



JENNIFER KENT
DIRECTOR

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



EDMUND G. BROWN JR.
GOVERNOR

February 8, 2018

Sent via e-mail to: jlawless@co.calaveras.ca.us

John Lawless, Deputy Director
Calaveras County Health and Human Services Agency
891 Mountain Ranch Road
San Andreas, CA 95249

SUBJECT: Fiscal Year (FY) Select Fiscal Year – County Performance Unit Report

Dear Deputy Director Lawless:

Enclosed are the results of Calaveras 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 Calaveras 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.

Calaveras County is required to submit a Corrective Action Plan (CAP) addressing each deficiency noted to the CPU Analyst by 3/8/2018. 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,

Cassandra Queen
(916) 327-2617
cassandra.queen@dhcs.ca.gov

¹ 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
Calaveras County

Distribution:

To: Director Lawless

CC: Tracie Walker, Performance & Integrity Branch, Branch Chief
Denise Galvez, Policy and Prevention Branch, Section Chief
Janet Rudnick, Utilization Review Section, Section Chief
Susan Jones, County Performance, Unit Supervisor
Cynthia Hudgins, Drug Medi-Cal Monitoring Unit I, Unit Supervisor
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 Supervisor
Vanessa Machado, Policy and Prevention Branch, Office Technician
Robb Fulgham, Calaveras County Health & Human Services, Clinic Supervisor

Date: February 8, 2018

Report Prepared by: *Cassandra Queen, County Performance Analyst*

Manager Approval: *Susan Jones, County Performance Supervisor*

Lead CPU Analyst:
Cassandra Queen

Review Date: 2/1/18 to 2/2/18
Click or tap here to enter text.

Assisting CPU Analyst(s):
N/A

Review Period: 2017-18

County: Calaveras

County Address:
891 Mountain Ranch Road, San Andreas, CA 95249

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 DEFFICIENCIES (CD)

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

PREVIOUS CAPs

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

2015-16:

CD # 1 Drug-Free Workplace

2016-17:

CD 3.25.c: The County did not provide monitoring reports, CAPs, and provider CAP implementation status in response to question number 25(b) of the FY 2016-17 monitoring instrument.

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 deficiencies in regulations, standards, or protocol requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 1.1:

State County Contract, Exhibit B, Part IV, Section 1, A

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for the State to audit contract performance and contract compliance. Contractor shall make these records available to the State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability.

Finding: The County did not provide a current copy of the County's Organizational Chart.

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 the SABG treatment 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 the SABG treatment 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 the SABG treatment provider contract that addresses compliance with Counselor of Certification.

CD 1.6:

State County Contract Exhibit A, Attachment I, Part II, 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).

Finding: The County indicated individuals providing intake, assessment of need for services, treatment or recovery planning, or individual or group counseling are not registered, certified, or licensed.

CD 1.7:

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

Monitoring criteria shall include, but not limited to:

(b) Whether the Contractor has established and is monitoring appropriate quality standards

State County Contract Exhibit A, Attachment 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).

Finding: The County did not demonstrate a process for monitoring its providers to the Counselor Certification standards/provisions.

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 the 2017-18 annual risk assessment for each subcontractor 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 risk assessment.

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 DHCSUDCharitableChoice@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 1, 2017.

CD 1.11

State County Contract, Exhibit A, Attachment I, Part I, Section 2, F
Contractor may use SABG discretionary funds to cover the cost of room and board of residents living in temporary, drug and alcohol free, transitional housing if the resident is actively engaged in treatment for a medically necessary SUD provided to the resident off-site. Contractor shall develop guidelines for contracted housing providers and provide monitoring and oversight and fulfill all SABG reporting requirements. Contractors and subcontractors using SABG discretionary funds to cover the cost of room and board for transitional housing shall:

- 1. Facilitate the beneficiary's movement in recovery from a SUD to independent living and integration into post treatment return or re-entry into the community.*
- 2. Require that all individuals in the transitional housing be engaged in SUD treatment, off-site, at all times during the individual's stay.*
- 3. Ensure payment of room and board expenses for a residential stay be limited to short term (up to 24 months).*
- 4. Ensure the transitional housing be secure, safe, and alcohol and drug free.*

Finding: The County did not provide guidelines for contracted housing providers.

CD 1.12:

State County Contract, Exhibit A, Attachment I, Part I, Section 2, F

Contractor may use SABG discretionary funds to cover the cost of room and board of residents living in temporary, drug and alcohol free, transitional housing if the resident is actively engaged in treatment for a medically necessary SUD provided to the resident off-site.

