

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: COMMUNITY HEALTH AGENCY

SUBMITTAL DATE:
09/05/2003

SUBJECT: AIDS DRUG ASSISTANCE PROGRAM (ADAP) STANDARD AGREEMENT

RECOMMENDED MOTION: Approve and authorize the Community Health Agency Director to sign the Standard Agreement between Riverside County's Medically Indigent Services Program (MISP) and the Department of Health Services - Office of AIDS and any resulting subsequent agreements unless the agreement requires a change to the Ordinance 440 or the budget.

BACKGROUND: The Medically Indigent Services Program (MISP) provides enrollment screening/recertification services for the Aids Drug Assistance Program (ADAP). This agreement allows MISP to receive a reimbursement allocation from the Department of Health Services - Office of AIDS for the administration of the enrollment screening/recertification process. Enrollment in this program by HIV positive patients allows the cost of their medications to be covered by the AIDS Drug Assistance Program.

Departmental Concurrence

FORM APPROVED
COUNTY COUNSEL

SEP 08 2003

BY *[Signature]*

[Signature]
Douglas Bagley, Director
Riverside County Regional Medical Center

[Signature]
Gary Feldman, MD, Director
Riverside County Community Health Agency

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 39,406	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	03/04

SOURCE OF FUNDS: California Department of Health Services Office of AIDS	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

[Signature]

Consent
 Policy

 Consent
 Policy

 Dept't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.:

District:

Agenda Number:

3.83

**Standard Agreement for
AIDS Drug Assistance Program**

July 1, 2003, – June 30, 2004
Riverside County

The State of California by and through the Department of Health Services (hereinafter called the Department) and the local health jurisdiction of **Riverside 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 (a portion thereof or full salary); or
- Computers and/or Internet access for ADAP enrollment workers to allow for submission of ADAP applications or recertifications to the Pharmacy Benefits Manager (PBM) via the Internet; or
- Development of ADAP client recruitment advertisement/outreach materials. (However, any recruitment material should include information about ADAP, and provide ADAP contact information, etc.)

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

2. The term of this Agreement is for the period July 1, 2003 through June 30, 2004.
3. The maximum allocation to the local jurisdiction for the term of this Agreement shall not exceed **\$39,406.00**.

Article II

1. The AIDS Drug Assistance Program Eligibility Guidelines, (July, 2002) and any subsequent revisions, along with all instructions, policy memorandums or directives issued by the Department and/or the statewide ADAP pharmacy benefit management (PBM) 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 complete and accurate ADAP enrollment and eligibility recertification in its area. Each local jurisdiction can determine how best to accomplish this intent.
 - 2a. The local jurisdiction agrees to notify the statewide PBM contractor and the Office of AIDS, ADAP of the addition of any new ADAP enrollment sites operating in the local jurisdiction, and/or the deletion of any existing ADAP enrollment sites.
 - 2b. Additionally, the local jurisdiction agrees that all ADAP enrollment/eligibility workers must be certified through, and have received training from, the statewide PBM 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 enrollment/eligibility workers must attend an annual refresher training from the statewide PBM contractor and receive certification from such training in order to continue conducting ADAP enrollment functions.
 - 2c. 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.
 - 2d. Any changes in eligibility worker status must be reported to the PBM within 24 hours of such change. Enrollment workers who are no longer doing ADAP enrollment or who have been terminated must be removed from the ADAP enrollment/eligibility worker database to ensure the confidentiality of that database.
 - 2e. 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 PBM of any new ADAP enrollment sites in their jurisdiction. The local jurisdiction is not required 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 paragraph 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 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 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, 2003 – September 30, 2003
INVOICE DUE DATE: November 15, 2003

SECOND QUARTER: October 1, 2003 – December 31, 2003
INVOICE DUE DATE: February 15, 2004

THIRD QUARTER: January 1, 2004 – March 31, 2004
INVOICE DUE DATE: May 15, 2004

FOURTH QUARTER: April 1, 2004 – June 30, 2004
INVOICE DUE DATE: August 15, 2004

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. 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
1616 Capitol Avenue, Suite 616
Sacramento, CA 95814**

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 current ADAP guidelines and 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.
13. The local jurisdiction agrees to the provisions as stated in the attached Exhibit C, entitled "**HIPPA Business Associate Addendum.**"

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 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 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

Local Jurisdiction

Signature _____

Signature _____

Title Chief, ADAP Section

Title _____

Office of AIDS

Date _____

Date _____

FORM APPROVED
COUNTY COUNSEL

SEP 08 2003

BY *[Signature]*

HIPAA Business Associate Addendum**1. Recitals**

- A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").
- B. DHS wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI").
- C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- D. Under this Agreement, Contractor is the Business Associate of DHS and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHS and uses or discloses PHI.
- E. DHS and Business Associate desire to protect the privacy and provide for the security of PHI disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.
- F. The purpose of the Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.
- G. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

2. Permitted Uses and Disclosures of PHI by Business Associate.

- A. *Permitted Uses and Disclosures.* Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHS.
- B. *Specific Use and Disclosure Provisions.* Except as otherwise indicated in this Addendum, Business Associate may:
 - (1) *Use and disclose for management and administration.* Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the

person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

- (2) *Provision of Data Aggregation Services.* Use PHI to provide data aggregation services to DHS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHS.

