



JENNIFER KENT
DIRECTOR

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



EDMUND G. BROWN JR.
GOVERNOR

June 18, 2018

Sent via e-mail to: trooney@countyofcolusa.org

Director Terence Rooney
Colusa County Behavioral Health
162 East Carson Street, Suite A
Colusa, CA 95932

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

Dear Director Rooney:

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

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

Colusa County is required to submit a Corrective Action Plan (CAP) addressing each deficiency noted to the CPU Analyst by 7/18/2018. The CAP must follow the guidelines detailed within the attached report. Please reference the enclosed CAP instructions and e-mail the CAP to the CPU Analyst. Supporting CAP documentation may be e-mailed or mailed to the address listed below. If you have any questions regarding this report or need assistance, please contact the CPU Analyst.

Sincerely,

Karen Sanchez
(916) 713-8928
karen.sanchez@dhcs.ca.gov

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

Substance Use Disorder
Program, Policy and Fiscal Division
County Performance Unit
P.O. Box 997413, MS 2627
Sacramento, CA 95814
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Substance Abuse Block Grant
County Performance Unit Report
Colusa County

Distribution:

To: Director Rooney

CC: Tracie Walker, Performance & Integrity Branch, Branch Chief
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Danielle Stumpf, Office of Women, Perinatal and Youth Services Unit, Unit Supervisor
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Rajdeep Randhawa, Quality Assurance Coordinator, Colusa County

Date: June 18, 2018

Report Prepared by: Karen Sanchez, County Performance Analyst
Manager Approval: Susan Jones, County Performance Supervisor

Lead CPU Analyst:
Karen Sanchez

Review Date:
May - June 2018

Assisting CPU Analyst(s):
N/A

Review Period:
2017-18

County: Colusa

County Address:
162 East Carson Street, Suite A
Colusa, CA 95932

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

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

REVIEW SCOPE

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

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

CORRECTIVE ACTION PLAN

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

The CAP shall include:

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

The CPU analyst will monitor progress of the CAP completion.

NEW REQUIREMENTS (NR)

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

SUMMARY OF FY 2017-18 COMPLIANCE DEFICIENCIES (CD)

Section:	Number of CD's:
1.0 Administration	0
2.0 SABG Monitoring	5
3.0 Perinatal	3
4.0 Adolescent/Youth Treatment	0
5.0 Primary Prevention	0
6.0 Cultural Competence	4
7.0 CalOMS and DATAR	0
8.0 Privacy and Information Security	12

PREVIOUS CAPs

During the FY 2017-18 review, the following CAP(s) with CD(s) were highlighted and are still outstanding.

2015-16:

CD # 5: Contract Provision Requirements

It is a State-County Contract requirement that the County include a provision in current county-provider contracts that addresses compliance with the following requirements: Charitable Choice and the Trafficking Victims Protection Act (TVPA) of 2000. During the monitoring review, the County did not provide a fully-executed county-provider contract that included these provisions.

CD # 7: County's Assessment for Determining Extent of Need for Persons with Disabilities (PWD)

It is a State-County Contract requirement that the County complies with ADP Bulletin 09-05. The County must conduct assessments to determine the extent of the need for AOD services for PWD within the county and keep records of the results. During the monitoring review, an assessment to determine the extent of need for AOD services was not provided.

CD # 8: Documentation of Implementation Plan Ensuring Services are Provided to Persons with Disabilities (PWD)

It is a State-County Contract requirement that counties comply with ADP Bulletin 09-05. The County is required to ensure that a sufficient number of outpatient and residential SUD services accessible by PWD are strategically placed throughout the county; that the County has a referral mechanism for SUD service facilities that do not accept PWD; and the County ensure that services provided to PWD are substantially equivalent to services provided to non-disabled individuals. During the monitoring review, the County did not provide documentation of an implementation plan ensuring services are provided to PWD.

2016-17:

CD # 1.3 Citation: State County Contract, Exhibit A, Attachment I, Part I, D

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

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.

State County Contract, Exhibit A, Attachment I, X

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

Finding: The County does not have the provision D within subcontracted provider contracts.

CD # 1.5 Citation: State County Contract, Exhibit A, Attachment I, Part I, G

G. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program of distributing 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.

Finding: The County does not include the provision G within subcontracted provider contracts.

CD # 1.7 Citation: State County Contract, Exhibit A, Attachment I, Part I, J

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8 (Document 3H).

State County Contract, 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 provisions within subcontracted provider contracts.

CD # 11.75 Citation: State County Contract, Exhibit G-1, 7, a - b

7) Contractor's Agents and Subcontractors.

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit G, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit G-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:

- i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
- ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

Finding: The County does not include a section, within subcontracts, that addresses compliance with security incidents or breaches of unsecured PHI.

