



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



GAVIN NEWSOM
GOVERNOR

August 4, 2020

Sent via e-mail to: csmith@trinitycounty-ca.gov

Connie Cessna Smith, AOD Administrator
Trinity County Behavioral Health Services
1450 Main Street
Weaverville, CA 96093

SUBJECT: Annual County Compliance Unit Report

Dear Administrator Smith:

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

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

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

Trinity County is required to submit a Corrective Action Plan (CAP) addressing each deficiency noted to the Community Services Division (CSD), Community Support Branch (CSB), Policy, Monitoring and Financing Section (PMFS) Analyst by 9/4/2020. Please use enclosed CAP plan form when completing the CAP. CAP and supporting documentation to be e-mailed to the PMFS analyst at SABGcompliance@dhcs.ca.gov.

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

Sincerely,

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

Audits and Investigations Division
Medical Review Branch
Behavioral Health Compliance Section
County Compliance Unit
1500 Capitol Ave., MS 2305
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Distribution:

To: Administrator Smith,

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MCBHDMonitoring@dhcs.ca.gov, County and Provider Monitoring Unit
Sherry Chandler, Trinity County Substance Use Disorder Program Manager

Lead CCU Analyst: Michael Bivians	Date of Review: May 2020
Assisting CCU Analyst(s): N/A	
County: Trinity	County Address: 1450 Main Street Weaverville, CA 96093
County Contact Name/Title: Sherry Chandler / SUD Program Manager	County Phone Number/Email: schandler@trinitycounty-ca.gov 530-623-1840
Report Prepared by: Michael Bivians	Report Approved by: Mayumi Hata

REVIEW SCOPE

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

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

SUMMARY OF SFY 2019-20 COMPLIANCE DEFICIENCIES (CD)

Section:	Number of CD's:
1.0 Administration	4
2.0 SABG Monitoring	2
3.0 Perinatal	1
4.0 Adolescent/Youth Treatment	1
5.0 Primary Prevention	1
6.0 Cultural Competence	0
7.0 CalOMS and DATAR	0
8.0 Privacy and Information Security	1
9.0 Fiscal	1
10.0 Previous CAP	5

CORRECTIVE ACTION PLAN

Pursuant to the State County Contract, Exhibit A, Attachment I A2, Part I, Section 3, B, 5-8 each compliance deficiency (CD) identified must be addressed via a Corrective Action Plan (CAP). The CAP is due within thirty (30) calendar days of the date of this monitoring report.

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

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

The PMFS analyst will monitor progress of the CAP completion.

1.0 ADMINISTRATION

A review of the County's Organizational Chart, subcontracted contracts, and policies and procedures was conducted to ensure compliance with applicable regulations and standards. The following deficiencies in regulations, standards, or protocol requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 1.2:

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

G. Master Provider File (MPF) Documentation Requirements

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

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

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

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

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

CD 1.4:

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

C. Sub-recipient Pre-Award Risk Assessment: Contractor shall comply with the sub-recipient pre-award risk assessment requirements contained in 2 CFR Part 200 Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards. Contractor, grant second-tier sub-recipient (subcontractors) annually prior to making an award. Contractor subcontractor and retain documentation for audit purposes.

Finding: The County did not conduct pre-award risk assessments for SFY 2019-20.

CD 1.7:

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

F. Charitable Choice

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 by October 1st. The annual submission shall contain all substantive information required by DHCS and be formatted in a manner prescribed by DHCS.

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

3. As a subrecipient, the Contractor shall:

b. Comply with federal statutes, regulations, including 45 CFR Part 75, and terms and conditions of the SABG grant.

45 CFR § 87.3 (j)

(j) If a beneficiary or prospective beneficiary of a social service program supported by the HHS awarding agency objects to the religious character of an organization that provides services in the United States under the program, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary to an alternative provider to which the beneficiary has no objection. A referral may be made to another faith-based or religious organization, if the beneficiary has no objection to that provider. But if the beneficiary requests a secular provider, and a secular provider is available, then a referral must be made to that provider. Except for services provided by telephone, internet, or similar means, the referral must be to an alternative provider that is in reasonable geographic proximity to the organization making the referral and that offers services that are similar in substance and quality to those offered by the organization. The alternative provider also must have the capacity to accept additional beneficiaries.

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, 2019.

