



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061
(408) 454-4066 FAX: (408) 454-4770
TDD: (408) 454-4123

August 10, 1999

AGENDA: August, 24, 1999

BOARD OF SUPERVISORS
Santa Cruz County
701 Ocean Street
Santa Cruz, CA 95060

RE: NEW STANDARD AGREEMENT FOR THE AIDS DRUG ASSISTANCE PROGRAM (ADAP)

Dear Board Members:

In October 1989 the County of Santa Cruz entered into a Standard Agreement with the State Department of Health Services to operate the AIDS Drug Assistance Program (ADAP). This program provides funding for medications for persons with AIDS who are not eligible for the Medi-Cal Program and whose incomes are within specified limits. Until 1997 the execution of a Standard Agreement was required each year for the County to receive ADAP funds. A Standard Agreement has not been required for the past two years because of program restructuring and new payment arrangements to providers through a pharmacy management contractor. For Fiscal Year 1999-00 the state is making funds available for the first time to offset some of the costs counties incur in operating the program. In order to receive the \$3,767.00 allocation to the County of Santa Cruz for the current fiscal year, a new Standard Agreement is required. A copy of this Standard Agreement is attached.

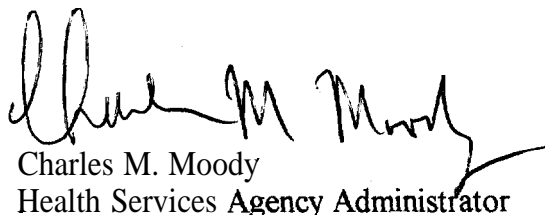
The term of the Standard Agreement is **from** July 1, 1999 through June 30, 2000. The Agreement essentially allows the County to invoice the state on a quarterly basis for costs associated with the enrollment screening process. It does not change the program requirements or the County's current obligations associated with program participation.

Board of Supervisors
August 24, 1999
Page 2

It is, therefore, RECOMMENDED that your Board:

- 1) authorize the Health Service Agency Administrator to sign the Standard Agreement for the **AIDS Drug Program** for the period July 1, 1999 through June 30, 2000; and,
- 2) adopt the attached Resolution Accepting Unanticipated Revenue to help support the operation of the AIDS Drug Assistance Program.

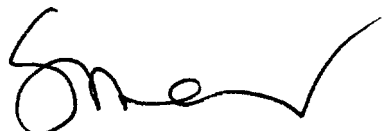
Sincerely,



Charles M. Moody
Health Services Agency Administrator

attach.

RECOMMENDED



Susan Mauriello
County Administrative Officer

cc: County Administrative Officer
County Counsel
Auditor-Controller
Medi-Cruz Administrator

ADAPSA99.doc

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from State of California for AIDS Drug Assistance program; and

WHEREAS, the County is recipient of funds in the amount of \$ 3,767.00 which are either in excess of **those anticipated** or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds may **be** made available for specific appropriation by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$ 3,767.00 into

Department Indigent Services

T/C	Index Number	Revenue Subject Number	Account Name	Amount
001	365001	0668	ST AID-ADAP	3,767.00

and that such funds be and are hereby appropriated as follows:

T/C	Index Number	Expenditure Subject Number	PRJ/UCD	Account Name	Amount
021	365001	3100		REG PAY-PERM	3,767.00

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By [Signature]
Department Head

Date 8/10/99

COUNTY ADMINISTRATIVE OFFICER

Recommended to Board

Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____ 19____ by the following vote (requires three-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

CHAIR OF THE BOARD

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Ralu Garcia

County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

Ronald J. Silva 8/11/99

Auditor-Co&roller

Distribution:
Auditor-Controller
County Council
County Administrative. Officer
Originating Department

COUNTY OF SANTA CRUZ

185

REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Health Services Agency (Dept.)

(Signature) 8/10/99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the Health Services Agency (Agency) and, State of California, Office of AIDS (Name & Address)

2. The agreement will provide funding for administrative costs associated with eligibility determinations for the AIDS Drug Assistance Program.

3. The agreement is needed in order to obtain the allocation of funds being made available to the County of Santa Cruz.

4. Period of the agreement is from July 1, 1999 to June 30, 2000

5. Anticipated cost is \$ -0- 3,767.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: This is a revenue agreement.

7. Appropriations are budgeted in N/A 365001 (Index#) 0668 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. R- Date 8/11/99
GARY A. KNUTSON, Auditor - Controller
By Donald J. Silva Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the to execute the same on behalf of the (Agency).

