



COUNTY OF LOS ANGELES  
**Public Health**



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November 9, 2012

Timothy O. Ejindu, Executive Director  
Pomona Alcohol and Drug Recovery Center, Incorporated  
558 North Towne Avenue  
Pomona, California 91767

Dear Mr. Ejindu:

This is to provide you with an Investigative Report for the following site visits:

Fiscal Year: 2012/2013  
Site Visit Dates: September 18, 19, 24, and October 09, 2012  
Contract Number(s): PH001841-2A-1 - Perinatal Day Care Habilitative (Drug/Medi-Cal)  
PH001841-2B-1 - Perinatal Outpatient Drug Free Counseling  
(Drug/Medi-Cal)  
PH001841C-1 - Day Care Habilitative (Drug/Medi-Cal)  
PH001841D-1 - Outpatient Drug Free Counseling (Drug/Medi-Cal)  
PH000635-3A3 - Proposition 36/JAG-OTP  
Agency Staff: Timothy Ejindu, Executive Director

The enclosed report summarizes the findings, requirements, and recommendations resulting from this investigation.

Please thank your staff for their assistance and cooperation rendered during this investigation. If you have any questions or need additional information, please contact me at (626) 299-4538 or [keong@ph.lacounty.gov](mailto:keong@ph.lacounty.gov).

Sincerely,

Reviewed by:

**-CONFIDENTIAL-**

**Timothy O. Ejindu, Executive Director**

**November 9, 2012**

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Kevin Ong  
Senior Contract Program Auditor

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Michael A. Kerr, M.A.  
Head Contract Program Auditor

KO:ko

Enclosure

c: Leo Busa, Financial Services Division  
Dorothy de Leon  
Robert Lucero, Financial Services Division  
Tony Hill  
Andrea Hurtado  
Daniel Deniz  
Sandra Williams  
Michael St. Jean

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL  
CONTRACT SERVICES DIVISION**

**INVESTIGATION REPORT**

**BACKGROUND**

On September 4, 2012, the Los Angeles County Substance Abuse Prevention and Control (SAPC) received an anonymous complaint against Pomona Alcohol and Drug Recovery Center, Incorporated (PADRC). The complaint alleged PADRC of the following:

1. Pre-generated documentation...treatment plans, progress notes, medical waivers, and group sign-in sheets.
2. Client signatures on sign-in sheets are forged by counselors.
3. Counselors do not work actual hours as claimed.
4. Counselors will have client sign 3 sign-in sheets when only two sessions were provided.
5. Gloria Ejindu and Frank Butler, wife and son of the executive director, do not work at the agency but get paid as if they do.

**METHODOLOGY**

The investigation consisted of the following:

1. Site visits conducted on September 18, 19, 24, and October 9, 2012, at the following location:

558 North Towne Avenue  
Pomona, California 91767
2. Face to face interviews with the following people:
  - a. Timothy O. Ejindu, Executive Director
  - b. Frank Butler, Intake Specialist and Office Support
  - c. Michael Murillo, Counselor
  - d. Vaneda Allen, Counselor
3. Facility assessment to determine if the agency has the physical capacity to justify the quantity of units billed.
4. Review of agency documentation:
  - a. Group sign-in sheets for June, July, August, and September 2012
  - b. Progress notes and charts for June, July, August, and September 2012
  - c. Agency timesheets for June, July, August, and September 2012
  - d. Personnel files
  - e. Prior audit reports for Fiscal Year 2009/2010, 2010/2011, and 2011/2012

5. Exit conference was conducted with Timothy O. Ejindu on October 9, 2012.


*Please note that some of the findings listed under this section are subject to recoupment from the State, as outlined in Title 22, Section 51341.1 (m) (1) through (7).*

**ALLEGATION 1: SUBSTANTIATED – Pre-generated documentation...treatment plans, progress notes, medical waivers, and group sign-in sheets.**


***Requirement:*** *In accordance with SAPC's June 3, 2010 Memo to Drug/Medi-Cal Providers, entitled, Conditions for Immediate Contract Termination, which states, "...Effective immediately, the following audit findings will result in immediate contract termination because SAPC considers these as fraudulent practices: Pre-generated treatment plans, progress notes, medical waivers, and group sign-in logs; Backdated treatment plans, progress notes, and medical waivers; and pre-dated treatment plans, progress notes, medical waivers, and group sign-in logs."*

***Requirement:*** *In accordance with your Additional Provision, Paragraph 49 (C), entitled, Contractor Responsibility and Debarment, which states, "County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same,(3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity."*

**Backdated Medical Waiver and Treatment Plans:**

1. **Finding:** During the initial site visit conducted on September 18, 2012, at 558 North Towne Avenue, Pomona Ca. 91767, investigator copied two (2) medical waivers and four (4) treatment plans that had deficiencies. On October 09, 2012, the same charts were again reviewed and the following issues were revealed:
  - A. 

