

**NEWARK ELIGIBLE METROPOLITAN AREA (EMA)
HIV HEALTH SERVICES PLANNING
COUNCIL**



**ASSESSMENT OF THE RYAN WHITE PART A
ADMINISTRATIVE MECHANISM IN THE
NEWARK EMA**

FY'2013

(March 1, 2013 – February 28, 2014)

October 2013

NEWARK EMA HIV HEALTH SERVICES PLANNING COUNCIL
ASSESSMENT OF THE ADMINISTRATIVE MECHANISM
FY'2013

TABLE OF CONTENTS

I.	INTRODUCTION	1
A.	PURPOSE	1
B.	METHODOLOGY	1
C.	GENERAL FINDINGS.....	2
D.	LIST OF ABBREVIATIONS.....	2
II.	GRANTEE SURVEY	3
A.	RFP PROCESS AND SELECTION OF PROVIDERS.....	3
B.	PLACEMENT OF CONTRACTS.....	5
C.	SERVICE PROVIDER REIMBURSEMENT	7
D.	GRANTEE SITE VISIT AND TECHNICAL ASSISTANCE	9
E.	CHAMP (Comprehensive HIV/AIDS Management Program).....	11
F.	PROCUREMENT/ALLOCATION REPORT (COMPARED TO PLANNING COUNCIL PERCENTAGES)	11
G.	MINORITY AIDS INITIATIVE (MAI).....	12
H.	CONDITIONS OF AWARD.....	14
III.	FINDINGS AND RECOMMENDATIONS FROM THE PLANNING COUNCIL	16
	ATTACHMENT A: PRE-NOTIFICATION OF SITE VISIT	17
	ATTACHMENT B: SITE VISIT PROTOCOL	18
	ATTACHMENT C: SAMPLE SITE VISIT REPORT	19
	ATTACHMENT D: FY'2012 FINAL SPENDING REPORT	20
	ATTACHMENT E: FY'2013 ALLOCATION REPORT	21
	ATTACHMENT F: RYAN WHITE/EIRC RESOURCE DIRECTORY	22
	ATTACHMENT G: FY'2013 CONTRACT MAP	22
	ATTACHMENT H: FY'2013 RW AGREEMENT (PROVIDERS)	22
	ATTACHMENT I: FY'2013 RW AGREEMENT (VENDORS)	22

List of Tables

Table 1:	FY'2012 Minority AIDS Initiative Funding	13
Table 2:	Grantee Report on Conditions of Award	14

ASSESSMENT OF THE RYAN WHITE PART A ADMINISTRATIVE MECHANISM IN THE NEWARK EMA

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I. INTRODUCTION

A. PURPOSE

The purpose of the Assessment of the Ryan White Part A Administrative Mechanism in the Newark EMA for FY'2013 is to fulfill the federal mandate of the Ryan White HIV/AIDS Part A program. This mandate was initially set forth in the Ryan White CARE Act, as amended, and has been incorporated into the Ryan White HIV/AIDS Treatment Modernization Act (RWTMA) of 2006 and the Ryan White HIV/AIDS Treatment Extension Act (RWTEA) of 2009. This requirement was summarized in the HRSA/HAB Ryan White HIV/AIDS Program Part A Manual:

“Assessment of the Administrative Mechanism and Effectiveness of Services

Section 2602(b)(4)(E) of the PHS Act requires planning councils to “assess the efficiency of the administrative mechanism in rapidly allocating funds to the areas of greatest need within the eligible area, and at the discretion of the planning council, assess the effectiveness, either directly or through contractual arrangements, of the services offered in meeting the identified needs.”¹

Planning councils are required to complete the assessment annually. It has been the practice of the Newark EMA HIV Health Services Planning Council to complete one full assessment followed by two annual updates. The full assessment includes surveys of both the grantee and all providers, and the updates survey only the grantee. The Council completed a full assessment in 2011. This 2013 report is an update to the 2011 full assessment.

B. METHODOLOGY

The assessment was completed by the Planning Council through its Research and Evaluation Committee (REC). The committee reviewed and updated the assessment tool used in 2012 for the Grantee to reflect current agency responsibilities. The Committee prepared final survey instruments. The Grantee Survey was computer fillable in Microsoft Word.

On July 10, 2013 the Council e-mailed the 2013 Grantee Survey to the City of Newark Department of Child and Family Well-Being's Ryan White Unit Project Director/Grants Manager) and the Union County Human Services Sub-grantee/Grants Manager, with a completion date of July 26, 2013.

The Council compiled results from the Grantee/Sub-grantee as shown in this report. The Council reviewed results and has made recommendations to the grantee.

¹ Health Resources and Services Administration (HRSA). HIV/AIDS Bureau. Ryan White HIV/AIDS Program Part A Manual. 2013. Section X: Planning Council Operations, p.98. <http://hab.hrsa.gov/manageyourgrant/manuals.html>

I. INTRODUCTION

C. GENERAL FINDINGS

The grantee section evidenced continued implementation of new processes related to the RFP, contracting and reimbursement in response to the FY'2012 survey. Both RWU and Union County Sub-grantee noted delays in contract execution due to municipal revisions that affected certain providers.

The RWU grantee referenced delays in provider reimbursement due to HRSA's partial award notifications. Union County Sub-grantee referenced minor delays in provider reimbursement due to unscheduled staff outages and provider error in submitted reports.

Both RWU and Union County Sub-grantee noted changes in the monitoring procedures, RWU with a new monthly monitoring tool and Union County with adjustments in the monitoring sample size. The recent CHAMP upgrade included modifications to ensure that CHAMP data content, collection and reporting is in line with the National Monitoring Standards, the Ryan White Service Report (RSR) and quality management efforts.

The grantee's response to the new section regarding planning council recommendations provided a detailed description of the three phases in the contract cycle as well as providing a visual contract map for FY'2013.

D. LIST OF ABBREVIATIONS

The following abbreviations and acronyms are used in this report.

CQM	Clinical Quality Management
EIRC	Early Intervention and Retention Collaborative
EFA	Emergency Financial Assistance
EFT	Electronic Funds Transfer
EMA	Eligible Metropolitan Area
HRSA	Health Resources and Services Administration
LGBTQ	Lesbian, Gay, Bisexual, Transgender, and Questioning
MSM	Men who have sex with men
NEMA	Newark Eligible Metropolitan Area
NOA	Notice of Award
PC	Planning Council
PO	Purchase Order
PSRA	Priority Setting and Resource Allocation
RFP	Request For Proposals
RW	Ryan White
RWU	Ryan White Unit
TA	Technical Assistance
UC	Union County
UOB	Unobligated Balance

II. GRANTEE SURVEY

A. RFP PROCESS AND SELECTION OF PROVIDERS

1. In the last fiscal year (FY'2012), what work was undertaken by the Grantee to encourage new providers to apply for Ryan White Part A funds?

City of Newark

The Grantee continues to advertise the Newark EMA's Request for Proposals (RFP) in the Star Ledger (which covers the entire EMA), as well as other newspapers in the service area: Courier News (Union), Daily Record (Morris), NJ Herald (Sussex), Express Times (Warren) and the City of Newark's website.

Union County

The Union County Grantee has not taken any aggressive measures to seek or encourage new providers to apply for Part A funds. No interested applicant has been discouraged from applying for Part A funds.

Currently the UC continuum of care funded Part A funds is able to meet most of the needs of its target population. If any gaps in care or barriers preventing access to care are identified by the UC provider network they are addressed accordingly.

2. How many proposals were received for the current fiscal year (FY'2013)? Of these proposals how many were awarded contracts for Ryan White Part A funds?

City of Newark

A total of 44 applications were submitted this grant year. One applicant (Essex County) was disqualified because they did not attend the mandatory Technical Assistance Meeting. A total of 43 proposals were accepted and received RW funding for FY2013.

Union County

Eleven (11) proposals to provide services in UC (Union County) were received by the City of Newark's RW office. All of the proposals were awarded contracts to provide Part A funded services.

3. Please describe the process used to review proposals requesting FY'2013 Ryan White Part A funds; including the external review panel (including a demographic description of peer reviewers, number of peer reviewers, where they are from geographically, professional background and HIV status), criteria used to assess proposals and how peer reviewers' comments are considered in the final determinations.

City of Newark

External Review Process

Applications are subjected to an External Peer Review process in order to eliminate conflict of interest and assure a fair process is held. Peer reviewers are chosen from a large pool of medical and public health providers, administrators and professionals serving the state of New Jersey, but with no direct relationship/affiliation with current and potential Ryan White providers. All peer reviewers are required to submit a Conflict of Interest/Disclosure Form. Members of the 2013 panel (total of 18) were from New York and New Jersey (9 women, 6 men, 80% black, 10% white, 5% Hispanic, 5% MSM).

