.

**Findings:** The Plan did not provide evidence demonstrating beneficiaries have access to recovery supports and services immediately after discharge or upon completion of an acute care stay.

## Category 3: QUALITY ASSURANCE AND PERFORMANCE IMPROVEMENT

A review of the practice guidelines, monitoring, and other quality assurance requirements was conducted to ensure compliance with applicable regulations and standards. The following deficiencies in quality assurance and performance improvement were identified:

### COMPLIANCE DEFICIENCIES:

#### **CD 3.2.1:**

##### Intergovernmental Agreement Exhibit A, Attachment I, III, AA, 3, iii, a-e

- iii. Evidence Based Practices (EBPs): Providers will implement at least two of the following EBPs based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. The Contractor will ensure the providers have implemented EBPs. The state will monitor the implementation and regular training of EBPs to staff during reviews. The required EBPs include:
- a. Motivational Interviewing;
  - b. Cognitive-Behavioral Therapy;
  - c. Relapse Prevention;
  - d. Trauma-Informed Treatment; and
  - e. Psycho-Education.

**Findings:** The Plan did not provide evidence demonstrating providers have implemented and are utilizing at least two of the required Evidence Based Practices.

The Plan did not provide evidence demonstrating providers are monitored for implementation and utilization of at least two of the required Evidence Based Practices during provider reviews.

#### **CD 3.2.2:**

##### Intergovernmental Agreement Exhibit A, Attachment I, III, PP, 6, i, a-j

1. Personnel files shall be maintained on all employees, contracted positions, volunteers, and interns, and shall contain the following:
  - a. Application for employment and/or resume
  - b. Signed employment confirmation statement/duty statement
  - c. Job description
  - d. Performance evaluations
  - e. Health records/status as required by the provider, AOD Certification or CCR Title 9
  - f. Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries)
  - g. Training documentation relative to substance use disorders and treatment
  - h. Current registration, certification, intern status, or licensure
  - i. Proof of continuing education required by licensing or certifying agency and program
  - j. Provider's Code of Conduct.

**Findings:** The Plan did not provide evidence demonstrating personnel files are maintained on all County employees, volunteers and interns and contain the following:

- Application for employment and/or resume;
- Signed employment confirmation statement/duty statement;
- Job description;
- Performance evaluations;
- Health records/status as required by the provider, AOD Certification or CCR Title 9;
- Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries);
- Training documentation relative to substance use disorders and treatment;
- Current registration, certification, intern status, or licensure;
- Proof of continuing education required by licensing or certifying agency and program; and
- Provider's Code of Conduct.

The Plan did not provide evidence demonstrating personnel files are maintained on all subcontract provider employees, volunteers and interns and contain the following:

- Application for employment and/or resume;
- Signed employment confirmation statement/duty statement;
- Job description;
- Performance evaluations;
- Health records/status as required by the provider, AOD Certification or CCR Title 9;
- Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries);
- Training documentation relative to substance use disorders and treatment;
- Current registration, certification, intern status, or licensure;
- Proof of continuing education required by licensing or certifying agency and program; and
- Provider's Code of Conduct.

**CD 3.2.3:**

Intergovernmental Agreement Exhibit A, Attachment I, III, PP, 5, i-ii

- i. The SUD Medical Director's responsibilities shall, at a minimum, include all of the following:
  - a. Ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care.
  - b. Ensure that physicians do not delegate their duties to non-physician personnel.
  - c. Develop and implement written medical policies and standards for the provider.
  - d. Ensure that physicians, registered nurse practitioners, and physician assistants follow the provider's medical policies and standards.
  - e. Ensure that the medical decisions made by physicians are not influenced by fiscal considerations.
  - f. Ensure that provider's physicians and LPHAs are adequately trained to perform diagnosis of substance use disorders for beneficiaries, and determine the medical necessity of treatment for beneficiaries.
  - g. Ensure that provider's physicians are adequately trained to perform other physician duties, as outlined in this section.
- ii. The SUD Medical Director may delegate his/her responsibilities to a physician consistent with the provider's medical policies and standards; however, the SUD Medical Director shall remain responsible for ensuring all delegated duties are properly performed.

