The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

SUBJECT: Acceptance of the Standard Agreement for AIDS Drug Assistance Program for Public Health Department, Office of AIDS Administration

RECOMMENDATION:

1. Approve the attached Standard Agreement between Alameda County, Public Health Department and with the California Department of Public Health (CDPH) AIDS Drug Assistance Program (ADAP) in the amount of $43,846 for the period July 1, 2008 through June 30, 2009, and

2. Approve and authorize the President to sign in original signature six (6) copies of the Standard Agreement with the CDPH, and

3. Approve and authorize the Auditor-Controller to increase the appropriation and revenue in the amount of $5,817 in Organizations 350900, Fund 22405 as outlined in the Financial Recommendation.

SUMMARY/DISCUSSION/FINDINGS:

The Public Health Department has received a Standard Agreement from CDPH, AIDS Drug Assistance Program Unit in the amount of $43,846 for the period July 1, 2008 through June 30, 2009 to support the ADAP program. In accepting this funding, the County agrees to fund 1) the development of ADAP client recruitment advertisement/outreach materials that may include specific local ADAP contact information, and 2) a portion of the salary of the ADAP Coordinator to carry out the requirements of this agreement on behalf of the local jurisdiction and to act as the primary contact for the CDPH and ADAP Pharmacy Benefits Management Contractor. The ADAP Coordinator will provide administrative support and guidance to approximately 30 ADAP Enrollment Workers at 12 ADAP sites in the County.

In FY 07-08, the Enrollment Workers provided enrollment screening and re-certification processes for approximately 1,462 unduplicated HIV positive clients who had approximately
35,958 prescriptions filled. By enrolling in the program, clients have access to free HIV medications that cost about $6,000 per year. In addition, about 294 new HIV positive and 916 continuing clients were enrolled/re-certified in the program. During the enrollment process, clients are screened based on criteria such as: at least 18 years of age, proof of HIV status/financial resources, valid prescription and California residency. The CDPH awarded this grant to the County based on FY 2007-08 data.

FINANCING:

The funding for this contract is included in the FY 2008-09 adopted budget; however, budgetary adjustments are necessary to align the County budget with the funding. There is no change in the net County cost.

Very truly yours,

David J. Kears, Director
Health Care Services Agency

DJK:mms

cc: Auditor Controller
    County Counsel

AIDS Drug Assistance Program
350900-PHG08HA0800
FINANCIAL RECOMMENDATION

AGENDA DATE: 11/18/2008

Subject of Board Letter: Acceptance of Standard Agreement for ADAP for Public Health
Department, Office of AIDS Administration.

BY: 2009 FUND: 22405

The use of Designations, as follows:

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The increase (decrease) in anticipated revenue, as follows:

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ORG TOTAL: $5,817

GRAND TOTAL ANTICIPATED REVENUE: $5,817

The increase (decrease) in appropriations, as follows:

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ORG TOTAL: $5,817

GRAND TOTAL APPROPRIATION: $5,817
October 7, 2008

Anthony Iton, M.D., J.D., M.P.H.
Health Officer
Alameda County
1000 Broadway, Room 5000
Oakland, CA 94607

Dear Dr. Iton:

Enclosed is the California Department of Public Health, Office of AIDS (OA), AIDS Drug Assistance Program (ADAP), and Standard Agreement (SA) with your local health jurisdiction (LHJ)/community-based organization (CBO) for fiscal year (FY) 2008-09. It is important that you review this agreement in its entirety since there have been changes.

The administrative allocation for your LHJ will be $43,846. The allocation amount was determined by a formula based on the number of ADAP clients enrolled in each LHJ during calendar year 2007. The allocation is to be used solely for costs associated with the administration of ADAP enrollment screening/recertification process provided by LHJ and/or their subcontractors.

Please sign, date, and return the original and one copy of SA to:

Maria Lindquist
ADAP Unit
Office of AIDS
California Department of Public Health
MS 7700 (REQUIRED)
P.O. Box 997426
Sacramento, CA 95899-7426

The fully executed SA must be in place prior to the submission of invoices for payment. If the SA is not returned, the funds may be redistributed among participating LHJs/CBOs.
Included with the SA are the following documents:

- **Exhibit A**: Administrative Costs Reimbursement Information Form for FY 2008-09 *(dated July 2008)* to be completed only if your LHJ is changing enrollment services to a new CBO or currently has a CBO providing services and is changing enrollment services through the county public health department.