Each proposal is assigned to two peer reviewers, who must complete an evaluation packet for each of their assigned proposals, outlining areas of strength and weakness. The evaluation packet allows for scoring of each

section of the proposal and an overall performance score. A two to three day conference is held at the Grantee's office. All reviewers must attend and present their findings in a panel-like discussion. The average of the two scores from each reviewer is the "External Score" for the proposal.

Internal Review Process

Each proposal is assigned to a program monitor (in the Grantee's office) who must complete an evaluation packet for each of their assigned proposals and also outline areas of strength and weakness. Continuing applicants are reviewed by their program monitor for the current grant year. In addition to the proposal, the program monitor completes an evaluation of the current performance for each continuing applicant, taking into account program accomplishments, fiscal diligence and adherence to reporting requirements. The Program Monitor score represents the "Internal Score" for the proposal.

Allocation Process

The average of the Internal and External Scores represents the Overall Score for the proposal. Scores are used to determine the distribution of dollars on a service provider level. Service category allocations are made in accordance with the guidance set forth by the Planning Council in the fiscal year's Priority Setting Report.

Union County

All applications for Part A funding are submitted to the City of Newark RW office. Please refer to the City of Newark Grantee's response.

In addition to the peer review process, the UC Grantee reads and reviews every UC RW application based on the established criteria in the RFP, the same criteria the peer reviewers are required to use.

4. Did the selection process this year identify new providers?

City of Newark

There were no new providers (applicants nor recipients) this grant period. One provider who attended the Technical Assistance Meeting opted out of the application process after determining they did not have the capacity to meet program requirements

Union County

No new Union County providers applied for Part A funding.

5. Did the selection process address the needs of underserved/un-served communities (please respond in reference to each of the following groups as well as any other communities considered hard-to-reach: Mentally Ill, Substance abuse, gay/lesbian/transgender people, youth, older adults and Latinos)? If so, How?

City of Newark

Despite the challenges and complexities of the Newark EMA epidemic, FY12 client level data on utilization of Part A medical care by race/ethnicity, gender, age, exposure category, and geography indicates that no populations are underrepresented in our continuum of care. As part of the application process, providers must be able to describe their experience and success in working with hard to reach populations, bringing them into care, keeping them in care and achieving viral load suppression.

Also, the Newark EMA has made access to health care a top priority through implementation of the Core Services Model in FY2002. Since then Part A providers have been encouraged to develop programs that offer one-stop shopping options, inclusive of key core services like Primary Medical Care, Medical Case Management, Substance Abuse Treatment and Mental Health Counseling.

Union County

Union County has a very well established Mental Health and Substance Abuse continuum of care that is funded by numerous non-Part A sources of funding.

Part A funds in UC are used to provide a multitude of services that target the mentally ill, substance using, Latino, LGBTQ, and older populations in UC. Though the current continuum of care and provider base has remained the same for the past several years, this continuum, though vastly reduced in the number of providers, has been carefully selected. All agencies are required to exhibit evidence of cultural diversity/sensitivity training for staff and to maintain policies enforcing cultural awareness.

Two community based organizations funded with Part A funds provide mental health and/or substance abuse services in addition to support services. This pairing of core services with support services in a CBO setting provides a unique opportunity to access non-traditional consumers of Part A services.

One of the primary medical sites offers support groups during clinic hours in addition to traditional medical care, mental health and substance abuse services. The MSM support group has been very successful in keeping people in care. UC funds a methadone outpatient detox and management program in conjunction with intensive outpatient substance abuse counseling and has a non-medical case manager on staff. One of the housing programs on the western end of UC experiences an "older" population of consumers of Part A services.

Though small in comparison to our continuum of years past, the long standing Part A providers in UC are strategically placed throughout the county and provide specialized services to our hard to reach populations. Through years of decreased funding, level funding (still a decrease due to increased costs) the UC grantee and former grantee have taken great care in keeping the continuum of care in UC focused on hard to reach populations. Tough decisions have been made over the years; excellent provider agencies have been defunded, numerous community partners have slowly disappeared, but every effort has been made to keep the UC continuum intact.

B. PLACEMENT OF CONTRACTS

6. On what date did the Newark EMA receive its award from the federal government for FY'2013 funding?

A partial award (\$5,329,803) was received on February 25th. The balance of award (\$7,396,358) was received 3 months later, on June 24th. The total FY13 award was (\$12,726,121), a 10% reduction from FY2012. The cut included 7% sequestration, 1% transfer of funds to ADAP and a 2% adjustment from the Hold Harmless provision.

Union County received its notice of award from the City of Newark on March 12, 2013.

7. On what date were award letters sent to funded agencies for FY'2013?

Newark

Partial awards (March – June) were issued on March 8th. Full award letters were issued on July 8th (average turn-around time of 2 weeks). The extended turn-around time was due to the severity of the FY'13 cut, It required greater planning efforts on the part of the Grantee to distribute funding without disrupting services, while remaining within the parameters set forth by the Priority Setting and Resource Allocation (PSRA) guidance.

Union County

Pre-notification of awards were sent out on March 13, 2013. Award letters were sent out April 15th after the RW Freeholder resolution was adopted.

8. Total number of contracts placed in FY'2013:

	Newark	Union
8.1 Number of contracts in place on/before March 1, 2013:	0	0
8.2 Number of contracts in place on/before April 1, 2013:	0	0
8.3 Number of contracts in place on/before May 1, 2013:	0	0
8.4 Number of contracts in place on/before June 1, 2013:	0	0
8.5 Number of contracts in place on/before July 1, 2013:	0	0
8.6 Number of contracts in place on/before August 1, 2013:	14	5
8.7 Number of contracts in place on/before September 1, 2013:	23	10
8.8 Number of contracts in place on/before October 1, 2013:	0	0
Contracts outstanding as of October 1, 2013	3	1
Total Contracts	26	16

9. On what date were all contracts with funded agencies fully executed?

City of Newark

Every effort is made to deliver sub-recipient agreements for adoption within the first 120 days of receipt of the NOA (notice of award). In some cases, providers are unable or slow to submit all required legal and program documents required for contracting. This delay in submitting all required documents accounts for the majority of contract delays. However this fiscal year, there were several extenuating factors that created delays in the contracting process. Adjusting for these circumstances, 88% (23 of 26 contracts) were fully executed on/before September 1, 2013. Further explanation below.

Union County

There is one contract that was mailed to the agency for signatures on July 12th and has not been returned. The initial delay in mailing the contract was due to collecting the required contract documents and the agency changing names during this process. As of September 16th, this contract is currently at the agency's legal department for review.

(9.1) List/describe any obstacles contributing to the delay in executing provider contracts.

City of Newark

Partial Awards- Legislative and contractual documents must be modified to reflect partial grant awards. Revisions must be approved by the Law Department, the Administration Department and the City Clerk's Office. It also requires each step in the allocation and contract process to be repeated twice.

Contract Negotiations- In order to ensure full compliance with the National Monitoring Standards and other program guidance, the Grants Manager required each Program Monitor to hold formal contract negotiation meetings with each grant recipient. Standardizing the negotiation phase was designed to ensure that all communications, change requests and directives were consistent with all providers regardless of standing. Contract negotiations were scheduled during the weeks of April 8th and April 15th. Unfortunately many had to be rescheduled because the Grantee was pulled away unexpectedly for jury duty. The Grantee's jury duty service was for three straight weeks (March 29 – April 12) and disrupted the contract negotiation cycle and delayed completion.

The Dissolution of UMDNJ- Effective July 1, 2013, the University of Medicine & Dentistry of New Jersey (UMDNJ) was dissolved and the majority of its schools were acquired by Rutgers University. This change in administration

required the reassignment of all UMDNJ awards (total of 6) to Rutgers, and documentation of the transfer of authority on all legal and contractual documents.

Failure to comply with Requirements- The Additional Broad Endorsement ensures that recipient's general liability insurance coverage includes the City of Newark as an "additional insured". Agency #1 has failed to submit proof of this coverage which is delaying execution of the contract. Also, each Provider must show proof of their Non-Profit status. Agency #2 has acquired a 501C3 under a separate business name than what was used to apply for funds. This discrepancy must be resolved by the recipient before the contract can be processed. When excluding the UMDNJ programs (6) and those who failed to comply with all reporting requirements (2), the total number of contracts executed is 23 of 26= 88%.

Union County

Union County contracts were delayed in being executed due to a revised insurance requirement instituted by County Counsel. The County's risk assessment revealed the need to create a more thorough screening of insurance coverage from vendors and to create minimums for coverage.