Contractor shall develop guidelines for contracted housing providers and provide monitoring and oversight and fulfill all SABG reporting requirements. Contractors and subcontractors using SABG discretionary funds to cover the cost of room and board for transitional housing shall:

- 1. Facilitate the beneficiary's movement in recovery from a SUD to independent living and integration into post treatment return or re-entry into the community.*
- 2. Require that all individuals in the transitional housing be engaged in SUD treatment, off-site, at all times during the individual's stay.*
- 3. Ensure payment of room and board expenses for a residential stay be limited to short term (up to 24 months).*
- 4. Ensure the transitional housing be secure, safe, and alcohol and drug free.*

Finding: The County did demonstrate how active treatment engagement is monitored for beneficiaries in transitional housing.

CD 1.13:

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

Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB)

- 1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.*

45 CFR 96.127

Requirements regarding tuberculosis.

- (2) In the case of an individual in need of such treatment who is denied admission to the program on the basis of lack of capacity of the program to admit the individual, will refer the individual to another provider of tuberculosis services...*

Finding: The County did not demonstrate a referral process in place for individuals infected with TB if denied admission due to lack of capacity.

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.

ADVISORY RECOMMENDATIONS:

AR 1.2:

[Citation/Standard/Protocol](#)

Recommendation: Provider shall consider implementing

AR 1.2:

[Citation/Standard/Protocol](#)

Recommendation:

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's monitoring of county-run SABG programs did not meet the following State County Contract requirements:

(a-k) Analyst should list what County is missing.

CD 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.

Finding: The County's monitoring of subcontracted SABG providers did not meet the following State County Contract requirements:

(a-k) Analyst should list what County is missing.

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 provide a copy and/or did not have all the SABG program requirements within their monitoring tool. The following criteria **is/are** missing:

- DHCS 16/17 Perinatal Services Network Guidelines
- DHCS Youth Treatment Guidelines
- Tuberculosis Services
- Charitable Choice
- Intravenous Drug User Services
- Interim Services
- California Outcomes Measurement System (CalOMS) Treatment (Tx)

- Primary Prevention SUD Data Service (PPSDS)
- Drug and Alcohol Treatment Access Report (DATAR)
- Primary Prevention
- National Culturally and Linguistically Appropriate Services (CLAS) Standards
- Americans with Disabilities Act
- Nondiscrimination in Services and Employment
- Trafficking Victims Protection Act of 2000
- 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 and subcontracted 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.

CD 2.22:

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 **any or all** of their SABG monitoring reports encrypted and secure when submitting reports electronically.

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.*

ADVISORY RECOMMENDATIONS:

AR 2.1:

[Citation/Standard/Protocol](#)

Recommendation: Provider shall consider implementing

AR 2.2:

[Citation/Standard/Protocol](#)

Recommendation:

3.0 PERINATAL

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

COMPLIANCE DEFICIENCIES:

CD 3.24.:

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

Perinatal Services Network Guidelines FY 2016-17

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.

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

Monitoring criteria shall include, but not limited to:

(b) Whether the Contractor has established and is monitoring appropriate quality standards.

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 does not refer perinatal services out-of-county.

CD 3.24.b

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

Perinatal Services Network Guidelines FY 2016-17

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.

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

Monitoring criteria shall include, but not limited to:

(b) Whether the Contractor has established and is monitoring appropriate quality standards.

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 does not monitor out-of-county perinatal services provider(s) funded through SABG, for compliance with regulations and requirements.

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 and/or subcontracted providers did not make interim services available 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.

CD 3.28:

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

A referral occurs when a SUD treatment program has insufficient capacity to provide treatment services to a woman in need of SUD treatment services. Referral services include a brief assessment of a woman's needs in order to determine the appropriate referral to SUD treatment or other services. It is important to consistently refer a woman to the appropriate SUD services while she is still motivated to enter treatment.

When a pregnant woman receives a referral for SUD treatment services, and a program is unable to provide these services due to capacity, the SUD treatment program must:

- a. Provide interim services to a pregnant woman (intravenous and non-intravenous drug users), including a referral for prenatal care, within 48 hours of the request.*
- b. When assisting the target population who are in need of SUD treatment services for intravenous drug use, SUD treatment programs must:*
 - 1. Admit intravenous drug users within 14 days of the request, or*
 - 2. Admit intravenous drug users within 120 days, and*
 - i. Make interim services available within 48 hours of the request; including referral for prenatal care.*

45 C.F.R § 96.131 (c)

The State shall in carrying out paragraph (a) of this section require that, in the event that a treatment facility has insufficient capacity to provide treatment services to any such pregnant woman who seeks the services from the facility, the facility refer the woman to the State. This may be accomplished by establishing a capacity management program, utilizing a toll-free number, an automated reporting system and/or other mechanisms to ensure that pregnant women in need of such services are referred as appropriate. The State shall maintain a continually updated system to identify treatment capacity for any such pregnant women and will establish a mechanism for matching the women in need of such services with a treatment facility that has the capacity to treat the woman.