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

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

1.0 ADMINISTRATION

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

NEW REQUIREMENTS:

NR 1.10

State County Contract, Exhibit A, Attachment I, Part III, F

Contractor shall document the total number of referrals necessitated by religious objection to other alternative SUD providers. The Contractor shall annually submit this information to DHCS' Program Support and Grants Management Branch by e-mail at DHCSSUDCharitableChoice@dhcs.ca.gov by October. The annual submission shall contain all substantive information required by DHCS and be formatted in a manner prescribed by DHCS.

Finding: The County did not submit the total number of referrals necessitated by religious objection to DHCS Program Support and Grants Management Branch by October, 2017.

NR 1.14:

State County Contract Exhibit A, Attachment I, Part I, Section 1, C, 5

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

Finding: According to the 2017-2020 State County Contract, programs are required to abide by the Minimum Quality Drug Treatment Standards, a component of the contract. Due to a delay in contract finalization, findings related to the standards will not be identified as a deficiency; however, a plan to fulfill the new requirements must be submitted. The Minimum Quality Drug Treatment Standards, in its entirety, will need to be incorporated into the County's monitoring tool.

2.0 SABG MONITORING

The following deficiencies in the SABG monitoring requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 2.16:

State-County Contract Exhibit A, Attachment 1, Part 1, Section 1, C, 1

Performance under the terms of this Exhibit A, Attachment I, Part I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its subcontractors to establish, written policies and procedures consistent with the following requirements; (ii) monitor for compliance with written procedures; and (iii) be held accountable for audit exceptions taken by DHCS against the Contractor and its subcontractors for any failure to comply with these requirements: (a) HSC, Division 10.5, commencing with Section 11760; (b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000; (c) Government Code Section 16367.8; (d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130; (e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x- 34, 300x-53, 300x-57, and 330x-65 and 66; (f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501- 7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007. (g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137; (h) Title 42, CFR, Sections 8.1 through 8.634; (i) Confidentiality of Alcohol and drug Abuse Patient Records (42 CFR Part 2, Subparts A-E; and (j) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances, k) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures). Contractor shall be familiar with the above laws, regulations, and guidelines and shall assure that its Subcontractors are also familiar with such requirements.

Finding: The County did not provide evidence of any monitoring of its own county-run SABG programs per State County Contract requirements for FY 2016-17.

CD 2.18

State-County Contract Exhibit A, Attachment I, Part I, Section 3, A, 1, a-e
Monitoring

Contractor's performance under this Exhibit A, Attachment I, Part I, shall be monitored by DHCS during the terms of this Contract. Monitoring criteria shall include, but not 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) Whether the Contractor conducted annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements.

Contractor shall submit copy of its monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by secure, encrypted e-mail to: sudcountyreports@dhcs.ca.gov or Substance Use Disorder - Program, Policy and Fiscal Division Performance Management Branch, Department of Health Care Services, PO Box 997413, MS-2627, Sacramento, CA 95899-7413

Finding: The County did not have all the SABG program requirements within their monitoring tool. The following criteria is missing:

- Fiscal Requirements
- Minimum Quality Drug Treatment Standards 2F(b)

CD 2.19:

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

Finding: The County did not monitor out-of-county providers to ensure programs receiving SABG funds are following program requirements.

CD 2.20:

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

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

CD 2.21:

State-County Contract Exhibit A, Attachment I, Part I, Section 3, A, 1, e
Whether the Contractor conducted annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. Contractor shall submit copy

of its monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by secure, encrypted email to:

SUDCountyReports@dhcs.ca.gov or

Substance Use Disorder-Program, Policy, and Fiscal Division Performance Management Branch

Department of Health Care Services

PO Box 997413, MS-2627

Sacramento, CA 95899-7413

Finding: The County did not submit all required SABG monitoring and auditing reports for FY 16-17 to DHCS within two weeks of report issuance.

3.0 PERINATAL

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

COMPLIANCE DEFICIENCIES:

CD 3.25:

State-County Contract Exhibit A, Attachment I, R

Contractor must comply with the perinatal program requirements as outlines in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services network Guidelines into this Contract shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the Perinatal Services Network Guidelines regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

Perinatal Services Network Guidelines FY 2016-17

Case management services are the arrangement, coordination and monitoring of services to meet the needs of individuals and families. SUD treatment programs must provide/arrange for sufficient case management to ensure that pregnant and parenting women, and their children, have access to the following services:

- a. Primary medical care*
- b. primary pediatric care*
- c. Gender specific treatment; and*
- d. Therapeutic interventions for children.*

45 CFR § 96.124(e)

State shall ensure that, at a minimum, treatment programs receiving funding for such services also provide or arrange for the provisions of the following services to pregnant women and women who are attempting to regain custody of their children.

Finding: The County did not demonstrate the case management service requirements for pregnant and parenting women.