The RW contracts were the first County contracts required to adhere to the new insurance requirements. For numerous reasons the insurance requirements created delays i.e. vendor contact not reading requirements and submitting incorrect proof of coverage, vendors not understanding the requirements and requesting incorrect or incomplete proofs of coverage.

10. Please comment on the content of the contracts this year in comparison to last year, for example were any new HRSA policies/guidelines or Planning Council directives/specifications/standards etc. included?

Newark

Contract Agreement templates for FY2013 are attached (attachments A1 & A2). The format and structure of the agreement was modified but the terms and conditions remained the same this fiscal year. In accordance with the NMS, a threshold was added to the service category Emergency Financial Assistance, limiting services to:

- \$3,000.00 per individual/household annually
- Three encounters per individual/household annually
- Three months of unpaid utility charges per encounter

EFA payments that exceed these limits must have written approval from the Grantee.

Union County

Each year the service definitions are updated. This year the vendors received updated NEMA PC standards of care with their contract and references to the revised standards were updated. Each signatory was given a copy of the HRSA RW program monitoring standards. In addition to handing out the standards the specific requirements and expectations for each of the service provider's funded service categories were reviewed.

C. SERVICE PROVIDER REIMBURSEMENT

11. What procedures, documents and policies are used to guide the payment of invoices/reimbursements?

City of Newark

Service Providers must input service into CHAMP within 5 days of service delivery. Program/Fiscal reports must be submitted to the Grantee's office by the 15th of the following month and reviewed by the assigned Program Monitor within a week. Upon notification, our Grant Accountant completes a final review of the monthly reports, requests a Purchase Order for the approved reimbursement amount. Once the PO is signed by the Provider, it is attached to a payment package and submitted to our Finance Dept. A check is cut or an EFT payment is processed

normally within 10 business days.

Union County

Agencies send in a CHAMP report and a Union County voucher for payment by the 15th of each month. The RW program manager prints out a current CHAMP report and verifies the accuracy of the voucher and CHAMP report. The voucher is signed by the RW program manager and the RW accountant liaison, department director, and finance director. Once all signatures are received the RW grant coordinator copies the voucher for the City of Newark's records and reimbursement, then the original is sent to accounts payable for payment. From start to finish an accurately submitted voucher for reimbursement can be paid within two weeks of receipt by the RW program coordinator.

12. Over the past year, what has been the average amount of time between submission of an accurate invoice/end-of-month report from service providers and the grantees (City of Newark or Union County) issuance of a reimbursement check?

City of Newark

The average wait time for payment once an accurate invoice/report is received is 3-4 weeks. The City of Newark has vastly improved its payment process by upgrading its payment management system and implementing policies to streamline the payment review process. Sub-recipients may not have had the opportunity to fully experience these changes. Contracts must be fully executed before payments can be submitted for reimbursement. As such, initial payments were not rendered until early July, but they covered the March through June grant period).

Union County

The average time, this past year, it takes to issue a reimbursement check after the submission of an accurate invoice has been 2 ½ weeks.

(12.1) List/describe any obstacles contributing to the delay in reimbursement to providers.

City of Newark

Sub-recipients may not have had the opportunity to fully experience the faster payment cycle. Contracts must be fully executed before payments can be submitted for reimbursement. As such, and due to the 4 month contract cycle, initial payments were not rendered until early July (for March through June). July payments and thereafter were stalled due to HRSA's partial award notifications. Each time a Notice of Award is received, the Grantee must receive approval through the City's legislative process, to accept funds.

Union County

On the county side of reimbursement, minor delays can be due to staff personal time. Minor because finance staff always have coverage but the occasional delay in getting a signature due to an unscheduled sick day or emergency vacation day is not unheard of.

On the agency side of reimbursement, delays can be due to missing signatures, inaccurate information on voucher, questionable charges, or miscalculations.

D. GRANTEE SITE VISIT AND TECHNICAL ASSISTANCE

- 13. In the last fiscal year (FY'2012), how many programmatic site visits did each service provider receive (please give range and average)?**

City of Newark

The average number of programmatic site visits is two per provider, with a range of one to three site visits per provider.

Union County

Last year every agency funded with Part A funds by the County of Union, received a comprehensive site visit by the program manager.

- 14. In the last fiscal year (FY'2012), how many fiscal site visits did each service provider receive (please give range and average)?**

City of Newark

The average number of fiscal site visits is one per provider, with a range of one to two site fiscal visits per provider.

Union County

Last year every agency funded with Part A funds by the County of Union, received a comprehensive site visit by the program manager. This site visit included a comprehensive fiscal monitoring conducted by the program manager.

- 15. Describe a typical site visit (please attach the written protocol used during visits).**

City of Newark

- Internal desk audit of year to date reports and CHAMP
- Pre-notification of Site Visit to the program- See attachment B-1 & B-2.
- Meet with the Administrators of the program
- Tour of the program site with Program Director (or his/her designee)
- Interview Consumers (2-3)
- Interview Staff (front line staff and program coordinators)
- Chart Reviews (minimum of 50 charts or 100% of charts, whichever's less)
- Closing and wrap-up with Administrators
- Site Visits Report (shared with the provider)

Union County

Depending on the agency's unduplicated client count a sample of client charts are randomly selected for review. The following method for determining the number of charts is a HRSA mandated monitoring standard: 1-50 -100%, 51-100 – 20%, 101-999 – 10%. This year the UC program manager conducted one comprehensive site visit as required by HRSA. The sampling of client charts can be divided across multiple visits, the standard above is comprehensive. An agency with 46 clients is not required to have all 46 client charts reviewed every visit if biannual or quarterly visits are conducted.

Project staff that are present are interviewed by the monitor (questions are on monitoring tool), and requested information and charts are presented to the monitor. Monitoring consists of a chart audit (tool attached) and the matching of billable units in CHAMP to a note in the respective chart. A sample of payroll records and actual expenditures is matched to the RW budget that was submitted and approved for each agency. If possible, the monitor interviews 1-3 clients (see tool).

Any deficiencies are addressed on site. The monitor attempts to discover the reason for any deficiencies i.e. staff

error, poorly trained staff, oversight, or if there are any extenuating circumstances not found in chart notes.

16. What changes are being made to monitor service providers in response to the HRSA National Monitoring Standards? Please list and describe the changes.

City of Newark

A Monthly Monitoring Tool was developed this year to ensure comprehensive monitoring of service providers throughout the grant period. The monitoring tool incorporates the review steps for monthly invoices, quality management indicators, client management and satisfaction, and CHAMP reporting. The tool will also be used to set agenda topics for monthly conference calls, technical assistance issues and corrective actions. The Monthly Monitoring Report Tool will be used to supplement other monitoring activities (desk audits, site visits, etc.) and to assist Program Monitoring staff in their compliance with the National Monitoring Standards.

Union County

A major change in monitoring is the sample size. Smaller agencies are required to provide 2-3 times as many charts for review as in previous years. More attention is focused on service category specific requirements mandated by HRSA. The focus of monitoring has always been quality of care and continuing quality management. With the HRSA monitoring standards being implemented agencies experience a more comprehensive assessment of their program and a more thorough assessment of their adherence to all the HRSA standards.

17. What measures are taken to ensure that service providers act on recommendations offered during the monitoring visit (e.g. additional site visits, requests for reports, funding reductions, etc)?

City of Newark

Site visit and Technical Assistance reports will require that the agency submit a Corrective Action Plan if a deficiency or issues have been identified by the monitor. The Monthly Monitoring Tool also includes a Corrective Action Tracking Form to ensure all plans completed. Corrective action plans are assigned an implementation deadline, at which point a re-assessment of the corrective action is made via a follow-up meeting or site visit, which is also documented in a report and shared with the provider.

Union County

As stated before the monitor provides onsite technical assistance and tries to address any deficiencies. The monitor follows up on these recommendations by reviewing information in CHAMP, contacting agency's program director for a post monitoring interview, or if necessary additional site visits. Additional site visits are only required if there are major deficiencies that impact quality of care or fiscal mismanagement.

18. In addition to the monitoring, what other technical assistance is provided?

City of Newark

Open communication between monitor and service provider is strongly encouraged. To emphasize this, the program monitoring team conducts bi- monthly conference calls with each provider to address any technical, programmatic or fiscal issues that arise during the course of the grant year. Monitors are directed to review monthly reports and conduct CHAMP desk audits, in order to gather as much information as possible and to ensure all areas of concern are addressed.

Union County

The Union County program manager holds a monthly provider meeting on the first Tuesday of each month. This meeting is an open forum to discuss any issues, concerns, or basic information sharing. The program manager uses these meeting to provide any important updates and to keep the network of providers connected.

