



BRADLEY P. GILBERT
DIRECTOR

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



GAVIN NEWSOM
GOVERNOR

June 9, 2020

Sent via e-mail to: Jennifer.Yasumoto@countyofnapa.org

Jennifer Yasumoto, Director
Napa County Health and Human Services Agency
2751 Napa Valley Corporate Drive
Napa, CA 94558

SUBJECT: Annual County Compliance Unit Report

Dear Director Yasumoto:

The Department of Health Care Services (DHCS) is responsible for monitoring compliance to requirements of the Substance Abuse Block Grant (SABG) and the terms of the Contract operated by Napa County.

The County Compliance Unit (CCU) within the Audits and Investigations Division (A&I) of DHCS conducted a review of the County's compliance with contract requirements based on responses to the monitoring instrument, discussion with county staff, and supporting documentation provided by the County.

Enclosed are the results of Napa County's State Fiscal Year 2019-20 SABG compliance review. The report identifies deficiencies, required corrective actions, advisory recommendations, and referrals for technical assistance.

Napa County is required to submit a Corrective Action Plan (CAP) addressing each deficiency noted to the Community Services Division (CSD), Community Support Branch (CSB), Policy, Monitoring and Financing Section (PMFS) Analyst by 7/9/2020. Please use enclosed CAP plan form when completing the CAP. CAP and supporting documentation to be e-mailed to the PMFS analyst at SABGcompliance@dhcs.ca.gov.

If you have any questions regarding this report, please contact me.

Sincerely,

Michael Bivians
(916) 713-8966
michael.bivians@dhcs.ca.gov

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Medical Review Branch
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Lindsay Stark, Napa County Health and Human Services Agency, Deputy Director

Lead CCU Analyst: Michael Bivians	Date of Review: April 2020
Assisting CCU Analyst(s): Emanuel Hernandez	
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County Contact Name/Title: Lindsay Stark, Deputy Director	County Phone Number/Email: Lindsay.Stark@countyofnapa.org 707-253-4073
Report Prepared by: Michael Bivians	Report Approved by: Mayumi Hata

REVIEW SCOPE

- I. Regulations:
 - a. California Code of Regulations, Title 22, section 51341.1 – Drug Medi-Cal Substance Use Disorder Services
 - b. Code of Federal Regulations; Title 45, Part 96; Subpart L; section 96.121 through 96.137: Substance Abuse Prevention and Treatment Block Grant
 - c. United States Code, Title 42, Section 300x-21 through 300x-66: Block Grants regarding Mental Health and Substance Use
 - d. Health and Safety Code, Division 10.5, Section 11750 – 11970: Alcohol and Drug Programs

- II. Program Requirements:
 - a. State Fiscal Year (SFY) 2019-20 State County Contract, herein referred to as State County Contract
 - b. State of California *Youth Treatment Guidelines Revised August 2002*
 - c. DHCS *Perinatal Practice Guidelines FY 2018-19*
 - d. National Culturally and Linguistically Appropriate Services (CLAS)
 - e. Mental Health and Substance Use Disorders Services (MHSUDS) Information Notices

SUMMARY OF SFY 2019-20 COMPLIANCE DEFICIENCIES (CD)

Section:	Number of CD's:
1.0 Administration	2
2.0 SABG Monitoring	3
3.0 Perinatal	0
4.0 Adolescent/Youth Treatment	1
5.0 Primary Prevention	1
6.0 Cultural Competence	0
7.0 CalOMS and DATAR	1
8.0 Privacy and Information Security	1
9.0 Fiscal	0
10.0 Previous CAP	0

CORRECTIVE ACTION PLAN

Pursuant to the State County Contract, Exhibit A, Attachment I A2, Part I, Section 3, B, 5-8 each compliance deficiency (CD) 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.

Please provide the following within the completed SFY 2019-20 CAP.

