



JENNIFER KENT
DIRECTOR

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



EDMUND G. BROWN JR.
GOVERNOR

May 4, 2017

Sent via e-mail to: jfoley@amadorgov.org

Jim Foley, LCSW, Director
Amador County Health & Human Services
10877 Conductor Blvd., Ste. 300
Sutter Creek, CA 95685-9682

SUBJECT: State Fiscal Year (SFY) 2016-17 - County Monitoring Unit Report

Dear Director Foley:

Enclosed are the results of Amador County's 16-17 Substance Abuse Prevention and Treatment (SAPT) Block Grant (BG)¹ and the State County Contract compliance site review. The Department of Health Care Services (DHCS) Substance Use Disorders (SUD) Division is responsible for monitoring requirements of the SAPT BG and the terms of the State County Contract operated by Amador County.

The County Monitoring Unit (CMU) within the Performance Management Branch (PMB) of DHCS SUD Division performed a comprehensive review based on responses to the monitoring instrument, discussion with county staff, supporting documentation, and requirements. The enclosed report addresses compliance deficiencies, required corrective actions, advisory recommendations, and any technical assistance requests.

Amador County is required to submit a Corrective Action Plan (CAP) addressing each deficiency noted to the CMU Analyst by June 5, 2017. The CAP must follow the guidelines detailed within the attached report. Please reference the enclosed CAP instructions when completing the CAP. Please email the CAP and supporting CAP documentation to the CMU analyst, or mail to the address listed below. If you have any questions regarding this report or need assistance, please contact the CMU analyst.

Sincerely,

Kerri Stubblefield

CMU Analyst
(916) 327-2654
Kerri.Stubblefield@dhcs.ca.gov

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



County Monitoring Unit Report
Amador County

Distribution:

To: Jim Foley, LCSW, Director, Amador County Health & Human Services

CC: Victoria King-Watson, DHCS Substance Use Disorders (SUD) Program, Policy and Fiscal Division, Assistant Division Chief
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May 4, 2017

Report Prepared by: *Kerri Stubblefield, County Monitoring Analyst*
Manager Approval: *Susan Jones, County Monitoring Supervisor*

Lead CMU Analyst:
Kerri Stubblefield

Review Date: March 28 – 29, 2017

Assisting CMU Analysts:
Angela Duhart
Trang Huynh

Review Period: SFY 2016-17

County: Amador

County Address:
Alcohol and Drug Services
Amador County Behavioral Health
10877 Conductor Blvd., Ste. 300
Sutter Creek, CA 95685-9682

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

The enclosed report summarizes the findings identified in the County Monitoring Unit (CMU) annual compliance review.

CORRECTIVE ACTION PLAN (CAP)

Pursuant to the State County Contract, Exhibit A, Attachment I, Part V, Section 4, 7, (a-b) each compliance deficiency 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:

1. Address each programmatic deficiency;
2. Provide a specific description of how the deficiency will be corrected;
3. Identify the staff person responsible for correcting the deficiency and ensuring future compliance;
4. Specify the target date for complete implementation of each deficiency.

As deficiencies are corrected, please send training documentation, revised policies/procedures, and/or other documentation to demonstrate the correction of a deficiency, if applicable.

The CMU analyst will monitor progress of CAP implementation until complete.

REVIEW SCOPE

- I. Regulations:
 - a. 22 CCR § 51341.1 – Drug Medi-Cal Substance Use Disorder Services
 - b. 9 CCR, Division 4, Chapter 4, Subchapter 1 – 6: Narcotic Treatment Programs
 - c. 45 CFR; Part 96; Subpart L; §96.121 through 96.137: Substance Abuse Prevention and Treatment Block Grant
 - d. 42 USC, Section 300x-21 through 300x-66: Substance Abuse Prevention and Treatment Block Grant
 - e. HSC, Division 10.5, Section 11750 – 11970: Alcohol and Drug Programs

- II. Program Requirements:
 - a. State Fiscal Year (SFY) 14/15 - 16/17 State County Contract, herein referred to as State County Contract
 - b. State of California *Youth Treatment Guidelines*, revised August 2002
 - c. DHCS *Perinatal Services Network Guidelines FY 2016-17*
 - d. National *Culturally and Linguistically Appropriate Services (CLAS) Standards*
 - e. Alcohol and Drug Program (ADP) Bulletins
 - f. Mental Health and Substance Use Disorders Services (MHSUDS) Information Notices

Section 1: ADMINISTRATION

The following deficiencies in the Administration requirements were identified:

CD 1.3:

State County Contract, Exhibit A, Attachment I, Part I, D

Contractor agrees that information produced through these funds, and which pertains to drugs 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 Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

Exhibit A, Attachment I, X

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

Finding: The County does not include a provision addressing no unlawful use of or no unlawful messaging around drugs or alcohol associated with the program within subcontracted provider contracts.

CD 1.5:

State County Contract, Exhibit A, Attachment I, Part I, G

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.

Exhibit A, Attachment I, Part I, X

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

Finding: The County does not include a provision addressing the restriction on distribution of sterile needles within subcontracted provider contracts.