**September 18, 2012:** Contained a treatment plan which did not have the physician's signature and date.

**October 09, 2012:** Contained the same identical treatment plan that was now *signed and backdated to July 24, 2012* by the physician.
  - B. 

**September 18, 2012:** Contained a treatment plan which did not have the physician's signature and date.

**October 09, 2012:** Contained the same identical treatment plan that was now *signed and backdated to July 31, 2012* by the physician.

C. [REDACTED]

**September 18, 2012:** Contained a treatment plan which did not have the physician's signature and date.

**October 09, 2012:** Contained the same identical treatment plan that was now *signed and backdated to August 22, 2012* by the physician.

D. [REDACTED]

**September 18, 2012:** Contained a treatment plan which did not have the client and primary counselor's signature and date.

**October 09, 2012:** Contained the same identical treatment plan that was now *signed and backdated to September 14, 2012* by the counselor and client.

E. [REDACTED]

**September 18, 2012:** Contained a medical waiver that was not signed and dated by the physician.

**October 09, 2012:** Contained the same identical medical waiver that was now *signed and backdated to September 05, 2012* by the physician.

F. [REDACTED]

**September 18, 2012:** Contained a medical waiver that was not signed and dated by the physician.

**October 09, 2012:** Contained the same identical medical waiver that was now *signed and backdated to September 05, 2012* by the physician.

**Corrective Action:** Contractor shall ensure that all documentation (medical waiver, treatment plan, etc.) that require a physician, counselor, or client's signature shall always be signed and dated when they are actually reviewed. Contractor shall ensure that all medical waivers and treatment plans are signed and dated correctly. **Contractor shall submit a corrected billing form to Financial Services Division, attention Mr. Roberto Lucero, for the eight (8) group counseling sessions billed @ \$27.25 per session for a total of \$218.00 for units not verified for contract PH001841D (ODF) for July, August, and September 2012 billings. Furthermore, Contractor shall submit a corrected billing form to Financial Services Division, attention Mr. Roberto Lucero, for the twenty-**

seven (27) counseling sessions billed @ \$58.84 per session for a total of \$1,588.68 for units not verified for contract PH001841C (DCH) for July, August, and September 2012 billings.

**A Total Monetary Disallowances for Contract PH001841D: \$218.00**  
**Total Monetary Disallowances for Contract PH001841C: \$1,588.68**

**Pre-signed and Pre-Dated Treatment Plans:**

2. **Finding:** During the site visit conducted on September 18, 2012, investigator copied five (5) treatment plans which were completed, pre-signed, and pre-dated by the reviewer (supervisor):
- A. [REDACTED] Contained a treatment plan that was *completed, pre-signed, and pre-dated* by the Executive Director, Timothy O. Ejindu, for September 26, 2012. This date was eight (8) days before the date of this investigation.
  - B. [REDACTED]: Contained a treatment plan that was *completed, pre-signed, and pre-dated* by the Executive Director, Timothy O. Ejindu for September 26, 2012. This date was eight (8) days before the date of this investigation.
  - C. [REDACTED] Contained a treatment plan that was *completed, pre-signed, and pre-dated* by the Executive Director, Timothy O. Ejindu for September 26, 2012. This date was eight (8) days before the date of this investigation.
  - D. [REDACTED] Contained a treatment plan that was *completed, pre-signed, and pre-dated* by the Executive Director, Timothy O. Ejindu for September 20, 2012. This date was two (2) days before the date of this investigation.
  - E. [REDACTED] Contained a treatment plan that was *completed, pre-signed, and pre-dated* by the Executive Director, Timothy O. Ejindu for September 19, 2012. This date was one (1) day before the date of this investigation.

