



JENNIFER KENT
DIRECTOR

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



EDMUND G. BROWN JR.
GOVERNOR

April 13, 2017

Sent via e-mail to: amwilliamson@solanocounty.com

Andrew M. Williamson, MFT, AOD Administrator
Solano County Substance Abuse Services
2101 Courage Drive, MS 10-100
Fairfield, CA 94533-0677

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

Dear Administrator Williamson:

Enclosed are the results of Solano 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) Division is responsible for monitoring requirements of the SAPT BG and the terms of the State County Contract operated by Solano County.

The County Monitoring Unit (CMU) within the Performance Management Branch (PMB) of DHCS SUD Division performed a comprehensive review based on responses to the monitoring instrument and supporting documentation. The enclosed report addresses compliance deficiencies, required corrective actions, advisory recommendations, and any technical assistance requests.

Solano County is required to submit a Corrective Action Plan (CAP) addressing each deficiency noted to the CMU Analyst by May 15, 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 listed below. If you have any questions regarding this report or need assistance, please contact the CMU analyst.

Sincerely,

Kerri Stubblefield

CMU Analyst
(916) 327-2654
Kerri.Stubblefield@dhcs.ca.gov

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



County Monitoring Unit Report
Solano County

Distribution:

To: Andrew M. Williamson, MFT, AOD Administrator

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

April 13, 2017

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

Lead CMU Analyst:
Kerri Stubblefield

Review Date: Desk Review

Assisting CMU Analyst:
N/A

Review Period: SFY 2016-17

County: Solano

County Address:
Solano County Substance Abuse Services
2101 Courage Drive, MS 10-100
Fairfield, CA 94533-0677

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:

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 on no unlawful use or unlawful messaging of 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.

CD 1.7:

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

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H).

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 counselor certification 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 2.18

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; 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 have all the SAPT BG program requirements within their monitoring tools. The following criteria is missing:

- Interim Services
- Charitable Choice
- Intravenous Drug User (IVDU) Services
- Fiscal requirements

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 annual onsite monitoring reviews of all county-subcontracted SAPT BG providers in SFY15-16 for fiscal requirements.

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 fiscal auditing reports to DHCS for SFY 15-16.

Section 3: DRUG MEDI-CAL (DMC)

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

COMPLIANCE DEFICIENCIES:

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 did not have all DMC program requirements within their monitoring tools. The following criteria needs to be updated:

- 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 does not have policies and procedures in place for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.

Section 4: PERINATAL

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

COMPLIANCE DEFICIENCIES:

CD 4.37:

45 CFR, 96.124 9 (e) (1)

With respect to paragraph (c) of this section, the amount set aside for such services shall be expended on individuals who have no other financial means of obtaining such services as provided in § 96.137. All programs providing such services will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate. The State shall ensure that, at a minimum, treatment programs receiving funding for such services also provide or arrange for the provision of the following services to pregnant women and women with dependent children, including women who are attempting to regain custody of their children:

(1) primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;

(2) primary pediatric care, including immunization, for their children;

(3) gender-specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services.

State County Contract, Exhibit A, Attachment I, Part I, R
Perinatal Services Network Guidelines FY 2016-17

Finding: The County does not provide or arrange for the provision of childcare services while women in perinatal programs are receiving primary medical care and gender-specific services.

CD 4.38:

45 CFR 96.131 (b)

...will in carrying out this provision publicize the availability to such women of services from the facilities and the fact that pregnant women receive such preference. This may be done by means of street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers, and social service agencies.

State County Contract, Exhibit A, Attachment I, Part I, K.

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 8

Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.

Finding: The perinatal outreach materials provided in Spanish, the County's threshold language, do not publicize the preference in admitting pregnant women to perinatal programs.

Section 5: ADOLESCENT/YOUTH TREATMENT (AYT)

There were no compliance deficiencies identified in Section 5: Adolescent/Youth Treatment.

Section 6: FISCAL AUDITING

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

ADVISORY RECOMMENDATION:

AR 6.47:

State County Contract, Exhibit B, A3, Part I, Section 1, H, 3

Pursuant to 45 CFR 96.124 C 1-3 the Contractor shall expend a specified percentage of SAPT Block Grant funds for perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY). The Contractor shall expend that percentage of SAPT Block Grant funds by, either establishing new programs or expanding the capacity of existing programs. In accordance with 45 CFR 96.124 (c)(1-3), the Contractor shall calculate the percentage of funds to be expended for perinatal services, pregnant women, and women with dependent children in the manner described in Exhibit G: County Share of SAPT Block Grant Women Services Expenditure Requirement.

Recommendation: It is recommended the County develop policies and procedures for reporting and expending perinatal funds.

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: EHR.

**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.b:

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.

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

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. A provider no activity (PNA) record shall be submitted for any provider reporting no activity for the month.

Standard: All providers must submit CalOMS Tx data each month. If a provider has no reportable CalOMS Tx activity, the provider must report “No Activity” as defined in the CalOMS Tx Input Data File Instructions and the CalOMS Tx Data Dictionary.

Finding: The County and county-subcontracted providers did not generate a Provider No Activity (PNA) record for months with no reportable CalOMS Tx activity.

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 and county-subcontracted providers did not report monthly CalOMS Tx submission data on beneficiary discharges or annual updates as needed.

CD 10.57.e:

State County Contract, Exhibit A, Attachment I, Part III, G (1), (2)

- 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 the services, submit a monthly DATAR report in an electronic copy format as provided by the State.*
- 2. The Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services and by each subcontracted treatment provider to the State by the 10th of the month following the report activity month.*

Finding: The County and county-subcontracted providers did not submit DATAR reports by the 10th of each month.

Section 11: PRIVACY AND INFORMATION SECURITY

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

COMPLIANCE DEFICIENCIES:

CD 11.63:

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 confidentiality statements be renewed annually for workforce members of county-subcontracted providers.

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 anti-virus software used by county-subcontracted providers does not have automatic updates scheduled at least daily.

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 County does not include a provision on compliance with reporting security incidents or breaches of unsecured PHI within subcontracted provider contracts.

CD 11.75.a:

State County Contract, Exhibit G-1, 7, a,b

a. 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.

Finding: The County does not have a process in place for county-subcontracted providers to report security incidents or breaches of unsecured PHI to the County.

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.*
- b. *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.*
- c. *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 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.