45 C.F.R § 96 App. A (17)

Information and Referral Services

Information and referral services are those services or activities designed to provide information about services provided by public and private service providers and a brief assessment of client needs (but not diagnosis and evaluation) to facilitate appropriate referral to these community resources.

Finding: The County did not offer referrals to women in need of SUD treatment services when program had insufficient capacity to provide treatment.

CD 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.

Finding: The County does not maintain a waitlist when a perinatal program is at capacity.

ADVISORY RECOMMENDATIONS:

AR 3.1:

[Citation/Standard/Protocol](#)

Recommendation: Provider shall consider implementing

AR 3.2:

[Citation/Standard/Protocol](#)

Recommendation:

4.0 ADOLESCENT/YOUTH TREATMENT (AYT)

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

COMPLIANCE DEFICIENCIES:

CD 4.30:

California Health Safety Code 11759

All counties, including exchange counties, are required to provide treatment services to adolescent/youth clients and/or make a referral to such program.

Finding: The County does not provide referrals for AYT services not available within the County.

CD 4.31:

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 does not monitor the out-of-county provider(s) for compliance with AYT service requirements funded through the SABG.

CD 4.32:

State-County Contract, Exhibit A, Attachment I, Part II, 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, B, Program Staffing 1

Each youth treatment program should have at least the following core staff:

1. *A program or clinical supervisor, who should have management experience (i.e., staff supervision, fiscal operations, or business administration), and education and experience in AOD addiction counseling;*
2. *An AOD counselor, who should be certified by an AOD addiction counselor credentialing organization; and ,*
3. *A family therapist, who should be licensed as either a marriage and family therapist, clinical social worker, psychologist, or a registered intern under the supervision of a licensed therapist. The family therapist may be a contracted employee.*

Finding: The County did not identify the following core staff within the program that provides youth treatment services:

- A program or clinical supervisor
- An AOD counselor
- A family therapist

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 does not have (and/or did not provide) written program policies and procedure, client rules and rights, and complaint and/or grievance procedures.

ADVISORY RECOMMENDATIONS:

AR 4.1:

Citation/Standard/Protocol

Recommendation:

AR 4.2:

Citation/Standard/Protocol

Recommendation:

5.0 PRIMARY PREVENTION

The following deficiencies in Primary Prevention regulations, standards, or protocol requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 5.34:

State County Contract, Exhibit A, Attachment I, Part I, Section 2, B, 2

Contractor is required to have a current and DHCS approved County Strategic Prevention Plan (SPP). The SPP must demonstrate that the County utilized the Substance Abuse and Mental Health Services Administration's Strategic Prevention Framework (SPF) in developing the plan...

Finding: The County does not have a current DHCS approved County Strategic Prevention Plan.

CD 5.35:

State County Contract, Exhibit A, Attachment I, Part III, C, 1

CalOMS Prevention Data Quality Standards (Document -1T of the State County Contract)

Contractors and/or subcontractors receiving SABG Primary Prevention Set-Aside funding shall input planning, service/activity and evaluation data into the service. When submitting data, Contractor shall comply with the Prevention Data Quality Standards (Document #1T) The CalOMS Pv data quality standards require that: 1. Quality data is timely...

Finding: The County's quality data is not timely.

CD 5.36:

State-County Contract Exhibit A, Attachment I, Part I, Section 2, C, 1-3

Contractors and Subcontractors receiving SABG Friday Night Live (FNL) funding must:

- 1. Engage in programming that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components outlined at <http://fridaynightlive.org/about-us/cfnlp-overview/>;*
- 2. Use the prevention data collection and reporting services for all FNL reporting including chapter activity;*
- 3. Follow the FNL Data Entry Instructions for the prevention data collection and reporting service as provided by DHCS.*

Finding: The County did not provide an adequate example of how the program offers FNL Youth Development Standards of Practice for the following:

- Opportunities for community engagement, leadership and advocacy
- Meaningful relationships with peers and adults
- Youth driven activities
- Development of life-skills and resilience

ADVISORY RECOMMENATIONS:

AR 5.1:

Citation/Standard/Protocol

Recommendation:

AR 5.2:

Citation/Standard/Protocol

Recommendation:

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 Tribe(s) 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.