The program manager is also available by phone, email, and has an open door policy. CHAMP reports are reviewed monthly and if any discrepancies or issues are found, the program manager reaches out to the agency to

find out what is going on.

The Newark Grantee's office conducts an annual all RW part A provider technical assistance to discuss program updates. This annual TA has been very productive and is a great resource for providers.

E. CHAMP (Comprehensive HIV/AIDS Management Program)

19. What objectives (including program improvements) do you have for CHAMP for the current fiscal year (FY'2013)?

City of Newark

The most recent CHAMP Upgrade was released on July 10, 2013. They included a number of tweaks and added requirements to ensure that CHAMP data content, collection and reporting is in line with the National Monitoring Standards, the Ryan White Service Report (RSR) and quality management efforts. See attached CHAMP Notice (attachment C) regarding the July 10th release.

Based on the recently released Core Common Indicators for HIV (released by HHS), the Grantee is working with CHAMP to collect data on housing stability and instability in the EMA. Additional reporting options are being added to assess housing status regardless of type (apartment or home, institution, etc.).

Union County

The Union County program manager serves on the CQM committee and is a co-chair of the CHAMP user meeting. The specifics of objectives for CHAMP in FY13 will be addressed by the Grantee's office.

20. What is the status of these objectives as of July 31, 2013?

City of Newark

The majority of planned objectives were released in mid-July. The required data elements for measuring Housing Status should be complete by the end of September.

Union County

See Grantee's office response (and the response above, 19).

F. PROCUREMENT/ALLOCATION REPORT (IN COMPARISON TO PC PERCENTAGES)

21. What percent of the overall award (for FY'2012) was used for grantee support, Planning Council support, CHAMP, medical case management, and case management services (non-medical)?

Approximately 13.5% of FY12's award (\$1,909,432.15) was used for Grantee support, Planning Council, Quality Management (including CHAMP) and Medical Case Management Training.

Category	Cost	Percent
Grantee Administrative Costs	\$635,658.51	4.5%
Program Support	\$245,371.50	1.7%
Planning Council	\$384,602.14	2.7%
Quality Management	\$541,839.02	3.6%
MCM & CM Training	\$101,960.98	1%
Total	\$1,909,432.15	13.5%

22. What percent of formulary funds were unexpended at the end of FY'2012?

City of Newark

All formulary funds were expended at the end of FY'2012.

Union County

100% of Union County's formulary funds were expended representing a 0% of unexpended funds for FY'2012

(22a) What percent of supplemental funds were unexpended at the end of FY'2012?

City of Newark

The balance in supplemental funds (\$108.73) is the pocket change left behind from a multitude of program line-item accounts. The finance system does not allow payments of less than \$1.00.

Union County

0% of Union County's supplemental funds were unexpended in FY'2012.

(22b) What were the reasons?

City of Newark

The UOB of \$108.73 is a negligible balance. Virtually all FY2012 funding was utilized during the grant period.

Union County

Not applicable, as Union County had no unexpended funds at the end of FY'2012.

23. Please provide the final Spending Report for FY'2012.

See **Attachment D** for FY'2012 Final Spending Report.

24. Please provide Allocation Report for FY'2013.

See **Attachment E** for FY'2013 Allocation Report.

25. Please provide a list of all Part A funded service providers in the Newark EMA (with a contact name, address and phone number) as well as the categories of services for which each is contracted.

See **Attachment F**, the Ryan White/EIRC Resource Directory.

G. MINORITY AIDS INITIATIVE (MAI)

26. Please provide the Planning Council with the following information about the Minority AIDS Initiative (MAI) funds: total MAI funds received by the Grantee; service categories in which the MAI funds were allocated; the amount of funding allocated in each service category; the target ethnic group of each program.

City of Newark

Blacks and Hispanics account for 35% of the EMA's population, but more than 87% of the HIV epidemic. As such, MAI funding is used to create new or expanded service options for Blacks and Hispanics, in response to the

disproportionate impact of the disease and according to the distribution plan provided below.

Union County

Union County received \$50,000 of MAI funds. These funds were used to provide HIV related lab testing under the Primary Medical Care service category. The target group for these funds was Blacks and the Hispanic, Latino populations of UC.

Table 1: FY'2012 Minority AIDS Initiative (MAI) Funding

Services	Allocated	Spent	Target Population
Primary Medical Care Services	\$1,014,346.00	\$1,024,334.80	Blacks & Hispanics
Medical Case Management	\$37,742.00	\$42,400.26	Blacks & Hispanics
Mental Health	\$20,001.00	\$20,001.00	Blacks & Hispanics
Oral Health	\$62,650.00	\$62,538.20	Blacks & Hispanics
Substance Abuse	\$22,717.00	\$9,063.74	Blacks & Hispanics
Medical Transportation	\$82,000.00	\$82,000.00	Blacks & Hispanics
Quality Management	\$15,000.00	\$15,000.00	
Administrative Costs	\$59,277.00	\$58,392.00	
TOTAL	\$1,313,733.00	\$1,313,733.00	

27. Please provide a list of the organizations in receipt of MAI funds.

The following organizations received MAI funding in FY'2012.

1. Newark Community Health Center	2. Rutgers Infectious Disease Practice (Formerly UMDNJ HIV Clinic)
3. DCFWB Special Care Clinic	4. La Casa de Don Pedro
5. AIDS Resource Foundation for Children	6. Trinitas Regional Medical Center (Early Intervention Program – EIP)
7. Morristown Memorial Hospital	8. Zufall Health Center

H. CONDITIONS OF AWARD

28. Please state whether or not the following reports have been submitted. Also, insert date of presentation on this information to the Planning Council. Please feel free to comment on the content of the report as appropriate.

Table 2: Grantee Report on Conditions of Award

DATE OF GRANTEE REPORT	CONTENT OF REPORT
March 26, 2013	FY'2012 Ryan White Services Report (RSR) to HRSA or HRSA contractor.
May 29, 2012	Revised budget and narrative justification for administration, including Planning Council Support and program support based on actual FY'2012 funding level.
July 29, 2013	FY'2012 Annual Progress Report. (NOTE: FY'2013 Annual Progress Report due July 30, 2014)
July 30, 2013	<ul style="list-style-type: none"> FY'2012 final Financial Status Report(FSR)
June 28, 2013	<ul style="list-style-type: none"> FY'2012 Expenditure Rate (as documented in the final FY'2012 FSR)
September 20, 2013	<ul style="list-style-type: none"> Budgeted allocation of FY'2013 Part A funds by service category, letter of endorsement by Planning Council and revised FY'2013 Implementation Plan
August 20, 2013	<ul style="list-style-type: none"> Report on Minority AIDS Initiative for FY'2013
September 20, 2013	<ul style="list-style-type: none"> Categorical budget for each grant-funded contract, Contract Review Certifications and Attachment E, other sources of funds for FY2013.

I. PLANNING COUNCIL RECOMMENDATIONS

29. Please provide your response to the following four recommendations made by the Planning Council in the FY'2012 Assessment:

(29a) All forms required for the contracting process must be made available on the website, including fringe sheet.

City of Newark

As of FY2013, the fringe benefit worksheet template was made available on the website along with all other required forms.

(29b) Develop a comprehensive checklist of all documents needed – for providers and vendors.

City of Newark

The comprehensive checklist has always been included in the RFP. The grantee reviewed all guidance forms to ensure that provider and vendor application and contract requirements are clear and distinct.

(29c) Explain the reason for two waves of contracts approval and the certification process.

City of Newark

There are actually three primary phases in the contract cycle. Upon receipt of a grant award, the Grantee must submit a resolution to the Municipal Council requesting authorization to apply for and accept funding. Concurrently, the Office of Management & Budget (OMB) submits a resolution to insert the budget into the City's financial records. Upon adoption of both resolutions (Phase 1), the Grantee can proceed with contracting. In order for a contract to be executed, the Grantee must submit a resolution to the Municipal Council requesting authorization to enter into a contract with the recipient. Once the resolution is adopted (Phase 2), the contract can be submitted for execution (Phase 3). The execution phase includes a legal review of all contract documents to ensure compliance with local, state and federal laws.

- (29d) In the FY'2013 Assessment, the Grantee will be asked to provide a standard step-by-step process for contracting and execution so that the Planning Council will have a better understanding of the process. (Please insert below or provide in a separately attached document)

City of Newark

See attachment G.