CD 3.26:

State-County Contract Exhibit A, Attachment I, Part II, R

Contractor must comply with the perinatal program requirements as outlines in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services network Guidelines into this Contract shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the Perinatal Services Network Guidelines regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

Perinatal Services Network Guidelines FY 2016-17

Interim services are defined as services provided until a woman is admitted to a substance use treatment program. The purpose of providing interim services is to reduce the adverse health effects of substance use, promote the health of the woman, and reduce the risk of transmission of disease.

- a. *At a minimum, interim services must counsel and educate women in the following areas:
 - (1) Human Immunodeficiency Virus(HIV);
 - (2) Tuberculosis(TB);
 - (3) Risks of needle sharing;
 - (4) Risks of HIV and TB transmission to sexual partners and infants;
 - (5) Steps to ensure HIV and TB transmission does not occur; and
 - (6) If necessary, referral for HIV or treatment services.*
- b. *Additionally, the SUD treatment program must, at a minimum, provide the following interim services to pregnant women who cannot be placed into treatment:
 - (1) Counseling on the effects of alcohol and drug use on the fetus; and
 - (2) Referral for prenatal care.*
- c. *If a SUD treatment program has insufficient capacity and a referral to treatment has been made, the program must offer interim services within 14 days of the request to women who request SUD treatment and cannot be placed in the SUD treatment program.*

45 CFR § 96.126 (b) (2); 96.131 (d)(2)

120 days after the date of such request, if no such program has the capacity to admit the individual on the date of such request and if interim services, including referral for prenatal care, are made available to the individual not later than 48 hours after such request.

Finding: The County did not provide evidence that interim services are made available to pregnant women, including a referral for prenatal care, within 48 hours of the request.

CD 3.27:

State-County Contract Exhibit A, Attachment I, Part II, R

Contractor must comply with the perinatal program requirements as outlines in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services network Guidelines into this Contract shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the Perinatal Services Network Guidelines regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

Perinatal Services Network Guidelines FY 2016-17

Outreach Services

Effective outreach engages individuals in need of treatment services making it more likely they will attend treatment, participate in activities, and complete treatment and recovery services. SUD treatment programs serving women using injection drugs must, at a minimum, use the following research-based outreach methods:

- a. Select, train and supervise outreach workers;*
- b. Contact, communicate, and follow-up with high risk individuals with SUDs;*
- c. Promote awareness among women using injection drugs about the relationship between injection drug use and communicable diseases such as HIV;*
- d. Recommend steps to ensure that HIV transmission does not occur; and*
- e. Encourage entry into treatment.*

45 CFR § 96.124(e)

State shall ensure that, at a minimum, treatment programs receiving funding for such services also provide or arrange for the provisions of the following services to pregnant women and women who are attempting to regain custody of their children.

Finding: The County did not demonstrate the outreach methods used for serving women who use injection drugs.

ADVISORY RECOMMENDATIONS:

AR 3.29:

State-County Contract Exhibit A, Attachment I, Part II, R

Contractor must comply with the perinatal program requirements as outlines in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services network Guidelines into this Contract shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the Perinatal Services Network Guidelines regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

Perinatal Services Network Guidelines FY 2016-17

SUD treatment programs must submit all waiting list information to DATAR. The waiting list must include a unique patient identifier for each injection substance user seeking treatment and include those receiving interim services while awaiting admission into treatment.

The waiting list, DATAR, is a tool used to track the number of women awaiting admission to SUD treatment. SUD treatment programs serving the target population must create and maintain a waiting list once a program's capacity has been reached.

As space becomes available, clients are matched with appropriate treatment services. SUD treatment programs must do the following:

- a. For the purposes of treating women using injection drugs, establish a waiting list to ensure women in this sub-population are placed in comprehensive treatment within 14 days.*

- b. *If any individual cannot be placed in comprehensive treatment within 14 days, the SUD treatment program must enroll the individual in interim services while awaiting admission into treatment.*
- c. *When a SUD treatment program has a woman actively on a waiting list, the SUD treatment program must address the woman as follows:*
 - (1) *The program must admit the woman to the program and provide SUD treatment within 120 days.*
 - (2) *If a woman cannot be located or refuses treatment, the woman may be removed from the waiting list and not provided treatment within the 120 days.*
 - i. *If a woman was previously on a waiting list and did not receive SUD treatment services(e.g. refused treatment services or was not able to be contacted), and requests treatment at a later date, and space is not available, SUD treatment must:*
 - (a) *Provide interim services;*
 - (b) *Add the woman to the waiting list (including DATAR); and*
 - (c) *Admit the woman to a SUD treatment program within 120 days from the most recent request.*
- d. *When SUD treatment programs provide interim services, as outlined in section B(12), SUD treatment programs must:*
 - (1) *Develop a tool to maintain contact with the woman awaiting admission; and*
 - (2) *Consult DATAR to ensure women on the waiting list are admitted to treatment as early as possible.*