**Corrective Action:** Contractor shall ensure that pre-signed and/or pre-dating of documentation (medical waiver, treatment plan, justification to continue treatment services, progress notes, etc.) are prohibited. Contractor shall ensure that all documentation (medical waiver, treatment plan, justification to continue treatment services, progress notes, etc.) that require a physician's, counselor's, or client's dating shall always be dated by the physician, counselor, supervising counselor, and client when they are actually reviewed.

**ALLEGATION 2: UNSUBSTANTIATED – Client signatures on sign-in sheets are forged by counselors.**

The investigator was unable to substantiate this complaint from the face to face interviews that was conducted with PADRC's staff on September 24, 2012.

**ALLEGATION 3: SUBSTANTIATED – Counselors do not work actual hours as claimed.**

***Requirement:*** *In accordance with Title 22, Section 51341.1 (b) (8) and (9), which states, “‘Group counseling’ means face-to-face contacts...” and “‘Individual counseling’ means face-to-face contacts...” In addition, in accordance with your Additional Provisions, Paragraph 14 (A), Records and Audits, entitled, Documentation, which states, “Contractor shall document the delivery of all specific services identified in the Agreement. Such documentation shall include daily and monthly reports of individual staff activities, records of specific service activities, and other records...” Furthermore, paragraph 14 (C) (4), entitled Financial Records which states, “Such records shall be corroborated by payroll timekeeping records, and timecards signed by the employee and approved by the supervisor ...”*

1. **Finding:** A review of the agency’s June, July, and August 2012 timesheets for Counselor, Nancy Reyes, indicated that on eight (8) different occasions, Ms. Reyes’ lunch hour and ending work time conflicted with the DCH group sessions she was reported to have facilitated:

DCH group sign-in sheet(s) indicated that Ms. Reyes conducted a group on June 11, 2012 from 12:00pm-3:00pm. However, Ms. Reyes’ timesheet documented that she was on lunch break from 2:32pm-3:04pm on that day.

DCH group sign-in sheet(s) indicated that Ms. Reyes conducted a group on June 12, 2012 from 12:00pm-3:00pm. However, Ms. Reyes’ timesheet documented that she was on lunch break from 2:00pm-3:00pm on that day.

DCH group sign-in sheet(s) indicated that Ms. Reyes conducted a group on June 13, 2012 from 3:00pm-6:00pm. However, Ms. Reyes’ timesheet documented that she ended her work day at 5:04pm on that day.

DCH group sign-in sheet(s) indicated that Ms. Reyes conducted a group on June 18, 2012 from 3:00pm-6:00pm. However, Ms. Reyes’ timesheet documented that she was on lunch break from 2:48pm-3:49pm on that day.

DCH group sign-in sheet(s) indicated that Ms. Reyes conducted a group on June 19, 2012 from 3:00pm-6:00pm. However, Ms. Reyes’ timesheet documented that she was on lunch break from 2:37pm-3:32pm on that day.

DCH group sign-in sheet(s) indicated that Ms. Reyes conducted a group on June 20, 2012 from 3:00pm-6:00pm. However, Ms. Reyes’ timesheet documented that she was on lunch break from 2:57pm-3:25pm on that day.

DCH group sign-in sheet(s) indicated that Ms. Reyes conducted a group on

June 25, 2012 from 3:00pm-6:00pm. However, Ms. Reyes' timesheet documented that she was on lunch break from 2:04pm-3:10pm on that day.

DCH group sign-in sheet(s) indicated that Ms. Reyes conducted a group on June 27, 2012 from 3:00pm-6:00pm. However, Ms. Reyes' timesheet documented that she ended her work day at 5:06pm on that day.

2. **Finding:** A review of the agency's June, July, and August 2012 timesheets for Counselor, Vaneda Allen, indicated that on ten (10) different occasions, Ms. Allen's lunch hour and ending work time conflicted with the DCH group sessions she was reported to have facilitated:

DCH group sign-in sheet(s) indicated that Ms. Allen conducted a group on June 04, 2012 from 3:00pm-6:00pm. However, Ms. Allen's timesheet documented that she left work at 5:56pm on that day.

DCH group sign-in sheet(s) indicated that Ms. Allen conducted a group on June 05, 2012 from 3:00pm-6:00pm. However, Ms. Allen's timesheet documented that she left work at 5:55pm on that day.

DCH group sign-in sheet(s) indicated that Ms. Allen conducted a group on June 11, 2012 from 3:00pm-6:00pm. However, Ms. Allen's timesheet documented that she was on lunch break from 3:09pm-4:06pm on that day.