3. Responsibilities of Business Associate.

Business Associate agrees:

- A. *Nondisclosure.* To not use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. *Safeguards.* To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information, including electronic PHI, that it creates, receives, maintains or transmits on behalf of DHS; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities; Business Associate will provide DHS with information concerning such safeguards as DHS may reasonably request from time to time.
- C. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.
- D. *Reporting of Improper Disclosures.* To report to DHS within twenty-four (24) hours during a work week, of discovery by Business Associate that PHI has been used or disclosed other than as provided for by this Agreement and this Addendum.
- E. *Business Associate's Agents.* To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of DHS, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI; and to incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents or subcontractors.
- F. *Availability of Information to DHS and Individuals.* To provide access as DHS may require, and in the time and manner designated by DHS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHS (or, as directed by DHS), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for DHS that includes medical and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHS health plans; or those records used to make decisions about individuals on behalf of DHS.
- G. *Amendment of PHI.* To make any amendment(s) to PHI that DHS directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by DHS.

- H. *Internal Practices.* To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHS, or created or received by Business Associate on behalf of DHS, available to DHS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHS or by the Secretary, for purposes of determining DHS's compliance with the HIPAA regulations.
- I. *Documentation of Disclosures.* To document and make available to DHS or (at the direction of DHS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- J. *Notification of Breach.* During the term of this Agreement, to notify DHS within twenty-four (24) hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Business Associate shall investigate such breach, or unauthorized use or disclosure of PHI, and provide a written report of the investigation to the DHS Privacy Officer within fifteen (15) working days of the discovery of the breach or unauthorized use at:

Privacy Officer
C/o Office of Legal Services
California Department of Health Services
P.O. Box 942732
Sacramento, CA 94234-7320

- K. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Addendum by employees who assist in the performance of functions or activities on behalf of DHS under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Addendum, including termination of employment.

4. Obligations of DHS.

DHS agrees to:

- A. *Notice of Privacy Practices.* Provide Business Associate with the Notice of Privacy Practices that DHS produces in accordance with 45 CFR 164.520, as well as any changes to such notice. Visit this Internet address to view the most current Notice of Privacy Practices:
<http://www.dhs.ca.gov/hipaa>.
- B. *Permission by Individuals for Use and Disclosure of PHI.* Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. *Notification of Restrictions.* Notify the Business Associate of any restriction to the use or disclosure of PHI that DHS has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.* Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHS.

5. Audits, Inspection and Enforcement.

From time to time, DHS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHS Privacy Officer in writing. The fact that DHS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHS's:

- (a) Failure to detect or
- (b) Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices

constitute acceptance of such practice or a waiver of DHS's enforcement rights under this Agreement and this Addendum.

6. Termination.

A. *Termination for Cause.* Upon DHS's knowledge of a material breach of this Addendum by Business Associate, DHS shall either:

- (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHS;
- (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or
- (3) If neither cure nor termination are feasible, the DHS Privacy Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. *Judicial or Administrative Proceedings.* DHS may terminate this Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate has been joined.

C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHS (or created or received by Business Associate on behalf of DHS) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

7. Miscellaneous Provisions.

A. *Disclaimer.* DHS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from

unauthorized use or disclosure.¹³ Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Amendment.* The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHS's request, Business Associate agrees to promptly enter into negotiations with DHS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. DHS may terminate this Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHS pursuant to this Section or (ii) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *Assistance in Litigation or Administrative Proceedings.* Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHS at no cost to DHS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. *No Third-Party Beneficiaries.* Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.* The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. *Regulatory References.* A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.* The respective rights and obligations of Business Associate under Section 6.C of this Addendum shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

**AIDS DRUG ASSISTANCE PROGRAM (ADAP)
2003-04 ADMINISTRATIVE COSTS REIMBURSEMENT INFORMATION FORM**
(It is not necessary to complete/return this form if there are no changes)

Name of Local Health Jurisdiction (LHJ)/Community Based Organization (CBO): _____

Person Completing Form: _____

Name: _____ Title: _____ Telephone: _____

Please check the applicable box below:

Option 1: *OA will enter into a Standard Agreement with our LHJ. We will begin/continue* providing ADAP enrollment services through the county public health department. Contact information listed below:
 []

County Public Health Department: _____
Address: _____
Phone Number: _____
ADAP Coordinator/Contact Person: _____

Option 2: Direct OA to enter into a Standard Agreement with the CBO listed below. *If new/changing must attach letter from new CBO* indicating their willingness to provide ADAP administrative/enrollment services in our LHJ. Contact information listed below:
 []

New CBO: _____
CBO: _____
Address: _____
Phone Number: _____
ADAP Coordinator/Contact Person: _____

Option 3: OA will enter into a Standard Agreement with our LHJ. We will sub-contract with a CBO to administer local ADAP services. We will identify CBO prior to signing the Standard Agreement.
 []

Option 4: We elect not to receive these funds at this time.
 []

FORM APPROVED
COUNTY COUNSEL

SEP 08 2003

BY 

Signature of Designated Official

Title

Date

Please fax this form to:
Trish Salveson at
(916) 449-5959
no later than September 15, 2003.

Mail the original form to:
Department of Health Services
Office of AIDS
1616 Capitol Avenue, Suite 616
Sacramento, CA 95814
Attention: Trish Salveson

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.