



JENNIFER KENT
DIRECTOR

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



EDMUND G. BROWN JR.
GOVERNOR

June 6, 2017

Sent via e-mail to: Nolga2@sbcglobal.net

Noel J. O'Neill, Director
Trinity County Behavioral Health Services
P.O. Box 1640
1450 Main Street
Weaverville, CA 96093

SUBJECT: State Fiscal Year (SFY) 2016-17 - County Monitoring Unit Report

Dear Director O'Neill:

Enclosed are the results of Trinity County's 16-17 Substance Abuse Prevention and Treatment (SAPT) Block Grant (BG)¹ and the State County Contract compliance desk review. The Department of Health Care Services (DHCS) Substance Use Disorders (SUD) Program, Policy and Fiscal Division (PPFD) is responsible for monitoring requirements of the SAPT BG and the terms of the State County Contract.

The County Monitoring Unit (CMU) within the Performance Management Branch (PMB) of SUD PPFDD performed a comprehensive review based on responses to the monitoring instrument, supporting documentation, and requirements. The enclosed report addresses compliance deficiencies and advisory recommendations.

Trinity County is required to submit a Corrective Action Plan (CAP) addressing each deficiency noted by July 7, 2017. The CAP must follow the guidelines detailed within the attached report. Please reference the enclosed CAP instructions when completing the CAP. Please email the CAP and supporting CAP documentation to Trang Huynh at Trang.Huynh@dhcs.ca.gov or (916) 650-0529, or mail to the address below. If you have any questions regarding this report, please contact Trang Huynh at 916-650-0529 or Trang.Huynh@dhcs.ca.gov.

Sincerely,

CMU Analyst
(916) 327-2654

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



County Monitoring Unit Report
Trinity County

Distribution:

To: Noel J. O'Neill, Director, Trinity County Behavioral Health Services

CC: Victoria King-Watson, DHCS Substance Use Disorders (SUD) Program, Policy and Fiscal Division, Assistant Division Chief
Tracie Walker, Performance Management Branch, Section Chief
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Denise Galvez, Policy and Prevention Branch, Section Chief
Sandy Yien, Program Support and Grants Management Branch, Section Chief
Susan Jones, County Monitoring Unit, Supervisor
Cynthia Hudgins, Drug Medi-Cal Monitoring Unit I, Supervisor
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Janet Rudnick, Postservice Postpayment Unit II, Supervisor
Trudi Romero, Policy and Prevention Branch, Office Technician

June 6, 2017

Report Prepared by: *Kerri Stubblefield, County Monitoring Analyst*
Manager Approval: *Susan Jones, County Monitoring Supervisor*

CMU Analyst:
Kerri Stubblefield

Review Date: June 2017 Desk Review

Assisting CMU Analyst:
N/A

Review Period: SFY 2016-17

County: Trinity

County Address:
Trinity County
Behavioral Health Services
P.O. Box 1640
Weaverville, CA 96093-1640

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 (SAPT BG), 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 Monitoring Unit (CMU).

CORRECTIVE ACTION PLAN (CAP)

Pursuant to the State County Contract, Exhibit A, Attachment I, Part V, Section 4, 7, (a-b) each compliance deficiency 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:

1. Address each programmatic deficiency;
2. Provide a specific description of how the deficiency will be corrected;
3. Identify the staff person responsible for correcting the deficiency and ensuring future compliance;
4. Specify the target date for complete implementation of each deficiency.

As deficiencies are corrected, please send training documentation, revised policies/procedures, and/or other documentation to demonstrate the correction of a deficiency, if applicable.

The CMU analyst will monitor progress of CAP implementation until complete.

REVIEW SCOPE

- I. Regulations:
 - a. 22 CCR § 51341.1 – Drug Medi-Cal Substance Use Disorder Services
 - b. 9 CCR, Division 4, Chapter 4, Subchapter 1 – 6: Narcotic Treatment Programs
 - c. 45 CFR; Part 96; Subpart L; §96.121 through 96.137: Substance Abuse Prevention and Treatment Block Grant
 - d. 42 USC, Section 300x-21 through 300x-66: Substance Abuse Prevention and Treatment Block Grant
 - e. HSC, Division 10.5, Section 11750 – 11970: Alcohol and Drug Programs

- II. Program Requirements:
 - a. State Fiscal Year (SFY) 14/15 - 16/17 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) Standards*
 - e. Alcohol and Drug Program (ADP) Bulletins
 - f. Mental Health and Substance Use Disorders Services (MHSUDS) Information Notices

Section 1: ADMINISTRATION

There were no deficiencies identified in Section 1: Administration.