CD 1.8:

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

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

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

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

Y. Subcontract Provisions

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

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

2.0 SABG MONITORING

The following deficiencies in the SABG monitoring requirements were identified:

COMPLIANCE DEFICIENCIES:

CD 2.9:

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

X. Information Access for Individuals with Limited English Proficiency

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

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

Y. Subcontract Provisions

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

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

CD 2.12:

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

1. Contractor's performance under this Exhibit A, Attachment I, Part I, shall be monitored by DHCS during the term of this Contract.
 - e. Whether the Contractor conducted annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. Contractor shall submit copy of its monitoring and audit reports to DHCS within two weeks of issuance. Reports shall be sent by secure, encrypted email to:

SUDCountyReports@dhcs.ca.gov or

Substance Use Disorder-Program, Policy, and Fiscal Division
Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2627
Sacramento, CA 95899-7413

Finding: The County indicated a total of one (1) SABG monitoring reports were sent to DHCS for SFY 2018-19. The County did not monitor all providers for SABG programmatic and fiscal requirements. The County did monitor Zero (0) of six (6) County and sub-contracted providers for SABG programmatic and fiscal requirements.

3.0 PERINATAL

The following deficiency in Perinatal Services regulations, standards, or protocol requirements was identified:

COMPLIANCE DEFICIENCY:

CD 3.19:

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

1. Performance under the terms of this Exhibit A, Attachment I, Part I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol SABG 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 control requirements set forth below; (ii) monitor for compliance with the written procedures; and (iii) be accountable for audit exceptions taken by DHCS against the Contractor and its subcontractors for any failure to comply with these requirements:
 - g. Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137.

45 C.F.R. § 96.126(e) (1-5)

- (e) The State shall require that any entity that receives funding for treatment services for intravenous drug abuse carry out activities to encourage individuals in need of such treatment to undergo such treatment. The States shall require such entities to use outreach models that are scientifically sound, or if no such models are available which are applicable to the local situation, to use an approach which reasonably can be expected to be an effective outreach method. The model shall require that outreach efforts include the following:
- (1) Selecting, training and supervising outreach workers;
 - (2) Contacting, communicating and following-up with high risk substance abusers, their associates, and neighborhood residents, within the constraints of Federal and State confidentiality requirements, including 42 CFR part 2;
 - (3) Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV;
 - (4) Recommend steps that can be taken to ensure that HIV transmission does not occur; and
 - (5) Encouraging entry into treatment.

Finding: The County did not provide evidence to demonstrate compliance with all required Outreach strategies for targeted populations. The following required elements were missing;

- Selecting, training and supervising outreach workers;
- Contacting, communicating and following-up with high risk substance abusers, their associates, and neighborhood residents, within the constraints of Federal and State confidentiality requirements, including 42 CFR part 2;
- Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV;

- Recommend steps that can be taken to ensure that HIV transmission does not occur;
and
- Encouraging entry into treatment.

4.0 ADOLESCENT/YOUTH TREATMENT (AYT)

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

COMPLIANCE DEFICIENCY:

CD 4.27:

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

Q. Youth Treatment Guidelines

Contractor must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

Youth Treatment Guidelines Section V, C

C. Initial and Continuing Assessment

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. Assessment should be used in the treatment planning of each individual admitted to treatment, and incorporate contextual factors contributed by family/caregiver circumstances.

Finding: The County did not demonstrate the County's assessment process for youth. The County did not provide the assessment tool and the County did not provide the health screening tool.

5.0 PRIMARY PREVENTION

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

COMPLIANCE DEFICIENCY:

CD 5.29:

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

1. Contractors and/or subcontractors receiving SABG Primary Prevention Set-Aside funding shall input planning, service/activity and evaluation data into the service. When submitting data, Contractor shall comply with the PPSDS Data Quality Standards

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

The PPSDS data quality standards require that:

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

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

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8.0 PRIVACY AND INFORMATION SECURITY

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

COMPLIANCE DEFICIENCY:

CD 8.36:

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

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

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

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

4. Security Officer.

Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.

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

10. Designation of Individual Responsible for Security.

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit F-2 and for communicating on security matters with the Department.

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

I. Personnel Controls.

- A. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

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

9.0 FISCAL

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

COMPLIANCE DEFICIENCY:

CD 9.38:

SABG State-County Contract, Exhibit A, Attachment I A2, Part I, Section 2, A

A. Restrictions on Salaries

Contractor agrees that no part of any federal funds provided under this Contract shall be used by the Contractor or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at https://grants.nih.gov/grants/policy/salcap_summary.htm. SABG funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SABG funds (Reference: Terms and Conditions of the SABG award).

Finding: The County did not provide evidence the County is monitoring compliance with regulations regarding SABG funds and the requirements on CEO salary caps.

10.0 PREVIOUS CAP(s)

During the SFY 2019-20 review, the following CAPs with CDs were discussed and are still outstanding.

CD 10.40:

SABG State-County Contract, Exhibit A, Attachment I A2, Part I, Section 3, B, 8

8. If the Contractor does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds until the Contractor is in compliance. DHCS shall inform the Contractor when funds will be withheld.

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

3. As a subrecipient, the Contractor shall:
 - b. Comply with federal statutes, regulations, including 45 CFR Part 75, and terms and conditions of the SABG grant.

