



JENNIFER KENT  
DIRECTOR

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



GAVIN NEWSOM  
GOVERNOR

July 22, 2019

Sent via e-mail to: alan@sbcmh.org

Alan Yamamoto, LCSW, Director  
San Benito County Behavioral Health Services  
1131 San Felipe Road  
Hollister, CA 95023

SUBJECT: Annual County Performance Unit Report

Dear Director Yamamoto:

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 State Plan Drug Medi-Cal (DMC) Contract operated by San Benito County.

The County Performance Unit (CPU) within the Substance Use Disorder Program, Policy, and Fiscal Division (SUDPPFD) 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 San Benito County's 2018-19 SABG and State Plan DMC Contract compliance review. The report identifies deficiencies, required corrective actions, advisory recommendations, and referrals for technical assistance.

San Benito County is required to submit a Corrective Action Plan (CAP) addressing each deficiency noted to the CPU Analyst by 8/22/2019. Please follow the enclosed instructions when completing the CAP. Supporting CAP documentation may be e-mailed to the CPU analyst or mailed to the address listed below.

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

Sincerely,

A handwritten signature in cursive script that reads 'Trang Huynh'.

Trang Huynh  
(916) 713-8570  
trang.huynh@dhcs.ca.gov

Substance Use Disorder  
Program, Policy and Fiscal Division  
County Performance Unit  
P.O. Box 997413, MS 2627  
Sacramento, CA 95814  
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Distribution:

To: Director Yamamoto,

CC: Tracie Walker, Performance & Integrity Branch Chief  
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Susan Jones, County Performance Supervisor  
Tianna Hammock, Drug Medi-Cal Monitoring Unit I Supervisor  
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Tiffany Stover, Postservice Postpayment Unit I Supervisor  
Eric Painter, Postservice Postpayment Unit II Supervisor  
Jessica Fielding, Office of Women, Perinatal and Youth Services Unit Supervisor  
Patricia Gulfam, Prevention Quality Assurance and Support Unit Supervisor  
Steven Reid, San Benito County Program Manager

<b>Lead CPU Analyst:</b> Trang Huynh	<b>Date of Review:</b> May 2019
<b>Assisting CPU Analyst(s):</b> N/A	<b>Date of DMC-ODS Implementation:</b> July 1, 2019
<b>County:</b> San Benito	<b>County Address:</b> 1131 San Felipe Road Hollister, CA 95023
<b>County Contact Name/Title:</b> Steven Reid, Program Manager	<b>County Phone Number/Email:</b> (831) 636-4020 sreid@sbcmh.org
<b>Report Prepared by:</b> Trang Huynh	<b>Report Approved by:</b> Susan Jones

## REVIEW SCOPE

- I. Regulations:
  - a. 22 CCR § 51341.1 – Drug Medi-Cal Substance Use Disorder Services
  - b. 45 CFR; Part 96; Subpart L; §96.121 through 96.137: Substance Abuse Prevention and Treatment Block Grant
  - c. 42 USC, Section 300x-21 through 300x-66: Substance Abuse Prevention and Treatment Block
  - d. HSC, Division 10.5, Section 11750 – 11970: State Department of Health Care
  - e. Special Terms and Conditions (STCs) for California’s Medi-Cal 2020 section 1115(a) Medicaid Demonstration STC, Part X: Drug Medi-Cal Organized Delivery System
  - f. 42 CFR; Chapter IV, Subchapter C, Part 438; §438.1 through 438.930: Managed Care
  
- II. Program Requirements:
  - a. State Fiscal Year (SFY) 2018-19 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 SFY 2016-17*
  - d. National Culturally and Linguistically Appropriate Services (CLAS)
  - e. Mental Health and Substance Use Disorders Services (MHSUDS) Information Notices
  - f. State Fiscal Year (SFY) 2018-19 Intergovernmental Agreement (IA)

**SUMMARY OF SFY 2018-19 COMPLIANCE DEFICIENCIES (CD)**

<b>Section:</b>	<b>Number of CD's:</b>
<b>1.0 Administration</b>	<b>1</b>
<b>2.0 SABG Monitoring</b>	<b>3</b>
<b>3.0 Perinatal</b>	<b>0</b>
<b>4.0 Adolescent/Youth Treatment</b>	<b>0</b>
<b>5.0 Primary Prevention</b>	<b>0</b>
<b>6.0 Cultural Competence</b>	<b>2</b>
<b>7.0 CalOMS and DATAR</b>	<b>3</b>
<b>8.0 Privacy and Information Security</b>	<b>1</b>
<b>9.0 Drug Medi-Cal (DMC)</b>	<b>14</b>

## PREVIOUS CAPs

During the SFY 2018-19 review, the following CAP with CDs were discussed and are still outstanding.