Section 2: SAPT BG MONITORING

The following deficiencies in the SAPT BG monitoring regulations, standards, or protocol were identified:

COMPLIANCE DEFICIENCIES:

CD 2.15:

State County Contract, Exhibit A, Attachment I A2, Part IV, Section 2, B, 1, (a-i)
Performance under the terms of this Exhibit A, Attachment I A1, Part IV, is subject to all applicable federal and state laws, regulations, and standards. In accepting the State 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 the written procedures; and (iii) be held accountable for audit exceptions taken by the State 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) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and*
- (j) 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 has not developed a programmatic and fiscal monitoring tool specific to county-run SAPT BG programs and services.

CD 2.20:

State County Contract, Exhibit A, Attachment I A2, Part IV, Section 3, A, 1, (e)
*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; or*

*Substance Use Disorder - Prevention, Treatment and Recovery Services
Division, Performance Management Branch, Department of Health Care Services
PO Box 997413, MS-2627
Sacramento, CA 95899-7413*

Finding: The County did not conduct required annual fiscal reviews of county-managed programs.

CD 2.21:

State County Contract, Exhibit A, Attachment I A2, Part IV, Section 3, A, 1, (e)
*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; or
Substance Use Disorder - Prevention, Treatment and Recovery Services
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 SAPT BG monitoring and auditing reports for SFY 15-16 to DHCS within two weeks of report issuance.

Section 3: DRUG MEDI CAL(DMC)

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

CD 3.25:

State County Contract, Exhibit A, Attachment I, Part V, Section 4, B, 1 (b)

Contractor shall conduct, at least annually, a utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review must include an on-site visit of the service provider. Reports of the annual review shall be provided to the Department's Performance Management Branch at:

*Substance Use Disorder - Prevention, Treatment and Recovery Services Division,
Performance Management 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 the State within 2 weeks of completion by the Contractor.

Finding: The County did not conduct annual onsite utilization reviews of each DMC-funded program in the County.

CD 3.25.a:

State County Contract, Exhibit A, Attachment I, Part V, Section 4, B, 1 (b)

Contractor shall conduct, at least annually, a utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review must include an on-site visit of the service provider. Reports of the annual review shall be provided to the Department's Performance Management Branch at:

*Substance Use Disorder - Prevention, Treatment and Recovery Services Division,
Performance Management 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 the State within 2 weeks of completion by the Contractor.

Finding: The County does not maintain all DMC program requirements within their monitoring tools. The following criteria is missing:

- All California Code of Regulations (CCR) Title 22, Section 51341.1 Drug Medi-Cal Substance Use Disorder services requirements.

CD 3.27:

State County Contract, Exhibit A, Attachment I, Part V, Section 2, B-1, (a)

... Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.

Finding: The County did not provide a copy of policies and procedures in place for monitoring and evaluating system of care, including a system for addressing problems that develop regarding waiting times and appointments.

CD 3.33:

State County Contract, Exhibit A, Attachment I, Part V, Section 4, A, 2, (b)

... If programmatic or fiscal deficiencies are identified, the Provider shall be required to submit a Corrective Action Plan (CAP) the Contractor for review and approval prior to submission to DHCS for final approval.

State County Contract, Exhibit A, Attachment I, Part V, Section 4, A, 2, (b), i

Pursuant to CCR, Title 22, Section 51341.1(o), all deficiencies identified by the PSPP review, whether or not a recovery of funds results, must be corrected and the entity that provided the services must submit a Contractor-approved CAP to the PSPP Unit within 60 days of the date of the PSPP report.

State County Contract, Exhibit A, Attachment I, Part V, Section 4, A, 2, (b), i, 1, d

Identify who will be responsible for correction and who will be responsible for on-going compliance.

Finding: The County did not provide the process for ensuring PSPP CAPs are submitted to DHCS if required as a result of eventual PSPP reviews of county-run DMC programs.

CD 3.34:

State County Contract, Exhibit A, Attachment I, Part V, Section 4, B-1, (d)

Contractor must monitor and attest compliance and/or completion by Providers with CAP requirements (detailed in Section 4, Paragraph (A)(2)(c)) as required by any PSPP review. Contractor shall attest to DHCS, using the form developed by DHCS that the requirements in the CAP have been completed by the Contractor and/or the Provider. Submission of DHCS Form 8049 form by Contractor must be accomplished within the timeline specified in the approved CAP, as noticed by DHCS.