III. FINDINGS AND RECOMMENDATIONS FROM THE PLANNING COUNCIL

A. FINDINGS

The grantee section evidenced continued implementation of new processes related to the RFP, contracting and reimbursement in response to the FY'2012 survey. Both RWU and Union County Sub-grantee noted delays in contract execution due to municipal revisions that affected certain providers.

The RWU grantee referenced delays in provider reimbursement due to HRSA's partial award notifications. Union County Sub-grantee referenced minor delays in provider reimbursement due to unscheduled staff outages and provider error in submitted reports.

Both RWU and Union County Sub-grantee noted changes in the monitoring procedures, RWU with a new monthly monitoring tool and Union County with adjustments in the monitoring sample size. The recent CHAMP upgrade included modifications to ensure that CHAMP data content, collection and reporting is in line with the National Monitoring Standards, the Ryan White Service Report (RSR) and quality management efforts.

The grantee's response to the new section regarding planning council recommendations provided a detailed description of the three phases in the contract cycle as well as providing a visual contract map for FY'2013.

B. RECOMMENDATIONS FROM THE PLANNING COUNCIL

The Planning Council has reviewed the results of this Assessment and has made the following recommendations to the Grantee.

1. The Planning Council acknowledges Attachment G: FY'2013 contract map and the proposal to streamline the contract review process. This plan is supported and the PC wants the grantee to continue to find ways to improve the contracting process for funded agencies. That includes shortening the amount of time in the process, as well as providing notification and clarity on any modifications made to the required documents that need to be submitted by funded agencies after the application has been submitted.
2. The Planning Council wants to continually encourage providers to submit contracting documents timely in order to reduce delays in the process.

ATTACHMENT A: PRE-NOTIFICATION OF SITE VISIT

Date

Executive Director Name

Program Name

Address

City, State, Zip Code

Dear *Mr. X*:

The Ryan White Unit of the City of Newark has scheduled a Part A Quality Assessment visit with your program for *(date)* at *(time)*.

In addition to yourself, I am requesting the presence of all grant-funded personnel. To prevent the interruption of services, staff will not be required to stay for the duration of the visit.

Please review the site visit agenda. These time frames are flexible to accommodate staff and client interviews. Call me to discuss any necessary changes. Upon completion of this visit, a report will be forwarded to you for review and comments.

QUALITY ASSESSMENT VISIT AGENDA

- | | |
|------------------------|---|
| 10:00 – 11:00am | Meet with the Administrator(s), Program Director(s)
Discussion will center on Fiscal, Programmatic, and CHAMP issues |
| 11:00 – 11:15am | Tour of the Facility |
| 11:15– 11:45am | Interview Staff: All grant funded personnel should be available. |
| 11:45 – 12:15pm | Client interviews (if possible) |
| 12:15 – 2:30pm | Chart review: (20) open cases/clients and (5) closed cases/clients |
| 2:30 – 3:00pm | Closing and wrap-up with Administrators and Program Director |

Sincerely,

Program Monitor Name/Title

Division of Health Planning

cc: *Name, Manager/ Division of Health Planning/Ryan White Unit*

ATTACHMENT B: SITE VISIT PROTOCOL

**NEWARK EMA
DIVISION OF HEALTH PLANNING/ DCFWB**

RYAN WHITE SITE VISIT GUIDE

Program Monitoring Schedule

Preliminary Site Visit	March - May
Quality Assessment Site Visit 1	June - August **upon contract execution
Quality Assessment Site Visit 2	September - December
Final Program/Fiscal Assessment Visit	January - March
CHAMP Monitoring/Assessment (in-house)	Daily, weekly or as needed
Technical Assistance Visit	As needed
Documentation of Site Visits, Meetings, etc.	All visits and meetings are documented via a report or letter. Site Visit reports are generated and filed within two weeks of the completed quality assessment/fiscal visit. Corrective action plans and other grant related correspondence is also kept on file in the Grantee office.

**NEWARK EMA
DIVISION OF HEALTH PLANNING/ DCFWB**

RYAN WHITE SITE VISIT GUIDE

- **Standard Quality Assessment Visit**

Meeting with the Administrators Review and discussion of contract goals and objectives, new initiatives, former corrective actions, program achievements, etc. with key administrators and staff.

Tour of the Facility Walk-through of the facility, including waiting/lobby area, treatment and counseling rooms, etc.

Staff Interviews One-on-one discussion with key personnel to assess knowledge of Ryan White guidelines and contract requirements and to review service delivery methods, issues and/or concerns. Feedback is also solicited.

Consumer Interviews One-on-one discussion with at least three Ryan White clients of the program to assess accessibility, appropriateness, effectiveness and satisfaction with services received from the provider. Feedback is also solicited.

Chart Reviews A sample-size of client charts, representing 2% of the program's unduplicated count (minimum of 10 and maximum of 50 charts) is reviewed for appropriate documentation of the clients HIV/AIDS status, assessment of needs, appropriate referrals, and consistency in care and treatment which meets or exceeds the standards of care established by PHS guidelines.

Closing and Wrap-up with Administrators Brief discussion of preliminary findings and opportunity for questions and answers.

ATTACHMENT C: SAMPLE SITE VISIT REPORT

Date

Executive Director Name

Program Name

Address

City, State, Zip

RE: Ryan White Part A Emergency Relief Grant Program

Contract Amount: \$ XXXX.XX

Contract Period: March 1, XXXX through February 28/29, XXXX.

Dear *Mr./Ms. X*:

A Part A Quality Assessment Site Visit was conducted with your Ryan White program on (*date*). Subsequently, a site visit report (dated XXXX) was forwarded to you, which highlighted some areas in need of improvement. We have reviewed your response to the report and as per the plan you submitted on (*date*), it is anticipated that the following corrective actions will be implemented by (*deadline for implementation of corrective action plan*):

- *Corrective Action 1*
- *Corrective Action 2*

A follow-up site visit has been scheduled for (*date/time*) to review implementation of the above-mentioned corrective actions. If you have any questions or concerns, please call me at (973) 733 – XXXX.

Sincerely,

XXX, Program Monitor

cc: *Name*, Grant Manager/Division of Health Planning Ryan White Unit

ATTACHMENT D: FY'2012 FINAL SPENDING REPORT

FY12 Part A & MAI Expenditures Report

Section A: Identifying Information
Newark, New Jersey
Dorian Cooper
973-733-5449
cooperd@ci.newark.nj.us

Section B: Award Information	Current FY	Carryover	Total
1. Part A Grant Award Amount	\$12,820,273	\$0	\$12,820,273
2. MAI Grant Award Amount	\$1,313,733	\$0	\$1,313,733
3. Total Part A Funds	\$14,134,006	\$0	\$14,134,006