DCH group sign-in sheet(s) indicated that Ms. Allen conducted a group on June 12, 2012 from 3:00pm-6:00pm. However, Ms. Allen's timesheet documented that she was on lunch break from 2:56pm-3:48pm and left work at 5:50pm on that day.

DCH group sign-in sheet(s) indicated that Ms. Allen conducted a group on June 13, 2012 from 3:00pm-6:00pm. However, Ms. Allen's timesheet documented that she was on lunch break from 2:45pm-3:29pm on that day.

DCH group sign-in sheet(s) indicated that Ms. Allen conducted a group on June 18, 2012 from 3:00pm-6:00pm. However, Ms. Allen's timesheet documented that she was on lunch break from 2:30pm-3:18pm and left work at 5:55pm on that day.

DCH group sign-in sheet(s) indicated that Ms. Allen conducted a group on June 20, 2012 from 3:00pm-6:00pm. However, Ms. Allen's timesheet documented that she was on lunch break from 2:45pm-3:38pm on that day.

DCH group sign-in sheet(s) indicated that Ms. Allen conducted a group on June 25, 2012 from 3:00pm-6:00pm. However, Ms. Allen's timesheet documented that she was on lunch break from 2:28pm-3:17pm on that day.



DCH group sign-in sheet(s) indicated that Ms. Allen conducted a group on June 26, 2012 from 3:00pm-6:00pm. However, Ms. Allen's timesheet documented that she was on lunch break from 2:46pm-3:37pm on that day.

DCH group sign-in sheet(s) indicated that Ms. Allen conducted a group on June 27, 2012 from 3:00pm-6:00pm. However, Ms. Allen's timesheet documented that she was on lunch break from 3:04pm-3:53pm on that day.

3. **Finding:** A review of the agency's June, July, and August 2012 timesheets for Counselor, Angel Hernandez, indicated that on six (6) different occasions, Mr. Hernandez's start time, lunch hour, and ending work time conflicted with the DCH group sessions he was reported to have facilitated:

DCH group sign-in sheet(s) indicated that Mr. Hernandez conducted a group on June 11, 2012 from 3:00pm-6:00pm. However, Mr. Hernandez's timesheet documented that he was on lunch break from 3:08pm-4:06pm on that day.

DCH group sign-in sheet(s) indicated that Mr. Hernandez conducted a group on June 12, 2012 from 3:00pm-6:00pm. However, Mr. Hernandez's timesheet documented that he was on lunch break from 3:02pm-3:42pm on that day.

DCH group sign-in sheet(s) indicated that Mr. Hernandez conducted a group on June 13, 2012 from 12:00pm-3:00pm. However, Mr. Hernandez's timesheet documented that he started work at 1:04pm and was on lunch break from 2:23pm-2:43pm on that day.

DCH group sign-in sheet(s) indicated that Mr. Hernandez conducted a group on June 14, 2012 from 3:00pm-6:00pm. However, Mr. Hernandez's timesheet documented that he was on lunch break from 2:02pm-3:08pm on that day.

DCH group sign-in sheet(s) indicated that Mr. Hernandez conducted a group on June 18, 2012 from 3:00pm-6:00pm. However, Mr. Hernandez's timesheet documented that he was on lunch break from 2:00pm-3:18pm on that day.

DCH group sign-in sheet(s) indicated that Mr. Hernandez conducted a group on July 19, 2012 from 3:00pm-6:00pm. However, Mr. Hernandez's timesheet documented that he was on lunch break from 3:05pm-3:28pm on that day.

4. **Finding:** A review of the agency's June, July, and August 2012 timesheets for Counselor, Naomi Sanchez, indicated that on two (2) different occasions, Ms. Sanchez's lunch hour conflicted with the DCH group sessions she was reported to have facilitated:

DCH group sign-in sheet(s) indicated that Ms. Sanchez conducted a group on June 11, 2012 from 12:00pm-3:00pm. However, Ms. Sanchez's timesheet documented that she was on lunch break from 2:18pm-2:50pm on that day.

DCH group sign-in sheet(s) indicated that Ms. Sanchez conducted a group on June 14, 2012 from 12:00pm-3:00pm. However, Ms. Sanchez's timesheet documented that she was on lunch break from 2:22pm-3:08pm on that day.