45 CFR 75.514(e)

Audit follow-up.

- (e) The auditor must follow-up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee in accordance with § 75.511(b), and report, as a current year audit finding, when the auditor concludes that the summary schedule of prior audit findings materially misrepresents the status of any prior audit finding. The auditor must perform audit follow-up procedures regardless of whether a prior audit finding relates to a major program in the current year.

Finding: The County did not demonstrate compliance with requirements to implement the approved CAP deficiency provision in a timely manner. SFY 2015-16, CD #3; the County did not submit evidence of compliance with the requirements for SABG monitoring during this review.

CD 10.44:

SABG State-County Contract, Exhibit A, Attachment I A2, Part I, Section 3, B, 8

9. If the Contractor does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds until the Contractor is in compliance. DHCS shall inform the Contractor when funds will be withheld.

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

4. As a subrecipient, the Contractor shall:
- c. Comply with federal statutes, regulations, including 45 CFR Part 75, and terms and conditions of the SABG grant.

45 CFR 75.514(e)

Audit follow-up.

- (f) The auditor must follow-up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee in accordance with § 75.511(b), and report, as a current year audit finding, when the auditor concludes that the summary schedule of prior audit findings materially misrepresents the status of any prior audit finding. The auditor must perform audit follow-up procedures regardless of whether a prior audit finding relates to a major program in the current year.

Finding: The County did not demonstrate compliance with requirements to implement the approved CAP deficiency provision in a timely manner. SFY 2016-17, CD 2.20; the County did not submit evidence of compliance with the requirements for SABG monitoring during this review.

CD 10.45:

SABG State-County Contract, Exhibit A, Attachment I A2, Part I, Section 3, B, 8

10. If the Contractor does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds until the Contractor is in compliance. DHCS shall inform the Contractor when funds will be withheld.

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

5. As a subrecipient, the Contractor shall:
- d. Comply with federal statutes, regulations, including 45 CFR Part 75, and terms and conditions of the SABG grant.

45 CFR 75.514(e)

Audit follow-up.

- (g) The auditor must follow-up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee in accordance with § 75.511(b), and report, as a current year audit finding, when the auditor concludes that the summary schedule of prior audit findings materially misrepresents the status of any prior audit finding. The auditor must perform audit follow-up procedures regardless of whether a prior audit finding relates to a major program in the current year.

Finding: The County did not demonstrate compliance with requirements to implement the approved CAP deficiency provision in a timely manner. SFY 2016-17, CD 2.21; the County did not submit evidence of compliance with the requirements for submitting SABG monitoring during this review.

CD 10.55:

SABG State-County Contract, Exhibit A, Attachment I A2, Part I, Section 3, B, 8

11. If the Contractor does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds until the Contractor is in compliance. DHCS shall inform the Contractor when funds will be withheld.

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

6. As a subrecipient, the Contractor shall:

- e. Comply with federal statutes, regulations, including 45 CFR Part 75, and terms and conditions of the SABG grant.

45 CFR 75.514(e)

Audit follow-up.

(h) The auditor must follow-up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee in accordance with § 75.511(b), and report, as a current year audit finding, when the auditor concludes that the summary schedule of prior audit findings materially misrepresents the status of any prior audit finding. The auditor must perform audit follow-up procedures regardless of whether a prior audit finding relates to a major program in the current year.

Finding: The County did not demonstrate compliance with requirements to implement the approved CAP deficiency provision in a timely manner. SFY 2018-19, CD 2.15; the County did not submit evidence of compliance with the requirements for SABG monitoring during this review.

CD 10.57:

SABG State-County Contract, Exhibit A, Attachment I A2, Part I, Section 3, B, 8

12. If the Contractor does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds until the Contractor is in compliance. DHCS shall inform the Contractor when funds will be withheld.

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

7. As a subrecipient, the Contractor shall:

- f. Comply with federal statutes, regulations, including 45 CFR Part 75, and terms and conditions of the SABG grant.

45 CFR 75.514(e)

Audit follow-up.

(i) The auditor must follow-up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee in accordance with § 75.511(b), and report, as a current year audit finding, when the auditor concludes that the summary schedule of prior audit findings materially misrepresents the status of any prior audit finding. The auditor must perform audit follow-up procedures regardless of whether a prior audit finding relates to a major program in the current year.

Finding: The County did not demonstrate compliance with requirements to implement the approved CAP deficiency provision in a timely manner. SFY 2018-19, CD 8.41; the County did not submit evidence of compliance with the requirements for Electronic Signature Agreements during this review.

TECHNICAL ASSISTANCE

DHCS's County Compliance Unit Analyst will make referrals to the DHCS County Liaison for the training and/or technical assistance areas identified below.

CalOMS and DATAR: The County has requested assistance with training for CalOMS-Tx and DATAR.