- **Exhibit B**: ADAP Invoice Form *(dated July 2008)*. Each LHJ/CBO will be required to submit quarterly invoices to ADAP. If no clients are enrolled during a quarter, there will be no reimbursement allowed for that quarter. Each invoice must be received by OA no later than 30 days after the end of the quarter. Payment may be denied for invoices received later than 30 calendar days after the last day of each quarter. Each LHJ has the autonomy to allocate these administrative funds to accommodate their particular ADAP enrollment/eligibility screening process, however, they must assure OA ADAP that the funds are being used for expenses directly related to the enrollment/recertification of clients in ADAP. It is not necessary to return invoices for zero dollars.

- **Exhibit C**: Nondiscrimination Clause and Requirements.

- **Exhibit D**: Health Insurance Portability and Accountability Act Business Associate Addendum *(dated 01-07)*.

If you have any questions or need further information, please call one of the following State Coordinators: Cynthia Aguayo at (916) 319-9616; Vicki Chapman at (916) 449-5945; Kelly Cleveland at (916) 449-5949; or Maria Lindquist at (916) 319-9623.

Sincerely,

Thérèse Ploof, Chief  
ADAP Section  
Office of AIDS

Enclosures

cc: See Next Page
cc:  Mr. Thomas Mosmiller  
ADAP Coordinator  
Alameda County  
1970 Broadway, Suite 1130  
Alameda, CA 94612  

Mr. Steve Berk, Chief  
ADAP Unit  
Office of AIDS  
California Department of Public Health  
MS 7700  
P.O. Box 997426  
Sacramento, CA 95899-7426  

State Coordinator  
ADAP Unit  
Office of AIDS  
California Department of Public Health  
MS 7700  
P.O. Box 997426  
Sacramento, CA 95899-7426
Standard Agreement
AIDS Drug Assistance Program

July 1, 2008 – June 30, 2009
Alameda County

The State of California by and through the California Department of Public Health (hereinafter called the Department) and the local health jurisdiction or its designated Community Based Organization of Alameda County (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 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. Some examples of acceptable and billable ADAP administrative costs incurred by the local jurisdiction are as follows:

- Reimbursement to local jurisdiction for performing ADAP program enrollment or annual recertification services; or
- Reimbursement by the local jurisdiction to its subcontractors for performing ADAP program enrollment or annual recertification services (at a rate to be determined by the local jurisdiction); or
- ADAP coordinator’s salary (or a portion thereof); or
- Internet access for ADAP enrollment workers to allow for submission of ADAP applications or re-certifications to the pharmacy benefits management (PBM) contractor via the Internet; or
- Development of ADAP client recruitment advertisement/outreach materials including specific local ADAP contact information.

If the local jurisdiction is uncertain of an acceptable and billable ADAP administrative activity, the local jurisdiction should seek written approval of the proposed activity from the Department.

This is particularly important should you wish to purchase any equipment using ADAP administrative funds. Any purchase of equipment such as computers, printers, filing cabinets, etc., requires prior written approval since it is considered to be the property of the Department. Since these purchases require prior written approval they must be procured, inventoried, tagged, and disposed of in accordance with prescribed administrative procedures.
2. The term of this Agreement is for the period July 1, 2008 through June 30, 2009.

3. The maximum allocation to the local jurisdiction for the term of this Agreement shall not exceed $43,846.

Article II

1. The AIDS Drug Assistance Program Eligibility Guidelines, (revised March 2005) and any subsequent revisions, along with all instructions, policy memorandums or directives issued by the Department and/or the statewide ADAP contractor shall be adhered to in implementing and administering the ADAP by local jurisdictions. Any changes and/or additions to these guidelines will be made in writing by the Department and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

2. It is the intent of the Department to have the local jurisdiction coordinate and ensure high quality, accessible ADAP enrollment and eligibility recertification services in its area. Each local jurisdiction can determine how best to accomplish this intent.

2a. The local jurisdiction agrees to designate an ADAP coordinator to carry out the requirements of this agreement on behalf of the local jurisdiction and to act as the primary contact for the Department and the ADAP PBM contractor. The ADAP coordinator will be responsible for reporting and disseminating ADAP related information between the Department and the ADAP PBM contractor to enrollment site contacts (and enrollment workers) maintaining coverage for sites to meet enrollment and eligibility recertification needs, assisting the Department with enrollment site visits, and ensuring enrollment sites are in compliance with ADAP guidelines and policies.