Section 2: SAPT BG MONITORING

The following deficiencies in the SAPT BG monitoring requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 2.18

State County Contract Exhibit A, Attachment I, Part IV, Section 3, A, 1, (a-e)

Contractor's performance under this Exhibit A, Attachment I A2, Part IV, shall be monitored by the State during the term of this Contract. Monitoring criteria shall include, but not be limited to:

- (a) Whether the quantity of work or services being performed conforms to Exhibit B A2;*
- (b) Whether the Contractor has established and is monitoring appropriate quality standards;*
- (c) Whether the Contractor is abiding by all the terms and requirements of this Contract;*
- (d) Whether the Contractor is abiding by the terms of the Perinatal Services Network Guidelines (Document 1G); and*
- (e) Contractor shall conduct annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements.*

Contractor shall submit copy of their monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by secure, encrypted e-mail to:

sudcountyreports@dhcs.ca.gov; or

*Substance Use Disorder - Prevention, Treatment and Recovery Services
Division, Performance Management Branch, Department of Health Care Services,
PO Box 997413, MS-2627
Sacramento, CA 95899-7413*

Finding: The County does not include all the SAPT BG program requirements within their monitoring tools. The following criteria is missing:

- Trafficking Victims Protection Act (TVPA)
- Charitable Choice

Section 4: PERINATAL

The following deficiencies in Perinatal Services requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 4.37:

45 CFR, 96.124 9 (e) (1 – 5)

With respect to paragraph (c) of this section, the amount set aside for such services shall be expended on individuals who have no other financial means of obtaining such services as provided in § 96.137. All programs providing such services will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate. The State shall ensure that, at a minimum, treatment programs receiving funding for such services also provide or arrange for the provision of the following services to pregnant women and women with dependent children, including women who are attempting to regain custody of their children:

- (1) primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;*
- (2) primary pediatric care, including immunization, for their children;*
- (3) gender-specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services.*
- (4) therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and*
- (5) sufficient case management and transportation to ensure that women and their children have access to services provided by paragraphs (e) (1) through (4) of this section.*

Perinatal Services Network Guidelines FY 2016-17, Section C, 1

1. Child Care

For women in SUD treatment, access to child care is a critical factor that may serve as a barrier to a woman's participation in treatment. Children born to mothers with SUDs are at a greater risk of in utero exposure to substances. As a result, many of these children struggle to achieve basic developmental milestones and they often require child care that extends beyond basic supervision.

According to California law, SUD treatment programs are advised to provide adequate child care while the women participate in SUD treatment. Furthermore, SUD treatment programs are encouraged to provide on-site, licensed child care in accordance with child care licensing requirements. Conducting child care within close proximity of the SUD treatment program may serve as a motivation for the mothers to stay in treatment.

When a SUD treatment program is unable to provide licensed on-site child care services, the SUD treatment program should partner with local, licensed child care facilities or offer on-site, license-exempt child care through a cooperative arrangement between parents for the care of their children.

Finding: The County did not adequately demonstrate compliance with the requirement to provide or arrange for the provision of child care services while women with dependent children are receiving SUD treatment services, primary medical care, primary pediatric care, and gender-specific services.

Section 5: ADOLESCENT/YOUTH TREATMENT (AYT)

There were no compliance deficiencies identified in Section 5: AYT.

Section 6: FISCAL AUDITING

There were no compliance deficiencies identified in Section 6: Fiscal Auditing.

Section 7: PRIMARY PREVENTION

There were no compliance deficiencies identified in Section 7: Primary Prevention.

Section 8: CULTURAL COMPETENCE

The following deficiencies in Cultural Competence requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 8.53:

State County Contract, Exhibit A, Attachment I, Part I, Section O

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.

List of Federally Recognized Tribes

<http://www.bia.gov/WhoWeAre/RegionalOffices/Pacific/index.htm>

Finding: The County does not engage in regular and meaningful consultation and collaboration directly with elected officials of the tribe, Rancheria, or their designee in Amador County, specifically: Buena Vista Rancheria, Lone Bank of Miwok Indians, and Jackson Rancheria.

CD 8.54:

State County Contract, Exhibit A, Attachment I, Part I, Sec. O

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.

Finding: The County does not work directly with elected tribal officials in Amador County for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

Section 9: ELECTRONIC HEALTH RECORDS (EHR)

There were no compliance deficiencies identified in Section 9: EHR.

**Section 10: CALIFORNIA OUTCOMES MEASUREMENT SYSTEM TREATMENT (CalOMS Tx)
AND DRUG AND ALCOHOL TREATMENT ACCESS REPORT (DATAR)**

There were no compliance deficiencies identified in Section 10: CalOMS and DATAR.

Section 11: PRIVACY AND INFORMATION SECURITY

The following deficiencies in Privacy and Information Security requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 11.69:

State County Contract, Exhibit G-3, Attachment A, 3, A
System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

Finding: The County does not conduct an annual system risk assessment/security review.

CD 11.74:

State County Contract, Exhibit G-1, 3, D, 2 - 3
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.

3) Security. Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

- a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;*
- b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement; and*
- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.*

Finding: The County did not provide a signed copy of the policy addressing the HIPAA Security Rule.

CD 11.76.c:

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

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.*

3) *Security. Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:*

- a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;*
- b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and*
- c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment I and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.*

Finding: The County did not provide a signed copy of the policy addressing information privacy and security as it pertains to Department PI.

CD 11.78:

State County Contract, Exhibit G-1, Provision 13

Breaches and Security Incidents. During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

- a. Initial Notice to the Department. (1) To notify the Department immediately by telephone call or email or fax upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department within 24 hours (one*

hour if SSA data) by email or fax of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this ExhibitG-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing (privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS information Security Officer website (www.dhca.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.asp>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b. *Investigation and Investigation Report.* To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.
- c. *Complete Report.* To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include any known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

Finding: The County does not have a process in place for reporting breaches or security incidents to DHCS that includes:

- Notifying DHCS immediately by telephone, e-mail, or fax
- Notifying DHCS within 24 hours of a suspected security incident
- Utilizing “Privacy Security Incident Report” form
- Submitting “Privacy Incident Report” form within 72 hours
- Providing a complete report within 10 working days of breach or disclosure

Section 12: TECHNICAL ASSISTANCE (TA)

There were no requests for TA.