



JENNIFER KENT  
DIRECTOR

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



EDMUND G. BROWN JR.  
GOVERNOR

May 31, 2017

Sent via e-mail to: [rroberts@mono.ca.gov](mailto:rroberts@mono.ca.gov)

Robin K. Roberts, MFT, Director  
Mono County Behavioral Health  
P.O. Box 2619  
452 Old Mammoth Rd.  
Mammoth Lakes, CA 93546

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

Dear Director Roberts:

Enclosed are the results of Mono County's 16-17 Substance Abuse Prevention and Treatment (SAPT) Block Grant (BG)<sup>1</sup> and the State County Contract compliance site 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 PPFDF performed a comprehensive review based on responses to the monitoring instrument, discussion with county staff, supporting documentation, and requirements. The enclosed report addresses compliance deficiencies and advisory recommendations.

Mono County is required to submit a Corrective Action Plan (CAP) addressing each deficiency noted by June 30, 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 the CMU Analyst, or mail to the address below. If you have any questions regarding this report, please contact Eric Painter at [Eric.Painter@dhcs.ca.gov](mailto:Eric.Painter@dhcs.ca.gov) or (916) 327-2619.

Sincerely,

*Kerri Stubblefield*

CMU Analyst  
(916) 327-2654  
[Kerri.Stubblefield@dhcs.ca.gov](mailto:Kerri.Stubblefield@dhcs.ca.gov)

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



**County Monitoring Unit Report**  
Mono County

Distribution:

To: Robin Roberts, Director, Mono County Behavioral Health

CC: Victoria King-Watson, DHCS Substance Use Disorders (SUD) Program, Policy and Fiscal Division, Assistant Division Chief  
Tracie Walker, Performance Management Branch, Section Chief  
Patrick Daglia, Fiscal Management and Accountability Branch, Section Chief  
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  
Stephanie Quok, Drug Medi-Cal Monitoring Unit II, Supervisor  
Danielle Stumpf, Office of Women, Perinatal and Youth Services, Supervisor  
Tiffany Stover, Postservice Postpayment Unit I, Supervisor  
Janet Rudnick, Postservice Postpayment Unit II, Supervisor  
Trudi Romero, Policy and Prevention Branch, Office Technician

May 31, 2017

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

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**CMU Analyst:**  
Kerri Stubblefield

**Review Date:** May 09 – 10, 2017

**Assisting CMU Analyst:**  
N/A

**Review Period:** SFY 2016-17

**County:** Mono

**County Address:**  
Mono County Behavioral Health  
452 Old Mammoth Road, Third Floor  
Mammoth Lakes, CA 93546

The Department of Health Care Services (DHCS) is required to provide programmatic, administrative, and fiscal oversight of the statewide Substance Abuse Prevention and Treatment Block Grant (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

The following deficiencies in Section 1: Administration regulations, standards, or protocol were identified:

### COMPLIANCE DEFICIENCIES:

#### **CD 1.3:**

State County Contract, Exhibit A, Attachment I, Part I, D

*Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol - related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.*

Exhibit A, Attachment I, X

*Contractor shall include all of the foregoing provisions in all of its subcontracts.*

**Finding:** The County does not include a provision addressing no unlawful use of or no unlawful messaging around drugs or alcohol associated with the program within subcontracted provider contracts.

#### **CD 1.5:**

State County Contract, Exhibit A, Attachment I, Part I, G

*No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.*

Exhibit A, Attachment I, Part I, X

*Contractor shall include all of the foregoing provisions in all of its subcontracts.*

**Finding:** The County does not include a provision on the restriction on distribution of sterile needles within subcontracted provider contracts.

## 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's monitoring of its own county-run SAPT BG programs did not meet the following State County Contract requirements:

- a) The County has not developed a formal monitoring process to monitor county-run SAPT BG programs for compliance with State County contract requirements.

#### **CD 2.18**

State County Contract, Exhibit A, Attachment I, Part IV, Section 3, A, 1, (a-e)  
*Contractor's performance under this Exhibit A, Attachment I A2, Part IV, shall be monitored by the State 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 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) *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](mailto: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 has not developed a programmatic and fiscal monitoring tool to monitor 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](mailto: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 annual onsite programmatic and fiscal monitoring reviews of county-run and county-subcontracted SAPT BG programs in SFY15-16.