- a) A statement of the CD.
- b) A list of action steps to be taken to correct the CD.
- c) A date of completion for each CD.
- d) The name of the person who will be responsible for corrections and ongoing compliance.

The PMFS analyst will monitor progress of the CAP completion.

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 1.2:

SABG State-County Contract, Exhibit A, Attachment I A2, Part III, G

G. Master Provider File (MPF) Documentation Requirements

The Department shall generate a County MPF Report for the Contractor on the last day of each month and shall send the report to the Contractor. The Contractor shall review the County MPF Report and confirm whether the information, including the contract status and identification information for each provider listed in the County MPF Report, is accurate and up to date.

If any information contained in the County MPF Report is inaccurate or has changed, Contractor shall send a written notification to the MPF mailbox at: DHCSMPF@dhcs.ca.gov within five business days of the Department's issuance of the County MPF report. If a Non-DMC provider's information is not accurate or has changed, the Contractor shall submit the "Existing Provider Information Update/Change Form" to the MPF mailbox at: DHCSMPF@dhcs.ca.gov within five business days of the Department's issuance of the County MPF report. If the contract status has changed for either a DMC or Non-DMC provider, the Contractor shall submit the "Existing Provider Information Update/Change Form" to the MPF mailbox at: DHCSMPF@dhcs.ca.gov within five business days of the Department's issuance of the County MPF report. Specific types of changes and/or inaccuracies include, but are not limited to, a change in an existing provider's contract status with the County, a change in scope of services, remodeling of the provider's facility, relocation or facility expansion, or closing of a facility site.

When establishing a new subcontractor relationship, the Contractor shall submit the "New Provider Information Form (Non-DMC) Form" to request a new record be created in the MPF database to identify the new subcontractor. A new CalOMS Data Reporting Number (DRN) will be assigned to the facility. The Contractor's obligation to review the accuracy of the records of their sub-contracted provider(s) extends to all county and out-of-county SUD providers, regardless of the funding source or DHCS licensing and/or certification status.

All SUD Provider Information forms can be requested from the MPF Team through the electronic mail address: DHCSMPF@dhcs.ca.gov

Finding: The County did not provide evidence the County's MPF is accurate.

CD 1.8:

SABG State-County Contract Exhibit A, Attachment I A2, Part II, S

S. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

SABG State-County Contract Exhibit A, Attachment I A2, Part II, Y

Y. Subcontract Provisions

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

Finding: The County did demonstrate the provisions of the Byrd Anti-Lobbying Amendment are followed by the County and subcontractors. The County did not demonstrate all of the foregoing SABG State-County Contract Exhibit A, Attachment I A2, Part II general provisions are included in all subcontracts, including the Byrd Anti-Lobbying Amendment.

2.0 SABG MONITORING

The following deficiencies in the SABG monitoring requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 2.9:

SABG State-County Contract Exhibit A, Attachment I A2, Part II, X, 1

X. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

SABG State-County Contract Exhibit A, Attachment I A2, Part II, Y

Y. Subcontract Provisions

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

Finding: The County did demonstrate the provisions of the Dymally-Alatorre Bilingual Services Act are followed by the County and subcontractors. The County did not demonstrate all of the foregoing SABG State-County Contract Exhibit A, Attachment I A2, Part II general provisions are included in all subcontracts, including the Dymally-Alatorre Bilingual Services Act.

CD 2.11:

SABG State-County Contract Exhibit A, Attachment I A2, Part I, Section 1, B, 3, c-d

3. As a subrecipient, the Contractor shall:

- c. Evaluate and monitor its activities and the activities of all subcontractors for compliance with applicable statutes, regulations, and terms and conditions of the subaward.
- d. Address any instances of noncompliance promptly, including noncompliance identified in audit findings.