Remarks: (Analyst) County Administrative Officer By Date 9/11/99

Agreement approved as to form. Date

Distribution: Bd. of Supv. - White Auditor-Controller - Blue County Counsel - Co. Admin. Officer - Conory Auditor-Controller - Pink Originating Dept. - Goldenrod To Orig. Dept. if rejected. ADM - 29 (6/95)

State of California) County of Santa Cruz) ss ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on County Administrative Officer Deputy Clerk

**Standard Agreement for
AIDS Drug Assistance Program**

July 1, 1999 – June 30, 2000
SANTA CRUZ COUNTY

The State of California by and through the Department of Health Services (hereinafter called the Department) and the local health jurisdiction of SANTA CRUZ (hereinafter called the local jurisdiction) in consideration of the covenants, agreements, and stipulations hereinafter expressed or hereby agree as follows:

Article I

1. The funds allocated pursuant to this Agreement are solely for costs associated with the administration of the AIDS Drug Assistance Program (ADAP) enrollment screening process provided by the local jurisdiction and/or its subcontractors. Any costs billed under this Agreement that are determined to fall outside the purview of this Agreement (i.e., are not directly related to the provision of ADAP enrollment services) will not be **reimbursable** under this Agreement.
2. The **term** of this Agreement is for the period July 1, 1999 through June 30, 2000.
3. The maximum allocation to the local jurisdiction for the term of this Agreement shall not exceed **\$3,767.00**.

Article II

1. The AIDS Drug Assistance Program Guidelines, (May 1999) and any subsequent revisions, along with all instructions, policy memorandums or directives issued by the Department and/or the statewide ADAP pharmacy benefit management contractor, shall be adhered to in implementing and administering the AIDS Drug Assistance Program by local jurisdictions. Any changes and/or additions to these guidelines will be made in writing by the Department, and notification of such changes shall be made 30 days prior to implementation.
2. The local jurisdiction agrees to notify the statewide ADAP pharmacy benefit management contractor of the addition of any new ADAP enrollment sites operating in the local jurisdiction, and/or the deletion of any existing ADAP enrollment sites. Additionally, the local jurisdiction understands and agrees that all ADAP enrollment/eligibility workers must be **certified** through and receiving training from the statewide ADAP pharmacy benefit management contractor prior to enrolling clients in ADAP or within 90 days of beginning enrollment services. Enrollment sites and enrollment/eligibility workers providing ADAP enrollment services in local county jails are included under this requirement. All eligibility workers must be identified and have individual ADAP identification numbers. Enrollment of ADAP clients must be linked to the individual identification numbers, i.e., to the specific eligibility worker performing the service.

- 3. The maximum amount payable under this Agreement as specified in paragraph 2 of Article I shall be subject to the conditions specified in paragraphs 4 and 5 of Article III set forth herein. The Department reserves the sole right to amend this Agreement to make the adjustments specified in paragraph 8 of Article III.
- 4. The local jurisdiction must submit **quarterly** invoices in the format of Exhibit A, "AIDS Drug Assistance Program Invoice", consisting of one page and made a part hereof by this reference. **This invoice shall be received by the Department no later than 30 calendar days after the last day of each quarter.**

FIRST QUARTER: July 1, 1999 – September 30, 1999
 INVOICE DUE DATE: October 31, 1999

SECOND QUARTER: October 1, 1999 – December 31, 1999
 INVOICE DUE DATE: January 31, 2000

THIRD QUARTER: January 1, 2000 – March 31, 1999
 INVOICE DUE DATE: April 30, 2000

FOURTH QUARTER: April 1, 2000 – June 30, 2000
 INVOICE DUE DATE: July 31, 2000

Payment may be denied at the sole discretion of the State, for invoices which are received later than 30 calendar days after the last day of each quarter.

Supplemental invoices submitted by the local jurisdiction for any quarterly reporting period shall be limited to **no more than one (1) per reporting period** and **require prior authorization from the Department.**

- 5. If there were no ADAP enrollments or **recertifications** processed in the local jurisdiction during a quarter, the invoice submitted for that quarter must show a zero balance and no reimbursement will be allowed for that quarter. Quarterly ADAP enrollment data received from the statewide ADAP contractor will be used to determine the number of ADAP **enrollments/recertifications** for each local jurisdiction during each quarter.
- 6. All invoices and other official communications shall be mailed to:

Department of Health Services
 Office of AIDS
 AIDS Drug Assistance Program
 P.O. Box 942732
 Sacramento, CA 94234-7320

7. The local jurisdiction and/or its subcontractor(s) agree to maintain necessary program records documenting the administrative costs submitted for reimbursement. Records shall be maintained for at **least** three (3) years from the ending date of this Agreement, or until the termination of all state and federal audits, whichever is later.
8. The local jurisdiction and/or its subcontractor(s) agree to provide access during normal working hours to authorized representatives of the Department and of other State and Federal agencies to all records, files, and documentation related to this Agreement, subject to applicable state and federal laws concerning confidentiality.
9. The local jurisdiction shall be liable for all federal and state funds allocated under this Agreement, including but not limited to, any audit exceptions that may arise. The Department shall recover any funds not expended in accordance with this Agreement. Recovery of funds may be accomplished by withholding payments to the local jurisdiction, or upon written notification from the State. The local jurisdiction shall submit repayment within 30 days of receipt of that notification.
10. If it appears the local jurisdiction will not expend the entire amount of its allocation under this Agreement, the State may redistribute any projected unexpended **funds** of the local jurisdiction's allocation to other local jurisdictions. The Department shall notify the local jurisdiction in writing 30 days prior to any changes in the local jurisdiction's allocation.
11. The local jurisdiction agrees to abide by all applicable laws regarding confidentiality when working with persons who apply for and or receive eligibility under this program.
12. The local jurisdiction agrees to the provisions as stated in the attached Exhibit B, entitled "Nondiscrimination Clause." The local jurisdiction and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or sexual orientation. Exhibit B, consisting of one page is incorporated and made a part hereof by this reference.