ADVISORY RECCOMENDATIONS:

AR 6.1:

[Citation/Standard/Protocol](#)

Recommendation:

AR 6.2:

[Citation/Standard/Protocol](#)

Recommendation:

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.a:

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 and/or its provider(s) did not report any CalOMS Tx data, and did not generate a Provider No Activity (PNA) report.

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 and/or its provider(s) annual updates or client discharges for beneficiaries in treatment over one year were not submitted.

CD 7.41.c:

State-County Contract, Exhibit A, Attachment I, Part III, E, 1&2

E(1) The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers, with whom Contractor makes a contract or otherwise

pays for these services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.

E(2) The Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services and by each subcontracted treatment provider to DHCS by the 10th of the month following the report activity month.

Finding: The County **and/or its provider(s)** do not submit DATAR reports by the 10th of each month.

ADVISORY RECCOMENDATIONS:

AR 7.42:

State-County Contract, Exhibit A, Attachment I, Part III, B, 7

Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls. Contractor staff responsible for CalOMS-Tx data entry must have sufficient knowledge of the CalOMS-Tx Data Quality Standards, all new CalOMS-Tx users, whether employed by the Contractor or its subcontractors, shall participate in CalOMS-Tx training prior to inputting data into the system.

Finding: The County does not adequately monitor their CalOMS Tx report(s):

- **Open Admissions Report**
- **Open Providers Report**
- **DATAR**

8.0 PRIVACY AND INFORMATION SECURITY

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

COMPLIANCE DEFICIENCIES:

CD 8.44:

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.

Finding: County does not have a designated Security Officer to oversee its data security program.

CD 8.45:

State-County Contract, Exhibit F, f-1, 3, D, 13, a

Breaches and Security Incidents:

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

Finding: The County did not report the breach/es by submitting the DHCS Privacy Incident Report to the DHCS Information Protection Unit Office of HIPPA Compliance.

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 does not require county-managed and/or sub-contracted staff to sign confidentiality statements.

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 does not require county-managed and/or sub-contracted staff to renew confidentiality statements, annually.

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 does not protect DHCS PHI or PI, stored on removable media or portable devices, 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 and/or sub-contractors do not have transmission encryption safeguards in place for DHCS PHI and/or PI sent outside of secure internal networks.

CD 8.51:

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

DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.

Exhibit F, Attachment I, I, A

All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certification must be retained for a period of six (6) years following contract termination.

Exhibit F, Attachment I, I, C

All persons that will be working with DHCS 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 renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.

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

Finding: The County does not have a policy in place to ensure that paper documents containing PHI or PI are not removed from the premises without written permission from DHCS.

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 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 8.55:

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 8.57:

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/or subcontractors 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 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 of system log reviews is active 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 8.1:

Citation/Standard/Protocol

Recommendation:

AR 8.2:

Citation/Standard/Protocol

Recommendation:

10.0 TECHNICAL ASSISTANCE

DHCS's County Performance Analyst will make referrals for the training and/or technical assistance identified below.

Primary Prevention: The County requested TA for Building Prevention Program Capacity; Core Competencies for Pv Professionals; Evidence-based Practices; Motivational Interviewing for Community Involvement; and Call to Action. DHCS's County Prevention Analyst has been contacted and a referral has been made.

Perinatal Services: The County requested TA for Perinatal Services. DHCS's Perinatal Services Analyst has been contacted and a referral has been made.

Drug Medi-Cal: The County requested TA for DMC. DHCS's Drug Medi-Cal Unit and/or the California Institute for Behavioral Health Solutions have been contacted and a referral has been made.

Adolescent Youth Treatment: The County requested TA for Adolescent Youth Treatment Services. DHCS's Adolescent Youth Treatment Services Analyst has been contacted and a referral has been made.

Co-occurring Disorders (COD): The County requested TA for COD. DHCS's COD Analyst has been contacted and a referral has been made.

Special Populations including Veterans, Homeless, Criminal Justice, LGBTQI2-S, and American Indian/Native American: The County requested TA for these areas. UCLA Integrated Substance Abuse Programs and/or the California Institute for Behavioral Health Solutions have been contacted and a referral has been made.

CalOMS and DATAR: The County requested TA for CalOMS and/or DATAR. DHCS's Analyst has been contacted and a referral has been made.