Section C: Expenditure Categories	PART A AWARD						MAI AWARD						PART A + MAI TOTAL AWARD	
	CURRENT FY		PRIOR FY CARRYOVER		PART A TOTAL		CURRENT FY		PRIOR FY CARRYOVER		MAI TOTAL		Amount	Percent
	Amount	Percentage	Amount	Percent	Amount	Percent	Amount	Percentage	Amount	Percent	Amount	Percent		
1. Core Medical Services Subtotal^{1 (see CHECKLIST)}	\$8,312,922	75.68%	\$0	0.00%	\$8,312,922	75.68%	\$1,158,341	93.39%	\$0	0.00%	\$1,158,341	93.39%	\$9,471,263	77.48%
a. Outpatient /Ambulatory Health Services	\$2,515,797	22.90%		--	\$2,515,797	22.90%	\$1,024,338	82.59%		--	\$1,024,338	82.59%	\$3,540,134	28.96%
b. AIDS Drug Assistance Program (ADAP) Treatments	\$0	0.00%		--	\$0	0.00%	\$0	0.00%		--	\$0	0.00%	\$0	0.00%
c. AIDS Pharmaceutical Assistance (local)	\$0	0.00%		--	\$0	0.00%	\$0	0.00%		--	\$0	0.00%	\$0	0.00%
d. Oral Health Care	\$503,209	4.58%		--	\$503,209	4.58%	\$62,538	5.04%		--	\$62,538	5.04%	\$565,747	4.63%
e. Early Intervention Services	\$158,729	1.45%		--	\$158,729	1.45%	\$0	0.00%		--	\$0	0.00%	\$158,729	1.30%
f. Health Insurance Premium & Cost Sharing Assistance	\$0	0.00%		--	\$0	0.00%	\$0	0.00%		--	\$0	0.00%	\$0	0.00%
g. Home Health Care	\$0	0.00%		--	\$0	0.00%	\$0	0.00%		--	\$0	0.00%	\$0	0.00%
h. Home and Community-based Health Services	\$0	0.00%		--	\$0	0.00%	\$0	0.00%		--	\$0	0.00%	\$0	0.00%
i. Hospice Services	\$0	0.00%		--	\$0	0.00%	\$0	0.00%		--	\$0	0.00%	\$0	0.00%
j. Mental Health Services	\$1,296,637	11.80%		--	\$1,296,637	11.80%	\$20,001	1.61%		--	\$20,001	1.61%	\$1,316,638	10.77%
k. Medical Nutrition Therapy	\$195,001	1.78%		--	\$195,001	1.78%	\$0	0.00%		--	\$0	0.00%	\$195,001	1.60%
l. Medical Case Management (incl. Treatment Adherence)	\$2,576,617	23.46%		--	\$2,576,617	23.46%	\$42,400	3.42%		--	\$42,400	3.42%	\$2,619,018	21.42%
m. Substance Abuse Services - outpatient	\$1,066,933	9.71%		--	\$1,066,933	9.71%	\$9,064	0.73%		--	\$9,064	0.73%	\$1,075,997	8.80%
2. Support Services Subtotal	\$2,671,202	24.32%	\$0	0.00%	\$2,671,202	24.32%	\$82,000	6.61%	\$0	0.00%	\$82,000	6.61%	\$2,753,202	22.52%
a. Case Management (non-Medical)	\$748,700	6.82%		--	\$748,700	6.82%	\$0	0.00%		--	\$0	0.00%	\$748,700	6.12%
b. Child Care Services	\$0	0.00%		--	\$0	0.00%	\$0	0.00%		--	\$0	0.00%	\$0	0.00%
c. Emergency Financial Assistance	\$78,172	0.71%		--	\$78,172	0.71%	\$0	0.00%		--	\$0	0.00%	\$78,172	0.64%
d. Food Bank/Home-Delivered Meals	\$210,890	1.92%		--	\$210,890	1.92%	\$0	0.00%		--	\$0	0.00%	\$210,890	1.73%
e. Health Education/Risk Reduction	\$0	0.00%		--	\$0	0.00%	\$0	0.00%		--	\$0	0.00%	\$0	0.00%
f. Housing Services	\$904,988	8.24%		--	\$904,988	8.24%	\$0	0.00%		--	\$0	0.00%	\$904,988	7.40%
g. Legal Services	\$338,382	3.08%		--	\$338,382	3.08%	\$0	0.00%		--	\$0	0.00%	\$338,382	2.77%
h. Linguistics Services	\$0	0.00%		--	\$0	0.00%	\$0	0.00%		--	\$0	0.00%	\$0	0.00%
i. Medical Transportation Services	\$242,549	2.21%		--	\$242,549	2.21%	\$82,000	6.61%		--	\$82,000	6.61%	\$324,549	2.65%
j. Outreach Services	\$0	0.00%		--	\$0	0.00%	\$0	0.00%		--	\$0	0.00%	\$0	0.00%
k. Psychosocial Support Services	\$0	0.00%		--	\$0	0.00%	\$0	0.00%		--	\$0	0.00%	\$0	0.00%
l. Referral for Health Care/Supportive Services	\$0	0.00%		--	\$0	0.00%	\$0	0.00%		--	\$0	0.00%	\$0	0.00%
m. Rehabilitation Services	\$0	0.00%		--	\$0	0.00%	\$0	0.00%		--	\$0	0.00%	\$0	0.00%
n. Respite Care	\$0	0.00%		--	\$0	0.00%	\$0	0.00%		--	\$0	0.00%	\$0	0.00%
o. Substance Abuse Services - residential	\$147,521	1.34%		--	\$147,521	1.34%	\$0	0.00%		--	\$0	0.00%	\$147,521	1.21%
p. Treatment Adherence Counseling	\$0	0.00%		--	\$0	0.00%	\$0	0.00%		--	\$0	0.00%	\$0	0.00%
3. Total Service Expenditures	\$10,984,124	100.00%	\$0	--	\$10,984,124	100.00%	\$1,240,341	100.00%	\$0	--	\$1,240,341	100.00%	\$12,224,465	100.00%
4. Non-services Subtotal	\$1,836,040	14.32%	\$0	--	\$1,836,040	14.32%	\$73,392	5.59%	\$0	--	\$73,392	5.59%	\$1,909,432	13.51%
a. Clinical Quality Management ^{2 (see CHECKLIST)}	\$628,800	4.90%		--	\$628,800	4.90%	\$15,000	1.14%		--	\$15,000	1.14%	\$643,800	4.56%
b. Grantee Administration ^{3 (see CHECKLIST)}	\$1,207,240	9.42%		--	\$1,207,240	9.42%	\$58,392	4.44%		--	\$58,392	4.44%	\$1,265,632	8.95%
5. Total Expenditures	\$12,820,164	100.00%	\$0	--	\$12,820,164	100.00%	\$1,313,733	100.00%	\$0	--	\$1,313,733	100.00%	\$14,133,897	100.00%

Section D: Award & Expenditure Summary	Award	Expenditure	Balance
1. Part A	\$12,820,273	\$12,820,164	\$109
2. Part A MAI	\$1,313,733	\$1,313,733	\$0
3. Total	\$14,134,006	\$14,133,897	\$109

FOR OFFICE USE ONLY:
<input type="checkbox"/> Grantee received waiver for 75% core medical services requirement.

ATTACHMENT E: FY'2013 ALLOCATION REPORT

FY'2013 PROCUREMENT REPORT – UNION COUNTY

SERVICE CATEGORY (BY PRIORITY)	PLANNING COUNCIL				GRANTEE		
	PERCENT AND DOLLAR	+/-25%			PERCENT AND DOLLAR	VARIANCE FROM COUNCIL	
PRIMARY MEDICAL CARE	28%	\$601,091	\$751,364	\$450,819	30.4%	\$653,482	+2.4
LOCAL AIDS PHARMACEUTICAL ASSISTANCE	0	0	0	0	0	0	0
EARLY INTERVENTION SERVICES	3%	\$64,403	\$80,503	\$48,302	2.4%	\$52,151	-0.6
MENTAL HEALTH SERVICES	8%	\$171,140	\$214,676	\$128,805	7.5%	\$160,329	-0.5
OUTPATIENT SUBSTANCE ABUSE SERVICES	21%	\$450,819	\$563,523	\$338,114	18%	\$386,741	-3.0
ORAL HEALTH CARE	5%	\$107,338	\$134,172	\$80,503	5.7%	\$121,409	+0.7
MEDICAL NUTRITION THERAPY	1%	\$21,468	\$26,834	\$16,101	1%	\$21,172	0
MEDICAL CASE MANAGEMENT	13%	\$279,078	\$348,848	\$209,309	13.7%	\$293,706	+0.7
HEALTH INSURANCE PREMIUM AND COST-SHARING ASSISTANCE	0	0	0	0	0	0	0
HOUSING SERVICES	5.5%	\$118,072	\$147,589	\$88,554	6.1%	\$131,924	+0.6
MEDICAL TRANSPORTATION	2%	\$42,935	\$53,669	\$32,201	0.5%	\$10,463	-1.5
CASE MANAGEMENT SERVICES NON-MEDICAL	7%	\$150,273	\$187,841	\$112,705	8.5%	\$183,422	+1.5
RESIDENTIAL SUBSTANCE ABUSE TREATMENT	0	0	0	0	0	0	0
EMERGENCY FINANCIAL ASSISTANCE	0.6%	\$12,881	\$16,101	\$9,660	0.6%	\$13,179	0
FOOD BANK/HOME-DELIVERED MEALS	3.4%	\$72,990	\$91,237	\$54,742	2.5%	\$52,948	-0.9
LEGAL SERVICES	2.5%	\$53,669	\$67,086	\$40,252	3.1%	65,829	+0.6
OUTREACH SERVICES	0	0	0	0	0	0	0
RESPIRE CARE	0	0	0	0	0	0	0
TOTAL AMOUNT OF FUNDING	100%						