### 2017-18:

#### CD 2.20:

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

**County Reason for non-clearance of CD:** County was updating the monitoring tool and did not conduct the monitoring reviews within the timeline.

**County plan to remediate:** County will make it a priority to monitor all County providers.

**Original expected date of completion:** 7/23/18

**Updated/ revised date of completion:** October 2019

#### CD 2.21:

**Finding:** The County did not monitor and submit all required SABG monitoring and auditing reports to DHCS within two weeks of report issuance.

**County Reason for non-clearance of CD:** Since the County did not conduct monitoring reviews, it could not submit the reports in two weeks.

**County plan to remediate:** County will make it a priority to monitor all County providers and submit all reports to DHCS within two weeks.

**Original expected date of completion:** 4/16/18

**Updated/ revised date of completion:** October 2019

#### CD 7.41.c:

**Finding:** The County's DATAR report is not current.

**County Reason for non-clearance of CD:** County has submitted the DATAR reports monthly; however the DATAR reports were submitted to CDADP under the wrong CalOMS TX number. This issue has been ongoing since at least 2007 according to our archived paperwork when the BH director first began corresponding with DAOD. The SB County SUDS program manager is currently in discussions with the SB County EHR contractor, Kingsview, to assist us in rectifying the problem. SBCBH will have SUD Counselors close all of the open CalOMS TX admissions. Kingsview will assist in coordinating the changeover from 353500 to 353502. The SUD staff will then reopen all of the closed files.

**County plan to remediate:** County will continue to work with DHCS and Kingsview to resolve this issue.

**Original expected date of completion:** 7/9/18

**Updated/ revised date of completion:** November 2019

## CORRECTIVE ACTION PLAN

Pursuant to the State County Contract, Exhibit A, Attachment I A1, Part I, Section 3, 7, (a-d) 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. Advisory recommendations are not required to be addressed in the CAP.

Please provide the following within the completed 2018-19 CAP.

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

The CPU 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 deficiency in regulations, standards, or protocol requirements were identified:

### COMPLIANCE DEFICIENCY:

#### **CD 1.6:**

SABG State-County Contract, Exhibit A, Attachment I AI, 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 [CharitableChoice@dhcs.ca.gov](mailto:CharitableChoice@dhcs.ca.gov) by October 1...*

**Finding:** The County did not submit documentation of the total number of referrals necessitated by religious objection to DHCS Program Support and Grants Management Branch by October 1, 2018.



## 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 A1, Part I, Section 3, A, 1, (e)  
*Contractor's performance under this Exhibit A, Attachment I, Part I, shall be monitored by DHCS during the term of this Contract. Monitoring criteria shall include, but not be limited to:*

- e) Whether the Contractor conducted annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. Contractor shall submit copy of its monitoring and audit reports to DHCS within two weeks of issuance. Reports 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 did not monitor three of four County managed programs for all SABG program and fiscal requirements.

#### **CD 2.15:**

SABG State-County Contract Exhibit A, Attachment I A1, Part I, Section 3, A, 1 (a-e)  
*Contractor's performance under this Exhibit A, Attachment I, Part I, shall be monitored by DHCS during the term of this Contract. Monitoring criteria shall include, but not be limited to: a)*  
*Whether the quantity of work or services being performed conforms to Exhibit B.*

- 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 Practice Guidelines (Document 1G).*
- 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 did not submit three of four SABG monitoring reports for SFY 17-18 to DHCS within two weeks of report issuance.

**CD 2.17:**

SABG State-County Contract Exhibit A, Attachment I A1, Part I, Section 3, B, 2, (d-e)

*Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:*

- a) Lack of educational materials or other resources for the provision of services.*
- b) Geographic isolation and transportation needs of persons seeking services or remoteness of services.*
- c) Institutional, cultural, and/or ethnicity barriers.*
- d) Language differences.*
- e) Lack of service advocates.*
- f) Failure to survey or otherwise identify the barriers to service accessibility.*
- g) Needs of persons with a disability.*

**Finding:** The County did not demonstrate that oversight or monitoring of providers was conducted to ensure language differences are not, and do not, become a barrier to services.