Intergovernmental Agreement Exhibit A, Attachment I, III, PP, 6, 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.

**Findings:** The Plan did not provide evidence demonstrating the written roles and responsibilities for Aegis Medical Director includes all required elements. The following required elements are missing, specifically:

- Signed and dated by the physician;
- Signed and dated by a provider representative;
- Ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care;
- Ensure that physicians do not delegate their duties to non-physician personnel;
- Develop and implement medical policies and standards for the provider;
- Ensure that physicians, registered nurse practitioners, and physician assistants follow the provider's medical policies and standards;
- Ensure that the medical decisions made by physicians are not influenced by fiscal considerations; and
- Ensure that provider's physicians are adequately trained to perform other physician duties.

**CD 3.2.4:**

Intergovernmental Agreement Exhibit A, Attachment I, III, PP, 6, 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, 6, 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.

**Findings:** The Plan did not provide evidence demonstrating the Code of Conduct for Aegis Medical Director includes all required elements. The following required elements are missing, specifically:

- Signed and dated by the physician;
- Signed and dated by a provider representative;
- Use of drugs and/or alcohol;
- Prohibition of social/business relationship with beneficiary's or their family members for personal gain;



- Prohibition of sexual contact with beneficiaries;
- Conflict of interest;
- Providing services beyond scope;
- Discrimination against beneficiary's or staff;
- Verbally, physically, or sexually harassing, threatening, or abusing beneficiary's, family members or other staff;
- Protection beneficiary confidentiality; and
- Cooperate with complaint investigations.

**CD 3.2.5:**

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

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.

**Findings:** The Plan did not provide evidence of the implemented annual mechanism for monitoring the safety and effectiveness of medication practices is under the supervision of a person licensed to prescribe or dispense prescription drugs.

**CD 3.4.1:**

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.

**Findings:** The Plan's Open Admissions report is not in compliance.

**CD 3.4.2:**

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.

**Findings:** The Plan’s Open Provider report is not in compliance.

## Category 4: ACCESS AND INFORMATION REQUIREMENTS

A review of the access and information requirements for the access line, language and format requirements and general information was conducted to ensure compliance with applicable regulations and standards. The following deficiencies in access and information requirements were identified:

### COMPLIANCE DEFICIENCIES:

#### **CD 4.1.1:**

Intergovernmental Agreement Exhibit A, Attachment I, III, II, 1

1. Contractor shall include instructions on record retention and include in any subcontract with providers the mandate to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to WIC 14124.1 and 42 CFR 438.3(h) and 438.3(u).

#### WIC 14124.1

Each provider, as defined in Section 14043.1, of health care services rendered under the Medi-Cal program or any other health care program administered by the department or its agents or contractors, shall keep and maintain records of each service rendered under the Medi-Cal program or any other health care program administered by the department or its agents or contractors, the beneficiary or person to whom rendered, the date the service was rendered, and any additional information as the department may by regulation require. Records required to be kept and maintained under this section shall be retained by the provider for a period of 10 years from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later, in accordance with Section 438.3(u) of Title 42 of the Code of Federal Regulations.

**Findings:** The Plan did not provide evidence demonstrating that records are retained for ten years from the final date of the contract period between the County and the provider from the date of completion of any audit or from the date the service was rendered, whichever is later.

#### **CD 4.1.2:**

Intergovernmental Agreement Exhibit A, Attachment I, III, HH, 1

1. The Contractor shall report complaints to DHCS by secure, encrypted e-mail to [MCBHDmonitoring@dhcs.ca.gov](mailto:MCBHDmonitoring@dhcs.ca.gov) within two business days of completion.