Newark EMA Part A & MAI	Total Award	Housing & Related Services	Medical Case Management	Primary Medical Care	Outpatient Substance Abuse	Direct Emergency Assistance	Residential Substance Abuse	Nutritional Therapy	Hlth Ins Prem & CC	Mental Health	Transportation	Nutritional Services	Case Management	Advocacy & Legal	Dental	Early Intervention Services	Grantee	Program Support/ Admin	Quality Management
ESSEX COUNTY REGION	6,988,790	573,871	1,800,857	1,515,366	611,191	35,820	131,039	124,415	0	917,278	107,158	72,320	338,189	240,000	415,800	105,486			
AIDS Resource Foundation		X			X	X					X		X			X			
Broadway House			X		X			X		X									
C.U.R.A.					X		X				X	X	X						
St. Michael's- Behavioral Health					X						X								
Comm. Hlth. Law Project														X					
Dept of V.A.		X	X			X					X	X							
Smith Center			X	X						X	X					X			
Family Medical Group			X													X			
Hyacinth			X		X					X			X	X		X			
Isaiah House		X											X						
Catholic Charities of the Archdiocese of Newark		X			X					X	X		X						
Newark Beth Israel Medical Center			X	X				X		X									
Newark Community Health Center			X	X				X		X					X	X			
Newark Homeless Health Care- Special Carr			X	X								X		X	X				
North Jersey AIDS Alliance			X	X	X	X				X	X					X			
Urban Renewal		X			X								X						
La Casa de Don Pedro		X				X		X		X		X	X			X			
St. James Social Services		X										X	X			X			
St. Michael's- Peter Ho Clinic			X	X						X	X				X	X			
Team Management		X			X					X	X		X		X	X			
Rutgers (Dental)															X				
Rutgers (FXB)			X	X															
Rutgers IDP (HIV Clinic)			X	X	X			X		X	X	X				X			
Rutgers (IMPACT)										X									
Rutgers (START)			X	X		X				X						X			
TRI-COUNTY REGION	812,355	45,690	138,116	149,232	44,354	0	0	0	0	93,419	162,583	0	116,000	0	50,770	12,191			
NJ AIDS Services		X			X					X	X		X			X			
Morristown Memorial Hospita			X	X						X	X				X	X			
Hope House			X	X	X					X	X			X					
Zufall Health Center			X	X											X	X			
UNION COUNTY REGION	1,939,328	114,449	342,994	531,137	275,117	11,594	0	23,167	0	170,117	15,639	46,862	199,776	69,573	108,240	30,663			
Catholic Charities - IDP													X						
Central Jersey Legal Services														X					
Hyacinth- Union									X										
Homefirst, Inc.		X				X						X	X						
Lennard Clinic					X					X			X						
Meals on Wheels												X							
Neighborhood Health Services			X	X	X			X	X	X					X	X			
Proceed, Inc.		X			X	X				X		X	X			X			
Trinitas Hospital- Behavioral Health					X														
Trinitas Hospital- EIP			X	X						X	X					X			
Rutgers Dental (Union)															X				
MINORITY AIDS INITIATIVE	1,076,764		71,945	843,806								64,327	96,686						
ADMIN & QUALITY MGMT	1,908,924																676,145	596,471	636,308
Futurebridge Business Solution																		X	X
Public Strategies, Inc.																		X	X
Robert Saunders, CPA/ Planning Council																		X	X
Rutgers FXB CQM																			X
Grantee																			X
TOTAL	12,726,161	734,010	2,353,912	3,039,541	930,662	47,414	131,039	147,582	0	1,180,814	285,380	183,509	750,651	309,573	574,810	148,340	676,145	596,471	636,308

12
\$10,817,237.00 FY 2013 Care & Treatment Allocation
\$12,726,161.00 FY2013 Total Award

	Budget	Allocated	Balance	Actual %
Housing & Related Services	9.00%	973,551	734,010	75.40%
Medical Case Management	21.49%	2,324,624	2,353,912	101.26%
Primary Medical Care	26.96%	2,916,327	3,039,541	104.22%
Outpatient Substance Abuse	9.98%	1,079,560	930,662	86.21%
Direct Emergency Assistance	0.48%	51,923	47,414	91.32%
Residential Substance Abuse	1.08%	116,826	131,039	112.17%
Medical Nutritional Therapy	1.46%	157,932	147,582	93.45%
Health Insurance Prem & CC	0.22%	23,798	0	0.00%
Mental Health	10.25%	1,108,767	1,180,814	106.50%
Transportation	2.60%	281,248	285,380	101.47%
Nutritional Services	1.31%	141,706	183,509	129.50%
Case Management	5.42%	586,294	750,651	128.03%
Advocacy & Legal	2.55%	275,840	309,573	112.23%
Dental	5.20%	562,496	574,810	102.19%
Early Intervention Services	2.00%	216,345	148,340	68.57%
Total Care & Treatment	100.00%	10,817,237	10,817,237	100.00%
Grantee Admin			676,145	
Planning Council			365,378	
Program Support			231,093.00	
Quality Management			636,308	
Total			\$12,726,161	

Core Support	\$ 10,817,237	85%
Grantee Prgm Support	676,145	5.31%
Quality Mgmt	596,471	4.69%
	636,308	5.00%
		100%

ATTACHMENT F: RYAN WHITE/EIRC RESOURCE DIRECTORY

Ryan White/EIRC Resource Directory

Contact Info and Services
Provided at each Location



Highlights

- AGENCY CONTACT INFORMATION
- SERVICES PROVIDED
- HIV/AIDS TESTING INFORMATION

Rev: 8/06/2012

NEWARK EMA EIRC MEMBERSHIP ROSTER

UMDNJ/Infectious Disease Practice (HIV Clinic)	Newark Community Health Center/Newark Beth Israel Medical Center
Broadway House	AIDS Resource Foundation for Children
Catholic Charities/ St. Bridget's	Airmid
Community Health Law Project	CURA
Department of Veteran Affairs	Family Medical Group
Positive Health Care	Hyacinth - Newark
St. James Social Services	Isaiah House
St. Michael's Peter Ho Clinic	La Casa de Don Pedro
St. Michael's Behavioral Health	Newark Beth Israel Medical Center
Urban Renewal	Newark Homeless Health Care
UMDNJ/Dental	North Jersey AIDS Alliance (NJCRI)
UMDNJ/FXB	Smith Center
UMDNJ/START	Team Management 2000
UMDNJ/IMPACT	

Morristown Memorial Hospital	Trinitas Regional Medical Center – EIP Clinic
Hope House	Catholic Charities – Union Co. Jail Discharge
New Jersey AIDS Services	Central Jersey Legal Services
Zufall Health Center	Homefirst
	Hyacinth- Union
	Lennard Clinic
	Meals on Wheels
	PROCEED
	Trinitas - SAS
	Neighborhood Health Services Corporation

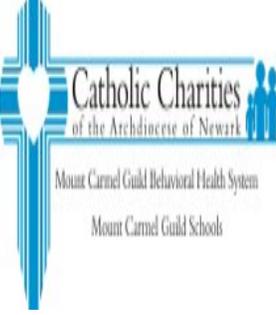
The Newark EMA Ryan White/EIRC Resource Directory is a good way to stay informed on treatment and prevention services in our area. EIRCs were established by the EMA for FY 2012 to ensure collaboration, information exchange, planning and linkages, between Part A/F medical providers and counseling, testing and referral (CTR) sites and activities funded by CDC and Part B.

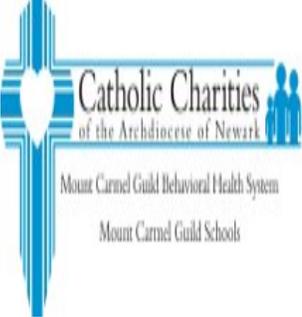
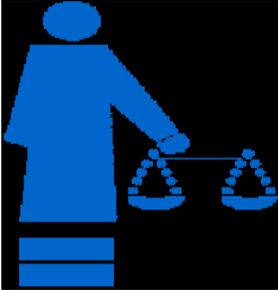
Table of Contents

AIDS RESOURCE FOUNDATION FOR CHILDREN (ARFC)	4
AIRMID	4
BROADWAY HOUSE	4
CATHOLIC CHARITIES OF THE ARCHDIOCESE OF NEWARK– ST. BRIDGET’S	4
CATHOLIC CHARITIES OF THE ARCHDIOCESE - UNION COUNTY DISCHARGE PLANNING	5
COMMUNITY HEALTH LAW PROJECT	5
CURA, INC.	5
DEPARTMENT OF VETERAN AFFAIRS	5
FAMILY MEDICAL GROUP	6
HOMEFIRST, INC.	6
HYACINTH AIDS FOUNDATION	6
HYACINTH AIDS FOUNDATION—UNION COUNTY	6
CATHOLIC SOCIAL SERVICES OR MORRIS COUNTY/HOPE HOUSE	6
ISAIAH HOUSE	7
LA CASA DE DON PEDRO	7
LENNARD CLINIC	7
MEALS ON WHEELS	7
MORRISTOWN MEMORIAL HOSPITAL	8