Finding: The County does not submit DHCS Form 8049 as required.

CD 3.35:

State County Contract, Exhibit A, Attachment I, Part V, Section 4, A, 2, (a)

The Contractor shall be responsible for their subcontracted providers and their county-run programs to ensure any deficiencies are remediated pursuant to Sections 1 and 2 herein.

Finding: The County did not provide the process of monitoring county-run DMC programs for implementation of PSPP CAPs.

Section 4: PERINATAL

There were no compliance deficiencies identified in Section 4: Perinatal.

Section 5: ADOLESCENT/YOUTH TREATMENT (AYT)

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

COMPLIANCE DEFICIENCIES:

CD 5.42:

State County Contract, Exhibit A, Attachment I, Part I, Q, Document 1V –Youth Treatment Guidelines

Youth Treatment Guidelines 2002, Section V. Service Components, C Initial and Continuing Assessment (1-7)

Assessment is not a single event upon the youth's admission to the program, but an ongoing process to gain insight into the youth's unique abilities, strengths, and needs. Assessment should be comprehensive, multi-faceted, and culturally as well as developmentally, appropriate.

Finding: The County did not provide a copy of the youth assessment tool or the youth health screening tool.

Section 6: FISCAL AUDITING

There were no compliance deficiencies identified in Section 6: Fiscal Auditing.

Section 7: PRIMARY PREVENTION

There were no compliance deficiencies identified in Section 7: Primary Prevention.

Section 8: CULTURAL COMPETENCE

There were no compliance deficiencies identified in Section 8: Cultural Competence.

Section 9: ELECTRONIC HEALTH RECORDS (EHR)

There were no compliance deficiencies identified in Section 9: E.H.R.

**Section 10: CALIFORNIA OUTCOMES MEASUREMENT SYSTEM TREATMENT (CalOMS Tx)
AND DRUG AND ALCOHOL TREATMENT ACCESS REPORT (DATAR)**

There were no compliance deficiencies identified in Section 10: CalOMS/DATAR.

Section 11: PRIVACY AND INFORMATION SECURITY

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

COMPLIANCE DEFICIENCIES:

CD 11.64.a:

State County Contract, Exhibit G-3, Attachment A, 1, 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.

Finding: The County does not retain background check documentation for three (3) years.

CD 11.66.a:

State County Contract, Exhibit G-3, Attachment A, 2, E
Antivirus software. All workstations, laptops and other systems that process and/or store Department PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

Finding: The County's anti-virus software solution does not have automatic updates scheduled at least daily.

CD 11.70:

State County Contract, Exhibit G-3, Attachment A, 3, A
System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

Finding: The County does not conduct an annual system risk assessment/security review. The last risk assessment/security review was conducted in October 2015.

CD 11.71:

State County Contract, Exhibit G-3, Attachment A, 4, A
Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

Finding: The County did not provide a copy of the Emergency Mode Operation Plan.

CD 11.76.a:

State County Contract, Exhibit G-2, 3, B, 2 - 3

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.*

3) *Security. Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:*

- a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;*
- b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and*
- c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment I and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.*

Finding: The County does not have written policies and procedures specific to privacy and security of Department Personal Information (PI).

CD 11.78:

State County Contract, Exhibit G-1, Provision 13

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 to the Department. (1) To notify the Department immediately by telephone call or email or fax upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department within 24 hours (one hour if SSA data) by email or fax of the discovery of any suspected security incident,*

intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this ExhibitG-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing (privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS information Security Officer website (www.dhca.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.asp>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and*
 - ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.*
- a. Investigation and Investigation Report. To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.*
- b. Complete Report. To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include any known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.*

Finding: The *Trinity County Behavioral Health Services Policy 1001* submitted does not contain the formal process in place for reporting breaches or security incidents of unsecured PHI or PI to DHCS that includes:

- Notifying DHCS immediately by telephone, e-mail, or fax
- Notifying DHCS within 24 hours of a suspected security incident
- Utilizing “Privacy Security Incident Report” form
- Submitting “Privacy Incident Report” form within 72 hours
- Providing a complete report within 10 working days of breach or disclosure

Section 12: TECHNICAL ASSISTANCE (TA)

There were no requests for TA.