**Findings:** The Plan did not provide evidence demonstrating the reporting of complaints to DHCS by secure, encrypted email to [MCBHDMonitoring@dhcs.ca.gov](mailto:MCBHDMonitoring@dhcs.ca.gov) within two business days of completion.

**CD 4.1.3:**

Intergovernmental Agreement Exhibit A, Attachment I, III, HH, 2

1. Complaints for Residential Adult Alcoholism or Drug Abuse Recovery or Treatment Facilities, and counselor complaints may be made by using: The Complaint Form which is available and may be submitted online: <https://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>

**Findings:** The Plan did not provide evidence demonstrating program complaints received by the County regarding Residential Adult Alcoholism or Drug Abuse Treatment Facilities, and counselor complaints are communicated to DHCS using the online complaint form.

**CD 4.3.1:**

Intergovernmental Agreement Exhibit A, Attachment I, III, Y, 4, i

4. Hatch Act

- i. Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Intergovernmental Agreement Exhibit A, Attachment I, III, Y, 18, i

18. Subcontract Provisions

- i. Contractor shall include all of the foregoing provisions in all of its subcontracts.

**Findings:** The Plan did not provide evidence demonstrating County and subcontractor compliance with the Hatch Act.

The Plan did not provide evidence demonstrating all of the foregoing Intergovernmental Agreement, Exhibit A, Attachment I, Section III, Y, general provisions are included in all executed subcontracts, specifically the Hatch Act.

**CD 4.3.2:**

Intergovernmental Agreement Exhibit A, Attachment I, III, Y, 5, i

5. No Unlawful Use or Unlawful Use Messages Regarding Drugs

- i. Contractor agrees that information produced through these funds, and which pertains to drug and alcohol related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Agreement, Contractor agrees that it shall enforce, and shall require its subcontractors to enforce, these requirements.

Intergovernmental Agreement Exhibit A, Attachment I, III, Y, 18, i

18. Subcontract Provisions

- i. Contractor shall include all of the foregoing provisions in all of its subcontracts.

**Findings:** The Plan did not provide evidence demonstrating County and subcontractor compliance with No Unlawful Use or Unlawful Use Messages Regarding Drugs.

The Plan did not provide evidence demonstrating all of the foregoing Intergovernmental Agreement, Exhibit A, Attachment I, Section III, Y, general provisions are included in all executed subcontracts, specifically No Unlawful Use or Unlawful Use Messages Regarding Drugs.

**CD 4.3.3:**

Intergovernmental Agreement Exhibit A, Attachment I, III, Y, 7, i

7. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

- i. None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

Intergovernmental Agreement Exhibit A, Attachment I, III, Y, 18, i

18. Subcontract Provisions

- i. Contractor shall include all of the foregoing provisions in all of its subcontracts.

**Findings:** The Plan did not make available evidence demonstrating County and subcontractor compliance with the Limitation on Use of Funds for Promotion of Legalization of Controlled Substances.

The Plan did not provide evidence demonstrating all of the foregoing Intergovernmental Agreement, Exhibit A, Attachment I, Section III, Y, general provisions are included in all executed subcontracts, specifically the Limitation on Use of Funds for Promotion of Legalization of Controlled Substances.

**CD 4.3.4:**

Intergovernmental Agreement Exhibit A, Attachment I, III, Y, 11, i

11. Trafficking Victims Protection Act of 2000

- i. Contractor and its subcontractors that provide services covered by this Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to:  
<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

Intergovernmental Agreement Exhibit A, Attachment I, III, Y, 18, i

18. Subcontract Provisions

- i. Contractor shall include all of the foregoing provisions in all of its subcontracts.

**Findings:** The Plan did not provide evidence demonstrating County and Subcontractor compliance with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)) provision.

The Plan did not provide evidence demonstrating all of the foregoing Intergovernmental Agreement, Exhibit A, Attachment I, Section III, Y, general provisions are included in all executed subcontracts, specifically the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)) provision.

## **TECHNICAL ASSISTANCE**

Nevada County did not request any technical assistance.