2b. Staffing constraints restrict the Office of AIDS (OA) from comprehensive monitoring of ADAP enrollment sites. Therefore, a freeze on adding new ADAP enrollment sites is in place. If an ADAP coordinator believes that a new enrollment site is necessary to replace a site that is no longer providing ADAP enrollment services, or to serve an underserved population in the local jurisdiction, the coordinator must contact the OA ADAP state coordinator to discuss the proposed new site. Approval of any new ADAP enrollment sites must be in writing from OA. The local jurisdiction coordinator agrees to notify the Department and ADAP PBM contractor of the deletion of any existing ADAP enrollment sites within 24 hours of such change.
2c. Additionally, the local jurisdiction agrees that all ADAP enrollment/eligibility workers must be certified through, and have received training from the ADAP PBM contractor prior to enrolling clients in ADAP. All enrollment/eligibility workers must be identified by site specific individual ADAP enrollment worker identification numbers. Enrollment of ADAP clients must be linked to that individual identification number. Enrollment workers are deemed active and eligible to process ADAP enrollment applications on a yearly basis. In order to continue in this role, enrollment workers must attend an enrollment training workshop at least once annually. Failure to comply will result in enrollment worker deactivation. Enrollment sites and enrollment/eligibility workers providing ADAP enrollment services in local county jails are included under this requirement.

2d. ADAP Coordinators must notify the Department regarding any changes in their assignment immediately upon changing their status. In addition, the ADAP coordinator must report any changes in enrollment/eligibility worker status to the ADAP PBM contractor within 24 hours of such change. Enrollment/eligibility workers no longer performing ADAP enrollment/recertification activities or those who have been terminated must be removed from the ADAP enrollment/eligibility worker database to ensure the confidentiality of that database. The ADAP PBM contractor will notify enrollment site contacts of the required method of reporting changes. The ADAP PBM contractor will send a quarterly report form to the ADAP coordinator to verify enrollment/eligibility worker status and identify changes, including periodic follow up calls, for verification.

2e. The local jurisdiction agrees that enrollment sites should be limited to community-based organizations, clinics, medical providers and case management services. For-profit pharmacy providers are not eligible to participate as enrollment sites. No ADAP eligibility worker(s) can be employed by nor receive any financial compensation, including gifts or any type of incentive, from an ADAP participating pharmacy. This requirement is to avoid any appearance of conflict of interest and to ensure ADAP clients have clear access to the pharmacy of their choice.

2f. The Department reserves the right to add new ADAP enrollment sites to ensure equitable and easy client access to ADAP services. The ADAP Coordinator in the appropriate local jurisdiction will be notified by either the Department or the ADAP PBM contractor of any new ADAP enrollment sites in their jurisdiction. The local jurisdiction is encouraged to reimburse enrollment sites for their ADAP enrollment/eligibility recertification activities. Whenever possible, the
Department and ADAP coordinator will confer in advance when new ADAP sites are to be added by the Department.

3. The maximum amount payable under this Agreement as specified in item 3 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 10 of Article II.

4. The local jurisdiction must submit quarterly invoices in the format of Exhibit B, "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 sooner than the end of the quarter, and no later than 45 calendar days after the last day of each quarter.

   FIRST QUARTER: July 1, 2008 – September 30, 2008
   NO LATER THAN: November 15, 2008

   SECOND QUARTER: October 1, 2008 – December 31, 2008
   NO LATER THAN: February 15, 2009

   THIRD QUARTER: January 1, 2009 – March 31, 2009
   NO LATER THAN: May 15, 2009

   FOURTH QUARTER: April 1, 2009 – June 30, 2009
   NO LATER THAN: August 15, 2009

   Payment may be denied at the sole discretion of the State, for invoices that are received later than 45 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 written 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. ADAP enrollment data received from the statewide ADAP PBM 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:

   California Department of Public Health
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 and protected health information 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 C, entitled, "Nondiscrimination Clause and Requirements." 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 C, consisting of one page is incorporated and made a part hereof by this reference.

13. The local jurisdiction agrees to the provisions as stated in the attached Exhibit D, entitled, "HIPAA Business Associate Addendum" and agrees
to ensure enrollment sites adhere to policies and procedures for the appropriate administrative, physical and technical safeguards of protected health information as established by this agreement.

**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 signed Standard Agreement and a completed ADAP 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 that 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 have 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.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

State of California

Signature_________________

Stephen Berk

Title Chief, ADAP Unit

Office of AIDS

Date_________________

Local Jurisdiction

Signature_________________

Title_________________

Date_________________

Approved as to Form

RICHARD E. WINNIE, County Counsel

By ____________________