## 6.0 CULTURAL COMPETENCE

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

### COMPLIANCE DEFICIENCIES:

#### **CD 6.27:**

SABG State-County Contract, Exhibit A, Attachment I AI, Part II, J  
*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 6, Standard 13

*Standard 6 - Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.*

*Standard 13 - Partner with the community to design, implement and evaluate policies, practices and services to ensure cultural and linguistic appropriateness.*

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

- Standard 6
- Standard 13

#### **CD 6.28:**

SABG State-County Contract, Exhibit A, Attachment I AI, Part II, J  
*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 3

*Standard 3 - Recruit, promote and support a culturally and linguistically diverse governance, leadership and workforce that are responsive to the population in the service area.*

**Finding:** The County did not demonstrate that recruiting methods used to hire and promote a culturally and linguistically diverse workforce, reflective of the County's population were utilized.

**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 7.34.a:**

SABG State-County Contract, Exhibit A, Attachment I A1, Part III, B, 3, 5, 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.*
- (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.*
- (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.*

SABG State-County Contract, Exhibit A, Attachment I A1, Part III, D, 6

*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 open provider report is not current.

**CD 7.34.b:**

SABG State-County Contract, Exhibit A, Attachment I A1, Part III, B, 3, 5, 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.*
- (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.*
- (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.*

SABG State-County Contract, Exhibit A, Attachment I A1, Part III, D, 6

*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 open admission report is not current.

**CD 7.34.c:**

SABG State-County Contract, Exhibit A, Attachment I A1, Part III, E, (1) & (3)

- (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.*
- (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 were identified:

COMPLIANCE DEFICIENCY:

**CD 8.37:**

45 CFR Section 164.526

SABG State-County Contract, Exhibit F, F-1, 3, D, 10

*Amendment of Department PHI. To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty days within which to make the amendment.*

**Finding:** The County does not have a process in place for addressing beneficiary PHI amendment requests in compliance with 45 CFR Section 164.526.

## 9.0 DRUG MEDI-CAL

The State-County contract was monitored to the Drug Medi-Cal State Plan requirements which were in effect prior to the County's transition to the DMC-ODS Intergovernmental Agreement during FY18/19. Corrective actions for these deficiencies must utilize the DMC-ODS Intergovernmental Agreement requirements that are listed below each finding.

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

### COMPLIANCE DEFICIENCIES:

#### **CD 9.43:**

State Plan DMC Contract, Exhibit A, Attachment I A1, Part I, Section 4, 5 a

*Contractor shall include instructions on record retention in any subcontract with providers and mandate all providers to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I Code, Section 14124.1 and 42 CFR Section 433.32, and 22 CCR Section 51341.1.*

W&I Code, Section 14124.1

*... Records required to be kept and maintained under this section shall be retained by the provider for a period of 10 years from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later, in accordance with Section 438.3(u) of Title 42 of the Code of Federal Regulations.*

**Finding:** The County did not provide evidence that records are retained for ten years from the final date of the contract period between the plan and the provider from the date of completion of any auditor or from the date the service was rendered, whichever is later.

#### **DMC-ODS:**

Intergovernmental Agreement Exhibit A, Attachment I, Section III, DD, 8

#### **CD 9.44:**

State Plan DMC Contract, Exhibit A, Attachment I A1, Part I, Section 2, A, 1, a-e

*Contractor shall establish assessment and referral procedures and shall arrange, provide, or subcontract for covered services in the Contractor's service area. Covered services include:*

- a) Outpatient drug-free treatment*
- b) Narcotic replacement therapy*
- c) Naltrexone treatment*
- d) Intensive Outpatient Treatment*
- e) Perinatal Residential Substance Abuse Services (excluding room and board)*

MHSUDS Information Notice No: 18-009

**Finding:** The County does not provide the following covered services:

- Outpatient drug-free treatment,
- Narcotic replacement therapy,

- Naltrexone treatment,
- Intensive outpatient treatment, and
- Perinatal residential substance abuse services (excluding room and board).

**DMC-ODS:**

Intergovernmental Agreement Exhibit A, Attachment I, Section III, C, 3

**CD 9.46:**

State Plan DMC Contract, Exhibit A, Attachment I A1, Part I, Section 1, B

*It is further agreed this Contract is controlled by applicable provisions of: (a) the W&I Code, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).*

§ 51341.1 (d) (5) (A-D)

*Naltrexone treatment services shall only be provided to a beneficiary who meets all of the following conditions:*

- (A) Has a confirmed, documented history of opiate addiction.*
- (B) Is at least (18) years of age.*
- (C) Is opiate free.*
- (D) Is not pregnant.*

**Finding:** The County does not demonstrate compliance with the following requirements for Naltrexone treatment:

- Has a confirmed, documented history of opiate addiction,
- Is at least (18) years of age,
- Is opiate free, and
- Is not pregnant.