45 C.F.R§ 96.126 (c)

In carrying out subsection (b), the State shall establish a waiting list management program which provides systematic reporting of treatment demand. The State shall require that any program receiving funding from the grant, for the purposes of treating injecting drug abusers, establish a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment including those receiving interim services, while awaiting admission to such treatment. For individuals who cannot be placed in comprehensive treatment within 14 days, the State shall ensure that the program provide such individuals interim services as defined in § 96.121 and ensure that the programs develop a mechanism for maintaining contact with the individuals awaiting admission. The States shall also ensure that the programs consult the capacity management system as provided in paragraph (a) of this section so that patients on waiting lists are admitted at the earliest possible time to a program providing such treatment within reasonable geographic area.

Recommendation: While the County does not currently experience a volume of clients large enough to require a waitlist for the perinatal program, it is recommended that the County introduces a procedure for the implementation and monitoring of a waitlist should the need for a waitlist for the perinatal program arise in the future.

6.0 CULTURAL COMPETENCE

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

COMPLIANCE DEFICIENCIES:

CD 6.37:

State-County Contract, Exhibit A, Attachment I, Part II, K
Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

Office of Minority Health National Culturally and Linguistically Appropriate Services (CLAS) Standards, Standard 4, Standard 7, Standard 10 and Standard 14

Standard 4 - Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.

Standard 7 - Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

Standard 10 - Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.

Standard 14 - Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.

Finding: The County did not provide evidence of compliance for the following CLAS Standard(s):

- Standard 4
- Standard 7
- Standard 10
- Standard 14

CD 6.38:

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

Contractor shall regularly access (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers) the substance use services 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 purposes 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 with Federally Recognized Tribes identified within the County.

CD 6.39:

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

Contractor shall regularly access (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers) the substance use services 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 purposes 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 did not work with tribal officials to mitigate issues/barriers to deliver substance use service needs within the County.

CD 6.40:

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

Contractor shall regularly access (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers) the substance use services 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 purposes 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 did not provide a process for ensuring availability of culturally competent SUD prevention, treatment and recovery services for AI/NA population.

8.0 PRIVACY AND INFORMATION SECURITY

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

COMPLIANCE DEFICIENCIES:

CD 8.46:

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

Employee Training:

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

Finding: County did not provide documentation of privacy and security training attendance to evidence that information privacy and security training has taken place, at least annually, at the contractor's expense.

CD 8.48:

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

Confidentiality Statement:

All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Department PHI or PI. The statement must be renewed annually...

Finding: County did not provide evidence to substantiate the need for confidentiality statements to be signed by staff prior to accessing PI or PHI.

CD 8.49:

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

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

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

To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats of hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of sectoin3, Security, below. Contractor will provide DHCS with its current polices upon request.

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

CD 8.50:

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

All Data Transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-mail.

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

To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats of hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of sectoin3, Security, below. Contractor will provide DHCS with its current polices upon request.

Finding: County did not provide evidence that transmission encryption safeguards are in place for DHCS PHI and/or PI sent outside of secure internal networks.

CD 8.52:

State-County Contract, Exhibit F, Attachment I, V, C

Confidential Destruction. Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

Finding: The County did not provide sufficient evidence of full compliance with State-County Contract requirements for confidential destruction of physical documents containing PHI or PI.

CD 8.53:

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

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

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

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

incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

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

CD 8.54:

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

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

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

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

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

Finding: The County did not provide a current policy ensuring all county employee passwords are protected and secure.

CD 8.56:

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

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

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

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

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

CD 8.57:

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

Warning Banners. All systems providing access to Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

Finding: The County did not provide evidence indicating a warning banner is operational on all systems providing access to PHI or PI.

CD 8.58:

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

Access Controls. The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

Finding: The County did not provide a policy that is in place describing the technical access controls of PHI or PI based upon user roles, enforcing the principle of least privilege.

CD 8.59:

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

Log Reviews. All systems processing and/or storing Department PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

Finding: The County did not demonstrate a routine procedure to review system logs to deter unauthorized access to systems and networks containing PHI or PI.

CD 8.60:

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

Compliance with the HIPAA Security Rule. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as

provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section 164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.

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

ADVISORY RECCOMENDATIONS:

AR 8.44:

State-County Contract, Exhibit F, F-1, 3, D, 4
Security Officer

Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.

Exhibit F, F-2, 10

Designation of Individual Responsible for Security:

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit G-2 and for communicating on security matters with the Department.

Recommendation: The County identified a designated Security Officer however the County did not provide contact information for that individual. It is recommended that the County ensures all staff are made aware of the contact information for the designated Security Officer in the event that contact is required.

10.0 TECHNICAL ASSISTANCE

Colusa County did not request TA for FY 2017-18.