SABG State-County Contract Exhibit A, Attachment I A2, Part I, Section 1, C, 5

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

- Intravenous Drug User Services
- Interim Services
- Minimum Quality Drug Treatment Standards 2F(b)

CD 2.12:

SABG State-County Contract Exhibit A, Attachment I A2, Part I, Section 3, A, 1, e

1. Contractor's performance under this Exhibit A, Attachment I, Part I, shall be monitored by DHCS during the term of this Contract.
 - 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 shall 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 indicated a total of zero (0) SABG monitoring reports were sent to DHCS for SFY 2018-19. The County did not monitor all providers for SABG programmatic and fiscal requirements.

4.0 ADOLESCENT/YOUTH TREATMENT (AYT)

The following deficiency in Adolescent/Youth Treatment regulations, standards, or protocol requirements was identified:

COMPLIANCE DEFICIENCY:

CD 4.23:

State County Contract, Exhibit A, Attachment I A2, Part II, Q

Q. Youth Treatment Guidelines

Contractor must comply with the guidelines in Document 1V, 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 formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

Youth Treatment Guidelines Section VI, A, 1, a-e

A. Case Management and Complementary Services

Except for early intervention programs, programs should provide or arrange for case management services for every youth in treatment. If the case manager function is provided directly by the treatment program, the case manager should:

1. Have training and skills in the following areas:
 - a. AOD treatment, an understanding of addiction, and the intergenerational nature of AOD abuse;
 - b. familiarity with community resources and other youth service systems (education, child welfare, juvenile justice, mental health, etc.);
 - c. physical and sexual abuse;
 - d. family dynamics; and,
 - e. legal issues (informed consent for minors, disclosure of confidential information, child abuse/neglect reporting requirements, and duty-to-warn issues).

Finding: The County did not demonstrate Case Managers possess the required training and skills to provide youth treatment.

5.0 PRIMARY PREVENTION

The following deficiency in Primary Prevention regulations, standards, or protocol requirements was identified:

COMPLIANCE DEFICIENCY:

CD 5.29:

SABG State-County Contract Exhibit A, Attachment I A2, Part III, C, 1

1. 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 PPSDS Data Quality Standards

Primary Prevention Substance Use Disorder Data Service (PPSDS) Data Quality Standards

The PPSDS data quality standards require that:

1. Quality data is timely;
2. Quality data is logical;
3. Quality data is accurate;
4. Quality data is complete; and,
5. Quality data is valid.

Finding: An internal review of data compliance standards finds the Primary Prevention SUD Data Service (PPSDS) data submitted during recent submissions to DHCS meets the PPSDS data quality standards. However, the County did not provide evidence describing the process to ensure the PPSDS data meet data quality standards of logical, accurate, complete, and valid.

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

The following deficiency in CalOMS and DATAR regulations, standards, or protocol requirements was identified:

COMPLIANCE DEFICIENCY:

CD 7.34.c:

State-County Contract, Exhibit A, Attachment I A2, Part III, B, 3-6

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.
4. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection.
5. Contractor shall submit CalOMS-Tx admission, 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.
6. Contractor shall comply with the CalOMS-Tx 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.

State-County Contract, Exhibit A, Attachment I A2, Part III, E, 3

3. 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’s DATAR report is not current.

8.0 PRIVACY AND INFORMATION SECURITY

The following deficiency in Privacy and Information Security regulations, standards, or protocol requirements was identified:

COMPLIANCE DEFICIENCY:

CD 8.36:

SABG State-County Contract Exhibit A, Attachment I A2, Part II, H

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

State-County Contract Exhibit F A1, Exhibit F-1, 3, D, 4

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.

State-County Contract Exhibit F A1, Exhibit F-2, 3, B, 10

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 F-2 and for communicating on security matters with the Department.

State-County Contract Exhibit F A1, Attachment I, I, A

I. Personnel Controls.

- A. Employee Training. 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's 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 certifications must be retained for a period of six (6) years following contract termination.

Finding: The County did not provide evidence of compliance with the regulations for information privacy and security training.

TECHNICAL ASSISTANCE

Napa County did not request Technical Assistance during this review.