**DMC-ODS:**

Intergovernmental Agreement Exhibit A, Attachment I, Section III, PP, 5, i, a (i-iv)

**CD 9.50:**

State Plan DMC Contract, Exhibit A, Attachment I A1, Part I, Section 4, B, 1, b

*Contractor shall conduct, at least annually, an audit of DMC providers to assure covered services are being appropriately rendered. The annual audit must include an on-site visit of the service provider.*

*Reports of the annual review shall be provided to DHCS's Performance Management Branch at:*

*Substance Use Disorders Program, Policy and Fiscal Division,  
Performance and Integrity Branch  
Department of Health Care Services  
PO Box 997413, MS-2621  
Sacramento, CA 95899-7413:*



*Or by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov*

*Review reports shall be provided to DHCS within 2 weeks of completion by the Contractor.*

**Finding:** The County did not monitor any programs for required DMC program requirements. County entered into DMC-ODS Waiver on 7/1/19.

**DMC-ODS:**

Intergovernmental Agreement Exhibit A, Attachment I, Section III, OO, 1, i, d

**Note DMC-ODS:** Contractor shall conduct annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. Contractor shall submit copy of their 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

**CD 9.51:**

State Plan DMC Contract, Exhibit A, Attachment I A1, Part I, Section 4, B, 1, b

*Contractor shall conduct, at least annually, an audit of DMC providers to assure covered services are being appropriately rendered. The annual audit must include an on-site visit of the service provider.*

*Reports of the annual review shall be provided to DHCS's Performance Management Branch at:*

*Substance Use Disorders Program, Policy and Fiscal Division,  
Performance and Integrity Branch  
Department of Health Care Services  
PO Box 997413, MS-2621  
Sacramento, CA 95899-7413:*

*Or by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov*

*Review reports shall be provided to DHCS within 2 weeks of completion by the Contractor.*

**Finding:** The County did not submit any required DMC monitoring and auditing reports for FY 17-18 within two weeks of report issuance.

**DMC-ODS:**

Intergovernmental Agreement Exhibit A, Attachment I, Section III, OO, 1, i, d

**CD 9.58:**

State Plan DMC Contract, Exhibit A, Attachment I A1, Part I, Section 4, B, 1, e

*Contractor shall certify the DMC claims submitted to DHCS represent expenditures eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR 430.30, 433.32, and 433.51). Contractor shall not*

*knowingly submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from uncertified or decertified providers.*

**Finding:** The County did not review and verify that claims submitted were accurate and legitimate.

**DMC-ODS:**

Intergovernmental Agreement Exhibit A, Attachment I, Section III, EE, 6

**CD 9.65:**

State Plan DMC Contract, Exhibit A, Attachment I A1, Part I, Section 1, B

*It is further agreed this Contract is controlled by applicable provisions of: (a) the W&I Code, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).*

§ 51341.1 (b) (28) (i) (f) (ii)

*...The substance use disorder medical director's responsibilities shall at a minimum include all of the following:*

- (a) Ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care.*
- (b) Ensure that physicians do not delegate their duties to non-physician personnel.*
- (c) Develop and implement medical policies and standards for the provider.*
- (d) Ensure that physicians, registered nurse practitioners, and physician assistants follow the provider's medical policies and standards...*

**Finding:** The County did not provide evidence that all DMC programs have medical policies and standards developed and approved by the program medical director.

**DMC-ODS:**

Intergovernmental Agreement Exhibit A, Attachment I, Section III, PP, 6

**CD 9.66:**

State Plan DMC Contract, Exhibit A, Attachment I A1, Part I, Section 1, B

*It is further agreed this Contract is controlled by applicable provisions of:*

- (a) the W&I Code, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq.,*
- (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and*
- (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).*

§ 51341.1 (b) (28) (i) (f) (iii)

*... A substance use disorder medical director shall receive a minimum of five (5) hours of continuing medical education in addiction medicine each year...*

**Finding:** The County did not provide evidence ensuring subcontracted medical directors receive five hours annually of continuing medical education units in addiction medicine.

**DMC-ODS:**

Intergovernmental Agreement Exhibit A, Attachment I, Section III, A, 1, iv

## 10.0 TECHNICAL ASSISTANCE

The County will be provided ongoing technical assistance in the provisions of DMC-ODS services through emails, monthly telephone calls and attendance in regularly scheduled DMC-ODS webinars.