



JENNIFER KENT
DIRECTOR

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



EDMUND G. BROWN JR.
GOVERNOR

June 22, 2018

Sent via e-mail to: Lisa.lewis@co.kings.ca.us

Lisa Lewis, Ph. D, Director
Kings County Behavioral Health
460 Kings County Drive, Suite 101
Hanford, CA 93230

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

Dear Director Lewis:

Enclosed are the results of Kings 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 Kings 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.

Kings County is required to submit a Corrective Action Plan (CAP) addressing each deficiency noted to the CPU Analyst by 7/23/2018. 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,

Jamari Robinson
(916) 713-8667
Jamari.Robinson@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
Kings County

Distribution:

To: Director Lewis

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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Lupe Ponce-Wong, Kings County, Alcohol and Other Drug Administrator

Date: June 22, 2018

Report Prepared by: *Jamari Robinson, County Performance Analyst*

Manager Approval: *Susan Jones, County Performance Supervisor*

Lead CPU Analyst:
Jamari Robinson

Review Date:
June 2018

Assisting CPU Analyst:
Cassandra Queen

Review Period: 2017-18

County: Kings

County Address:
460 Kings County Drive, Suite 101
Hanford, CA 93230

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.

The CAP shall include:

- a) A statement of CD/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	5
2.0 SABG Monitoring	3
3.0 Perinatal	0
4.0 Adolescent/Youth Treatment	1
5.0 Primary Prevention	0
6.0 Cultural Competence	1
7.0 CalOMS and DATAR	0
8.0 Privacy and Information Security	6

PREVIOUS CAPs

The following CAPs with CDs are still outstanding.

FY 2015-16:

CD #10: County's Assessment Process for Determining Extent of Need for Persons with Disabilities (PWD)

CD #11: Documentation of Implementation Plan Ensuring Services are Provided to PWD.

FY 2016-17:

CD 1.3: The County does not have the provision D regarding No Unlawful Use or Unlawful Use Messages Regarding Drugs within subcontracted provider contracts.

CD 1.5: The County does not include the provision G regarding Restriction on Distribution of Sterile Needles within subcontracted provider contracts.

CD 1.7: The County does not include provision J regarding Counselor Certification within subcontracted provider contracts.

CD 2.20: The County did not monitor all County and subcontracted providers for required SAPT BG program requirements.

CD 3.35: The County did not provide the process for monitoring DMC providers for implementation of PSPP CAPs.

CD 11.62: The County does not renew employee's confidentiality statement annually.

CD 11.63: The County did not demonstrate that program staff renew their confidentiality statement annually.

CD 11.76: The County does not meet all the requirements to protect Department PI.

CD 11.76 a: The County does not have written policies and procedures implemented that addresses information privacy and security for PI.

CD 11.76 b: The County's information privacy and security policy and procedure does not include a section regarding security for PI.

CD 11.76 c: The County did not provide a copy of the requested policies and procedures which address PI.

CD 11.78: The County did not demonstrate a process in place for reporting breached or security incidents that include:

- 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

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

- a) A list of action steps to be taken to correct the CD/NR
- b) A date of completion for each CD/NR
- 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 deficiencies in regulations, standards, or protocol requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 1.3:

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

Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

State County Contract Exhibit A, Attachment I, Part II, Y

Subcontract Provisions

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

Finding: The County did not provide a SFY 2017-18 SABG subcontracted provider contract that addresses compliance with Debarment and Suspension.

CD 1.4:

State County Contract, Exhibit A, Attachment I, Part II, E

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

State County Contract Exhibit A, Attachment I, Part II, Y

Subcontract Provisions

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

Finding: The County did not provide a SFY 2017-18 SABG subcontracted provider contract that addresses compliance with the Limitation on Use of Funds for Promotion of Legalization of Controlled Substances.

CD 1.5:

State County Contract Exhibit A, Attachment I, Part II, J

Counselor Certification: 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 II, Y

Subcontract Provisions

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

Finding: The County did not provide a SFY 2017-18 SABG subcontracted provider contract that addresses compliance with Counselor Certification.

CD 1.8:

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

Finding: The County did not conduct an annual pre-award risk assessment for each subcontracted provider prior to making an award.

CD 1.9:

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

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

NR 1.14:

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

Finding: Minimum Quality Treatment Standards will need to be added into County's current and future monitoring tools. 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.

2.0 SABG MONITORING

The following deficiencies in the SABG monitoring requirements were identified:

COMPLIANCE DEFICIENCIES:

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 mailed to 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 are missing:

- Charitable Choice
- Intravenous Drug User Services
- Fiscal Requirements

CD 2.20:

State-County Contract Exhibit A, Attachment I, Part I, Section 3, A, 1, 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:

- (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 mailed to Substance Use Disorder - Program, Policy and Fiscal Division Performance Management Branch, Department of Health Care Services, PO Box 997413, MS-2627, Sacramento, CA 95899-7413

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

CD 2.23:

State-County Contract Exhibit A, Attachment I, Part I, Section 3, B, 2, f & g
Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed: ... (f) Failure to survey or otherwise identify the barriers to service accessibility; and, (g) Needs of persons with a disability.

Finding: The County did not identify how the following barriers to services are considered and addressed:

- Failure to survey or otherwise identify the barriers to service accessibility.
- Needs of persons with a disability.

4.0 ADOLESCENT/YOUTH TREATMENT

The following deficiencies in Adolescent/Youth Treatment regulations, standards, or protocol requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 4.33:

State-County Contract, Exhibit A, Attachment I, Part I, Q

Contractor must comply with the guidelines in Document 1 V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No format amendment of this contract is required for new guidelines to be incorporated into this Contract.

Document 1V- Youth Treatment Guidelines Youth Treatment guidelines 2002, Section X Administration, A, Program Rules and Procedures

The program should have written program policies and procedures, client rules and rights, and complaint and/or grievance procedures. All staff should receive training on the program rules, policies, and procedures.

Finding: The County did not have a finalized version of written program policies and procedure, client rules and rights, and complaint and/or grievance procedures.

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:

- Standard 14

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: The County did not provide documentation of privacy and security training attendance by county managed and subcontracted provider staff.

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. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.

Finding: County does not require county-managed and sub-contracted staff to renew confidentiality statements annually.

CD 8.55:

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

Employee Discipline: Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

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 pertaining to disciplinary sanctions and penalties for employees whom breach confidentiality and privacy safeguards as established in State-County Contract provisions.

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 8.58:

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 in place describing the technical access controls of PHI or PI based upon user roles, enforcing the principle of least privilege.

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).

9.0 TECHNICAL ASSISTANCE

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