5. **Finding:** A review of the agency's June, July, and August 2012 timesheets for Counselor, Tamara Shearer, indicated that on one (1) occasion, Ms. Shearer's lunch hour conflicted with the DCH group session she was reported to have facilitated:

DCH group sign-in sheet(s) indicated that Ms. Shearer conducted a group on June 11, 2012 from 3:00pm-6:00pm. However, Ms. Shearer's timesheet documented that she left work at 5:30pm on that day.

6. **Finding:** A review of the agency's June, July, and August 2012 timesheets for Counselor, Michael Murillo, indicated that on two (2) occasions, Mr. Murillo's lunch hour conflicted with the DCH group sessions he was reported to have facilitated:

DCH group sign-in sheet(s) indicated that Mr. Murillo conducted a group on July 05, 2012 from 3:00pm-6:00pm. However, Mr. Murillo's timesheet documented that he left work at 5:02pm on that day.

DCH group sign-in sheet(s) indicated that Mr. Murillo conducted a group on July 26, 2012 from 3:00pm-6:00pm. However, Mr. Murillo's timesheet documented that he left work at 3:37pm on that day.

**Corrective Action:** Contractor shall not document the delivery of specific services identified in the agreement as having happened when staff are not present. **Any continuance of such practice may result in the immediate termination of Agency's contracts with the County of Los Angeles. Contractor shall submit a corrected billing form to Financial Services Division, attention Mr. Roberto Lucero, for the two hundred fifteen (215) counseling sessions billed @ \$58.84 per session for a total of \$12,650.60 for the units not verified on contract PH000495C (DCH) for June 2012 (FY 2011/2012) billings. Furthermore, Contractor shall submit a corrected billing form to Financial Services Division, attention Mr. Roberto Lucero, for the fifteen (15) counseling sessions billed @ \$27.25 per session for a total of \$882.60 for the units not verified on contract PH001841C (DCH) for July 2012 (FY 2012/2013) billings.**

**B Total Monetary Disallowances for Contract PH000495C: \$12,650.60**  
**Total Monetary Disallowances for Contract PH001841C: \$882.60**

**ALLEGATION 4: UNSUBSTANTIATED – Counselors will have client sign into three (3) sign-in sheets when only two (2) sessions were provided.**

SAPC's investigator was unable to substantiate this complaint from the interviews conducted during the investigation with PADRC's staff. The investigator also reviewed client files and other supporting documentation, which did not substantiate this allegation.

**ALLEGATION 5: UNSUBSTANTIATED – Gloria Ejindu and Frank Butler, wife and son of the executive director, do not work at the agency but get paid as if they do.**

SAPC's investigator was unable to substantiate this complaint from the interviews conducted during the investigation with PADRC's staff.

**OTHER FINDINGS – PROGRAM REVIEW**

*Please note that some of the findings listed under this section are subject to recoupment from the State, as outlined in Title 22, Section 51341.1 (m) (1) through (7).*

The following deficiencies were cited:

1. **Requirement:** In accordance with your Additional Provisions, Paragraph 14 (C) (4), entitled, *Records and Audit*, which states, "...Such records shall be corroborated by payroll timekeeping records, and timecards signed by the employee and approved by the supervisor, which verifies percentage time distribution by mode of service and accounts for the total time worked by each of Contractor's personnel on a daily basis. This requirement shall apply to all of Contractor's personnel, including the person functioning as executive director (or his/her equivalent) of the Contractor's alcohol and drug program, if such executive director provides any services claimed under this Agreement."

**Finding:** All PADRC's time records were not allocated to the appropriate modality.

**Corrective Action:** Contractor shall ensure all employees actual worked hours are allocated to the appropriate modality on a daily bases.

2. **Requirement:** In accordance with your Exhibit C and D, Paragraph 9 (P), entitled, *Specific Services to be Provided*, which states, "Contractor shall maintain group counseling sign-in sheets, which contain the following information: the date, start and ending time, topic discussed, certified location, printed and signed names of participants and signature of the staff conducting the session. Sign-in sheets shall contain each client's original signature."

**Finding:** Majority of PADRC's group sign-in sheets did not contain the certified location of the group session being conducted.

**Corrective Action:** Contractor shall ensure all sign-in sheets contain the date, start and ending time, topic discussion, location, printed and signed names of all participants and signature of the counselor.