Article III

1. The Department shall authorize payment in arrears up to the maximum allocation of this Agreement upon the execution of this Agreement.
2. Upon receipt of the quarterly ADAP invoice, the Department will reimburse the local jurisdiction for administrative costs associated with the provision of ADAP enrollment services in the local jurisdiction, not to exceed the maximum amount reimbursable under this Agreement. Reimbursements to the local jurisdictions will be contingent upon receipt of the completed AIDS Drug Assistance Program Invoice within the required timeframe.

- 3. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Federal or State funds for the mutual benefits of both parties in order to avoid program delays which would occur if the contract were executed after that determination. This Agreement is valid and enforceable only to the extent that **sufficient** funds are made available to the State by the United States Government and/or by the State, for the purposes of this program. If sufficient federal and/or state funds are not made available pursuant to the Agreement, this Agreement shall be invalid and of no further force and effect. In this event, the State shall have no liability to pay any state funds whatsoever to the local jurisdiction, or furnish any other considerations under this Agreement and the local jurisdiction shall not thereafter be obligated to perform any duties of this Agreement.
- 4. This Agreement is subject to any additional restrictions, limitations or conditions enacted by the Congress or the State legislature which may affect the provisions, terms or funding of this Agreement in any manner.
- 5. The terms of this Agreement may be modified in writing upon mutual consent of both parties.
- 6. This Agreement may be terminated at any time without cause by either party by giving 30 days prior written notice to the other. Notification shall state the effective date of the termination.
- 7. Notice of the termination by the local jurisdiction shall be followed within 30 days by a final report and a final claim for reimbursement, or repayment of funds disbursed but not expended.
- 8. The Department may make an adjustment to the allocation to increase the amount of the payments over the local jurisdiction's maximum allocation if more funds become available. The Department may also make adjustments to decrease the allocation if it is determined that the local jurisdiction will not expend its full maximum allocation.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

State of California

Local Jurisdiction

Signature _____

S i g n a t u r e _____

Title Chief, ADAP Section

Title _____

Office of AIDS

Date _____

Date _____

AIDS DRUG ASSISTANCE PROGRAM (ADAP) INVOICE FORM

Name of Local Health Jurisdiction: _____

Address: _____

INVOICE FOR THE QUARTER INDICATED BELOW:

[1	First quarter: July 1, 1999 – September 30, 1999	DUE DATE: October 31, 1999
[1	Second quarter: October 1, 1999 – December 31, 1999	DUE DATE: January 31, 2000
[1	Third quarter: January 1, 2000 -March 31, 1999	DUE DATE: April 30, 2000
[1	Fourth quarter: April 1, 2000 – June 30, 2000	DUE DATE: July 31, 2000

EXPENDITURE CATEGORIES

Expenses This Period

PERSONNEL – (Monies paid for ADAP Coordinator position at County Health Department or positions at ADAP enrollment sites) \$ _____

SUBCONTRACT(S) – (Monies paid to ADAP enrollment sites for successfully completed ADAP enrollments or recertifications) \$ _____

OTHER – (Please describe): _____ \$ _____

TOTAL AMOUNT OF INVOICE \$ _____
 =====

Report prepared by: _____

(Telephone)

I hereby certify that the above services have been provided in accordance with the terms of the ADAP Standard Agreement.

 Signature of a Duly Authorized Health Jurisdiction Official

 Date

*This form must be submitted with original signatures.
 Copies should be retained/or the local health jurisdiction's records.*

-STATE OFFICE OF AIDS USE ONLY--

NONDISCRIMINATION CLAUSE AND REQUIREMENTS

- a. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free **from** such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et. Seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.
- b. Contractor shall include the nondiscrimination and compliance provisions of paragraph (a) in all subcontracts to perform work under the contract.
- c. The Contractor will not discriminate in the provision of services against any **person** with protected status as provided by state and federal law and described in paragraph (a).
- d. For the purpose of this contract, distinctions made on the basis of a person's protected status as noted in paragraph (a) include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time or place **from** that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his or her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he or she satisfied any admission, enrollment, quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.
- e. The Contractor will take **affirmative** action to ensure that intended beneficiaries are provided services without regard to their protected status as noted in paragraph (a).
- f. The Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of a person's protected status as noted in paragraph (a) will be resolved by the State through the Department of Health Services' Affirmative Action/Discrimination Complaint Process.
- g. The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which service participants are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.
- h. The Contractor shall operate the program or activity in such a manner that it is readily accessible to and usable by mentally or physically handicapped persons pursuant to 45 Code of Federal Regulations, Parts 84, Sections 84.21 and 84.22
- i. The Contractor shall keep records, submit required compliance reports, and permit state access to records in order that the State can determine compliance with the nondiscrimination requirements pursuant to 45 Code of Federal Regulations, Parts 80, 84, and 90, Sections 80.6, 84.61, and 90.42.