**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](mailto: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 4: PERINATAL**

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

**Section 5: ADOLESCENT/YOUTH TREATMENT (AYT)**

There were no compliance deficiencies identified in Section 5: AYT.

**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)

The following deficiencies in the Electronic Health Records regulations, standards, or protocol were identified:

### COMPLIANCE DEFICIENCIES:

#### **CD 9.55:**

State County Contract, Exhibit G-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 utilizes Electronic Health Records (E.H.R.), but does not have policies, procedures, and practices in place that govern the usage of the E.H.R.

**Section 10: 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 10.57.d:**

State County Contract, Exhibit A, Attachment I, Part III, F, (3)

*Contractor shall comply with the treatment and prevention data quality standards established by the State. Failure to meet these standards on an ongoing basis may result in withholding non-DMC funds.*

State County Contract, Exhibit A, Attachment I, Part III, D (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.*

Department of Health Care Services, California Outcome Measurement System Treatment (CalOMS Tx), Data Compliance Standards, NNA Contract: Document 3S

*Standard: Counties shall account for all one hundred percent (100%) of their county contracted treatment providers in their monthly submission(s) of CalOMS Tx data. DHCS will review the completeness of the CalOMS Tx monthly submissions reported by the counties (counties are responsible for their county contracted providers) and direct providers. Counties are responsible for their county contracted providers and shall report for all (100 percent) of their treatment providers in their monthly submission that includes data for all of their providers: admissions, discharges, or annual updates.*

**Finding:** The County did not report monthly CalOMS Tx submission data on beneficiary discharges or annual updates as needed.

ADVISORY RECOMMENDATION:

**AR 10.58:**

State County Contract, Exhibit A, Attachment I, Part III, D (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.*

Department of Health Care Services, California Outcome Measurement System Treatment (CalOMS Tx), Data Compliance Standards, NNA Contract: Document 3S

*Standard: Counties shall account for all one hundred percent (100%) of their county contracted treatment providers in their monthly submission(s) of CalOMS Tx data. DHCS will review the completeness of the CalOMS Tx monthly submissions reported by the counties (counties are responsible for their county contracted providers) and direct providers. Counties are responsible for their county contracted providers and shall report for all (100 percent) of their treatment providers in their monthly submission that includes data for all of their providers: admissions, discharges, or annual updates.*



**Recommendation:** It is recommended the County monitor the CalOMS data on beneficiary discharges or annual updates on a monthly, rather than quarterly, basis.

## Section 11: PRIVACY AND INFORMATION SECURITY

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

### COMPLIANCE DEFICIENCIES:

#### **CD 11.62:**

State County Contract, Exhibit G-3, Attachment A, 1, 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. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.*

**Finding:** The County does not require workforce member's confidentiality statements be renewed annually.

#### **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.*

State County Contract, Exhibit G-3, 12  
*Audits, Inspection and Enforcement. From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit G. Contractor shall promptly remedy any violation of any provision of this Exhibit G. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit G. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit G.*

**Finding:** The County did not communicate the findings and the response to the annual system risk assessment/security review conducted in January 2017.

#### **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 or similar document.

**CD 11.72:**

State County Contract, Exhibit G-3, Attachment A, 4, B  
*Data Backup Plan. Contractor must have established documented procedures to backup Department PHI to maintain retrievable exact copies of Department PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.*

**Finding:** The County did not provide written procedures of a data backup plan that include all of the following:

- A regular schedule for making backups
- Storing backups offsite
- An inventory of backup media
- An estimate of the amount of time needed to restore Department PHI or PI should it be lost

**CD 11.75:**

State County Contract, Exhibit G-1, 7, a-b  
*7) Contractor's Agents and Subcontractors.*  
*a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit G, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit G-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.*  
*b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:*  
*i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or*  
*ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.*

**Finding:** The provision within county-subcontracted provider contracts does not contain required language allowing the contractor to respond appropriately to material breaches or violations by the subcontractor.

**CD 11.78:**

State County Contract, Exhibit G-1, Provision13

*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](mailto: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](http://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 County does not have a formal process in place for reporting breaches or security incidents 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.