3. **Requirement:** In accordance with your Exhibit D, Paragraph 9 (O), entitled, *Specific Services to be Provided*, which states, "Documentation of progress notes shall be placed in the client's chart within forty-eight (48) hours after the counseling session."

**Finding:** During the investigation site visits it was noted that progress notes were not placed in the client's charts within forty-eight (48) hours of counseling sessions.

**Corrective Action:** Contractor shall ensure all progress notes are recorded in client charts within forty-eight (48) hours after the counseling session occurred.

## BILLING VERIFICATION

*Please note that some of the findings listed under this section are subject to recoupment from the State, as outlined in Title 22, Section 51341.1 (m) (1) through (7).*

### **Contract: PH001841C (DCH)**

The following deficiencies were cited:

1. **Requirement:** In accordance with Title 22, Section 51341.1 (h) (2) (A) (iii), which states, "The provider shall ensure that the treatment plan is reviewed and updated as described below: (a) The counselor shall review and sign the updated treatment plan no later than ninety (90) calendar days after signing the initial treatment plan...."

**Finding:** [REDACTED] (due by 08/02/2012) did not contain an updated treatment plan, as of investigation date.

**Corrective Action:** Contractor shall ensure that all updated treatment plans are completed, signed and dated by the client, counselor, supervisor, and physician every ninety (90) calendar days after the completion of the last treatment plan. **Contractor shall submit a corrected billing form to Financial Services Division, attention Mr. Roberto Lucero, for the nineteen (19) counseling sessions billed @ \$58.84 per session for a total of \$353.04 for units not verified on this contract for August and September 2012 billings.**

2. **Requirement:** In accordance with your Exhibit C, Paragraph 9 (E), entitled, *Specific Services to be Provided*, which states, "Treatment plans shall include the signature and date of the following: client, primary counselor, reviewer (supervisor), and physician."

**Finding:** [REDACTED] contained an initial treatment plan (dated for 05/22/2012) that was not dated by the supervisor.

**Finding:** [REDACTED] contained an initial treatment plan (dated for 08/20/2012) that was not signed and dated by the client.

**Corrective Action:** Contractor shall ensure that all treatment plans are signed and dated by the client, primary counselor, reviewer (supervisor), and by the physician within fifteen (15) calendar days of the counselor's signature. **Contractor shall submit a corrected billing form to Financial Services Division, attention Mr. Roberto Lucero, for the nineteen (19) counseling sessions billed @ \$58.84 per session for a total of \$1,117.96 for units not verified on this contract for July, August, and September 2012 billings.**

3. **Requirement:** In accordance with Title 22 Regulations, Drug/Medi-Cal, Section 51341.1 (h) (5) (A) (i), which states, "Continuing services shall be justified...no sooner than five (5) months and no later than six (6) months from the...date of completion of the most recent justification..." (ii) "If the counselor recommends that the beneficiary requires further treatment, the physician shall determine the need to continue services..."

**Finding:** In a review of [REDACTED] (due by 8/20/2012) and [REDACTED] (07/04/2012), it was noted that the six (6) month justification for continuing treatment was not completed and signed by the physician, as of investigation date.

**Corrective Action:** Per Title 22, the contractor shall document all Justifications for Continuing Services no sooner than five (5) months and no later than every six (6) months from the date of client's admission and ensure that the documentation is signed and dated by the counselor and physician and is placed in the client's file. **Contractor shall submit a corrected billing form to SAPC's Financial and Administrative Division, attention Mr. Robert Lucero, for the fifteen (15) counseling sessions billed at \$58.84 per session for a total of \$882.60 for units not verified on this contract for July, August, and September 2012 billings.**

4. **Requirement:** In accordance with Exhibit C, Paragraph 1, entitled, *Definition*, which states, "Based upon the continuing treatment needs of the client (including, but not limited to, homeless clients), duration of any individual's treatment hereunder shall not exceed twelve (12) months without prior written approval of Director (SAPC)"

**Finding:** [REDACTED] (due by 06/01/2012) contained an approved annual 365 extension form for continuing services dated on 07/13/2012.

