



JENNIFER KENT  
DIRECTOR

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



EDMUND G. BROWN JR.  
GOVERNOR

May 24, 2018

Sent via e-mail to: rroberts@mono.ca.gov

Robin Roberts, Director  
Mono County Behavioral Health  
452 Old Mammoth Road  
Mammoth Lakes, CA 93546

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

Dear Director Roberts:

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

Mono County is required to submit a Corrective Action Plan (CAP) addressing each deficiency noted to the CPU Analyst by 6/25/2018. 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) 327-2619  
karen.sanchez@dhcs.ca.gov

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



**Substance Abuse Block Grant**  
**County Performance Unit Report**  
Select County County

Distribution:

To: Director Roberts

CC: Tracie Walker, Performance & Integrity Branch, Branch Chief  
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Stephanie Quok, Drug Medi-Cal Monitoring Unit II, Unit Supervisor  
Tiffany Stover, Postservice Postpayment Unit I, Unit Supervisor  
Eric Painter, Postservice Postpayment Unit II, Unit Supervisor  
Danielle Stumpf, Office of Women, Perinatal and Youth Services Unit, Unit Supervisor  
Vanessa Machado, Policy and Prevention Branch, Office Technician  
Amanda Fenn Greenberg, MPH, MHSA Coordinator, Mono County Behavioral Health

Date: May 24, 2018

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

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**Lead CPU Analyst:**  
Karen Sanchez

**Review Date:**  
April - May 2018

**Assisting CPU Analyst(s):**  
N/A

**Review Period:**  
2017-18

**County:** Mono

**County Address:**  
452 Old Mammoth Road, Mammoth Lakes, CA 93546

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:
<b>1.0 Administration</b>	<b>1</b>
<b>2.0 SABG Monitoring</b>	<b>2</b>
<b>3.0 Perinatal</b>	<b>0</b>
<b>4.0 Adolescent/Youth Treatment</b>	<b>0</b>
<b>5.0 Primary Prevention</b>	<b>0</b>
<b>6.0 Cultural Competence</b>	<b>0</b>
<b>7.0 CalOMS and DATAR</b>	<b>1</b>
<b>8.0 Privacy and Information Security</b>	<b>5</b>

## 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 does not maintain a SABG treatment provider contract that addresses compliance with Debarment and Suspension.

#### **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 County's monitoring tool, for the County and their subcontractor, does not include all elements of the Minimum Quality Drug Treatment Standards for SABG (*Document 2F*). The County will need to incorporate the Minimum Quality Drug Treatment Standards into the current monitoring tool.

**ADVISORY RECOMMENDATIONS:**

**AR 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.*

**Recommendation:** The County did not conduct the 2017-18 annual risk assessment for each subcontractor prior to making an award. While the County does not currently use SABG funds for services provided by their only subcontractor, it is recommended that the County introduces a procedure and monitoring tool, used to conduct pre-award risk assessments for each subcontractor annually prior to making an award, in preparation for the event that SABG funds are used to provide services from non-County run providers. This also serves as good practice for the County to reduce risk.

**AR 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.*

**Recommendation:** The County did not provide a copy of a risk assessment. While the County does not currently use SABG funds for services provided by their only subcontractor, it is recommended that the County introduces a procedure and monitoring tool, used to conduct pre-award risk assessments for each subcontractor annually prior to making an award, in preparation for the event that SABG funds are used to provide services from non-County run providers. This also serves as good practice for the County to reduce risk.

## 2.0 SABG MONITORING

The following deficiencies in the SABG monitoring requirements were identified:

### COMPLIANCE DEFICIENCIES:

#### **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](mailto: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.

#### **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: a) Lack of educational materials or other resources for the provision of services;(b) Geographic isolation and transportation needs of persons seeking services or remoteness of services;(c) Institutional, cultural, and/or ethnicity barriers;(d) Language differences;(e) Lack of service advocates;(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.*

### ADVISORY RECOMMENDATIONS:

#### **AR 2.17:**

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.*

**Recommendation:** The County's monitoring of subcontracted SABG providers is not as extensive as the County's monitoring of their own services. While the County does not currently use SABG funds for services provided by their only subcontractor, given the County is responsible for the services provided by all of their subcontractors, it is recommended that the monitoring tool used for Tarzana Treatment Center, Inc, and any future subcontractor or special service provider, includes all requirements of the SABG State County Contract respective to the services provided by the individual Provider.

## **AR 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*

**Recommendation:** It is recommended that the County updates the 'Reference' section of the monitoring tool to ensure references to the State-County Contract are in line with the 2017-18 State-County Contract.

### 3.0 PERINATAL

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

#### ADVISORY RECOMMENDATIONS:

##### **AR 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.*

##### 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.*

**Recommendation:** It is recommended that the County includes interim services specifically for pregnant women in their Interim Services Policy & Procedure, as outlined within the Perinatal Services Network Guidelines, and updates the Interim Services Policy & Procedure and its references within, in line with the 2017-18 State-County Contract and Perinatal Services Network Guidelines.

## 7.0 CALIFORNIA OUTCOMES MEASUREMENT SYSTEM TREATMENT (CalOMS Tx) AND DRUG AND ALCOHOL TREATMENT ACCESS REPORT (DATAR)

The following deficiencies in CalOMS and DATAR regulations, standards, or protocol requirements were identified:

### COMPLIANCE DEFICIENCIES:

#### **CD 7.41.b:**

State-County Contract, Exhibit A, Attachment I, Part III, B, 3, 5, 6 and D, 3

*B(3) Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.*

*B(5) Contractor shall submit CalOMS-Tx admissions, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider No activity" report records in an electronic format approved by DHCS.*

*B(6) Contractor shall comply with the CalOMsTx Data Compliance Standards established by DHCS identified in Document 3S for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.*

*D(3) Contractor shall comply with the treatment and prevention data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding SABG funds.*

**Finding:** The County's annual updates or client discharges for beneficiaries in treatment over one year were not submitted.

## 8.0 PRIVACY AND INFORMATION SECURITY

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

### COMPLIANCE DEFICIENCIES:

#### **CD 8.53:**

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 and subcontracted 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 and subcontracted 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 and its subcontractors did not provide evidence indicating a warning banner is operational on all systems providing access to PHI or PI.

**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.

## 10.0 TECHNICAL ASSISTANCE

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