**Corrective Action:** Contractor shall document and obtain prior approval from CPA for all 365 Extension for Continuing Services no later than twelve (12) months from the client's admission. **Contractor shall submit a corrected billing form to Financial Services Division, attention Mr. Roberto Lucero, for the seventeen (17) counseling sessions billed @ \$58.84 per session for a total of \$1,000.28 for units not verified on this contract for July, August, and September 2012 billings.**

**C Total Monetary Disallowances for Contract PH001841C: \$3,353.88**

**Contract: PH001841D (ODF)**

The following deficiencies were cited:

1. **Requirement:** In accordance with Title 22 Regulations, Drug/Medi-Cal, Section 51341.1 (h) (5) (A) (i), which states, "Continuing services shall be justified...no sooner than five (5) months and no later than six (6) months from the...date of completion of the most recent justification..." (ii) "If the counselor recommends that the beneficiary requires further treatment, the physician shall determine the need to continue services..."

**Finding:** In a review of [REDACTED] it was noted that the six (6) month justification for continuing treatment was completed prior to five (5) months from the date of client's admission.

**Finding:** In a review of [REDACTED] (due by 06/07/2012) it was noted that the six (6) month justification for continuing treatment was completed and signed by the physician, on 08/29/2012.

**Corrective Action:** Per Title 22, the contractor shall document all Justifications for Continuing Services no sooner than five (5) months and no later than every six (6) months from the date of client's admission and ensure that the documentation is signed and dated by the counselor and physician and is placed in the client's file. **Contractor shall submit a corrected billing form to Financial Services Division, attention Mr. Roberto Lucero, for the eight (8) group counseling sessions billed at \$26.61 per session for a total of \$212.88 for units not verified on this contract for June 2012 billings. Furthermore, Contractor shall submit a corrected billing form to Financial Services Division, attention Mr. Roberto Lucero, for the three (3) individual counseling sessions billed @ \$64.12 per session and for the twenty-five (25) group counseling sessions billed at \$27.25 per session for a total of \$873.61 for units not verified on this contract for July and August 2012 billings.**

2. **Requirement:** In accordance with Title 22, Drug/Medi-Cal, Section 51341.1 (h) (3) (A), which states, "...the counselor shall record a progress note for each beneficiary participating in an individual or group counseling session." Furthermore, in accordance with your Exhibit D, Paragraph 9 (O), entitled, *Specific Services to be Provided*, which states, "Documentation of progress notes shall be placed in the client's chart within forty-eight (48) hours after the counseling session."

**Finding:** The following charts did not contain progress notes to support counseling sessions billed:

<u>Charts</u>	<u>Groups</u>	<u>Individuals</u>
[REDACTED]	July 18, 2012	July 6, 2012
[REDACTED]		July 6, 2012
[REDACTED]	July 10, 2012	July 10, 2012
[REDACTED]		July 6, 2012
[REDACTED]		July 6, 2012

**Corrective Action:** Contractor shall ensure that all progress notes used to support counseling services are placed in client's file within forty-eight (48) hours after the counseling session. **Contractor shall submit a corrected billing form to Financial Services Division, attention Mr. Roberto Lucero, for the five (5) individual counseling sessions billed @ \$64.12 per session and for the two (2) group counseling sessions billed @ \$27.25 per session for a total of \$375.10 for the unit not verified on this contract for July 2012 billings.**

**D Total Monetary Disallowances for Contract PH001841C: \$1,461.59**

**TOTAL OF ALL MONETARY DISALLOWANCES**

A. Total Monetary Disallowances for Contract PH001841D:	\$218.00
PH001841C:	\$1,588.68
B. Total Monetary Disallowances for Contract PH000495C:	\$12,650.60
PH001841C:	\$82.60
C. Total Monetary Disallowances for Contract PH001841C:	\$3,353.88
D. Total Monetary Disallowances for Contract PH001841C:	\$1,461.59

**Total of Monetary Disallowances for your Contract(s): \$19,355.35**

**TECHNICAL ASSISTANCE**

An Exit Conference was conducted on October 09, 2012, with Timothy O. Ejindu. Technical assistance was provided in the areas of John Viernes' June 3, 2010 Memo regarding Conditions for Immediate Contract Termination, pre-generated/pre-signed documentation (medical waivers, treatment plans, intake questionnaire forms, progress notes, sign-in sheets, etc...), six month justification, sign-in sheets, treatment plans, and progress notes requirements.

**SUMMARY**

Findings noted during the Agency's Investigation Site Report were discussed during the exit conference.

*Substance Abuse Prevention and Control – Contract Services Division found significant and serious deficiencies that may warrant either a suspension or termination of the agency's Agreement with the County of Los Angeles. The agency will be advised of the County's decision in a separate letter.*