Table of Contents

NEIGHBORHOOD HEALTH SERVICES CORPORATION	8
NEWARK BETH ISRAEL MEDICAL CENTER	8
NEWARK COMMUNITY HEALTH CENTER	8
NEWARK HOMELESS HEALTH CARE	8
NEW JERSEY AIDS SERVICES	9
NORTH JERSEY AIDS ALLIANCE (NJCRI)	9
POSITIVE HEALTH CARE	9
PROCEED, INC.	9
SMITH CENTER	9
ST. JAMES SOCIAL SERVICE CARE	10
ST. MICHAEL'S MEDICAL CENTER/BEHAVIORAL HEALTH	10
ST. MICHAEL'S MEDICAL CENTER/PETER HO CLINIC	10
TEAM MANAGEMENT	10
TRINITAS- EARLY INTERVENTION PROGRAM (EIP)	11
TRINITAS- SUBSTANCE ABUSE OUTREACH (SAS)	11
UMDNJ/DENTAL	11
UMDNJ/FXB CENTER	11
UMDNJ/HIV CLINIC	12
UMDNJ/IMPACT	12
UMDNJ/START	12
URBAN RENEWAL CORPORATION	12
ZUFALL HEALTH CENTER	12

AGENCY / CONTACT INFO/ SERVICES PROVIDED	HIV TESTING SITE	RAPID TESTING	RAPID/ RAPID TESTING	ROUTINE TESTING
 <p>AIDS RESOURCE FOUNDATION FOR CHILDREN (973) 643 - 0400 72 Academy Street Newark, NJ 07102</p> <p><i>Early Intervention, Mental Health, Outpatient Substance Abuse Treatment, Case Management, Emergency Financial Assistance, Housing Services, Medical Transportation, After School Program (ages 6-18), support groups, summer camp, respite care for children, community engagement events</i></p>				
 <p>AIRMID FOUNDATION, INC. (973) 678 - 0553 137 Evergreen Place East Orange, NJ 07018</p> <p><i>Substance Abuse, Relapse Prevention, Individual/Group Counseling, HIV Education & Prevention, Health Wellness Education, Anger Management, Family/Peer Support</i></p>				
 <p>BROADWAY HOUSE FOR CONTINUING CARE (973) 268 - 9797 298 Broadway Newark, NJ 07104</p> <p><i>HIV/AIDS Nursing Care, Primary Medical Care, HIV Medications, Early Intervention, Mental Health (Individual/Groups), Outpatient Substance Abuse Counseling (Individual/Groups), Pastoral Care, Medical Case Management, Medical Nutritional Therapy, Activities, Transportation</i></p> <p><u>Broadway House For Continuing Care</u> <i>Providing the highest quality of care in a sub-acute environment with dedication and compassion.</i></p>				
 <p>CATHOLIC CHARITIES OF THE ARCHDIOCESE OF NEWARK/ ST. BRIDGET'S (973) 799 - 0484 404 University Avenue Newark, NJ 07102</p> <p><i>Transitional & Emergency Housing, Case Management, Substance Abuse, Medical Transportation</i></p>	✓	✓	✓	

AGENCY / CONTACT INFO/ SERVICES PROVIDED	HIV TESTING SITE	RAPID TESTING	RAPID/ RAPID TESTING	ROUTINE TESTING
 <p>CATHOLIC CHARITIES OF THE ARCHDIOCESE OF NEWARK/ UNION COUNTY JAIL DISCHARGE PLANNING PROGRAM (908) 497 - 3938 505 South Avenue Cranford, NJ 07016</p> <p><i>Discharge Planning Services at Union County Jail</i></p>	✓	✓	✓	✓
 <p>CATHOLIC SOCIAL SERVICES OF MORRIS COUNTY, INC./HOPE HOUSE (973) 361 - 5565 19-21 Belmont Avenue Dover, NJ 07802</p> <p><i>Case Management, Transportation, Support Services, Pastoral Care, Counseling and Coping Skills, AIDS Education, Mental Health Assessment, Counseling (Individual, Group & Family), Psychiatric evaluations, Medical monitoring, substance Abuse Assessment (Level I & II), Long & Short term housing subsidies , Resources and referrals to prevent homelessness</i></p>	✓	✓		
 <p>CENTRAL JERSEY LEGAL SERVICES (908) 354-4340 60 Prince Street Elizabeth, NJ 07208</p> <p><i>Legal Services with representation in Welfare, Social Security, Medicaid & Medicare claims, eviction defense, family matters, collections, bankruptcy, consumer fraud actions, housing subsidies</i></p>				
 <p>COMMUNITY HEALTH LAW PROJECT (973) 680 - 5599 650 Bloomfield Avenue, Suite 210 Bloomfield, NJ 07003</p> <p><i>Legal Services</i></p>				

AGENCY / CONTACT INFO/ SERVICES PROVIDED	HIV TESTING SITE	RAPID TESTING	RAPID/ RAPID TESTING	ROUTINE TESTING
 <p>CURA, INC. (973) 622 - 3570 35 Lincoln Park Newark, NJ 07102</p> <p><i>Residential Substance and Co-occurring Treatment Services</i></p>	✓	✓		✓
 <p>DEPARTMENT OF VETERANS AFFAIRS (973) 676 - 1000 ext. 1828 385 Tremont Avenue East Orange, NJ 07018</p> <p><i>Primary Medical Care, Surgical Care, Women's Health, Pharmacy, Mental Health Services, wide array of Specialty Care programs, Homeless Veterans Treatment, Geriatrics & Extended Care, Caregiver Support, Hospice & Palliative Care, Military Sexual Trauma, OEF/OIF/ OND Returning Combat Veterans</i></p>	✓	✓		✓
 <p>FAMILY MEDICAL GROUP (862) 320 - 3902 134 Evergreen Place East Orange, New Jersey 07018</p> <p><i>Primary Medical Care, Medical Case Management, Referral Services</i></p>	✓			✓
 <p>HOMEFIRST, INTERFAITH HOUSING AND FAMILY SERVICES (908) 753-4001 905 Watchung Avenue Plainfield, NJ 07060</p> <p><i>Housing Services, Case Management, Emergency Financial Assistance, Food Bank/Home Delivered Meals</i></p>				

AGENCY / CONTACT INFO/ SERVICES PROVIDED	HIV TESTING SITE	RAPID TESTING	RAPID/ RAPID TESTING	ROUTINE TESTING
 <p>HYACINTH AIDS FOUNDATION (973) 565-0300 408 Bloomfield Avenue, 2nd Floor Newark, NJ 07107 and 800 Broad Street Newark, NJ 07102</p> <p><i>Medical Case Management, Mental Health (Individual & Group), Client Advocacy, Outpatient Substance Abuse (Individual & Group), Risk Reduction, Health Education, Disclosure Prevention Counseling, Transportation, Discharge Planning</i></p>	✓	✓	✓	
 <p>HYACINTH AIDS FOUNDATION/UNION COUNTY MENTAL HEALTH (908) 755-0021 25 Craig Place North Plainfield, NJ 07060</p> <p><i>Mental Health (Individual & Group), Risk Reduction, Health Education, Disclosure Prevention Counseling, Assistance with Entitlements, Housing concerns, credit issues, legal documents, ADDP</i></p>	✓	✓	✓	
 <p>ISAIAH HOUSE (973) 678-5882 238 North Munn Ave East Orange, NJ 07017</p> <p><i>Housing, 3 meals per day, Case Management, Psychosocial support, Medical referrals, Medication adherence, Counseling services for women returning into community from incarceration</i></p>				
 <p><i>Fostering self-sufficiency, empowerment, and neighborhood revitalization since 1972.</i> 75 Park Avenue Newark, New Jersey 07104 (973) 482-8192 (973) 482-8883 www.lacasadonpedro.org</p> <p>LA CASA DE DON PEDRO (973) 624-4222 76 Clinton Avenue Newark, NJ 07102</p> <p><i>Individual & Community Level Outreach, Group & Individual Interventions, Long & short term rental assistance, Case management, Mental Health, Medical Nutritional Services, Housing information, referrals & advocacy, Educational workshops</i></p>	✓	✓		

AGENCY / CONTACT INFO/ SERVICES PROVIDED	HIV TESTING SITE	RAPID TESTING	RAPID/ RAPID TESTING	ROUTINE TESTING
 <p>THE LENNARD CLINIC, Inc. (908) 352-0850 850 Woodruff Lane Elizabeth, NJ 07201</p> <p><i>HIV Counseling, Methadone Maintenance, Individual & Group Counseling, Primary Medical Care, Case Management</i></p>	✓	✓		✓
 <p>MEALS ON WHEELS, INC. (908) 486 - 5100 1025 Pennsylvania Avenue Linden, NJ 07036</p> <p><i>Home delivered meals</i></p>				
 <p>MORRISTOWN MEMORIAL HOSPITAL/ FAMILY HEALTH CENTER (973) 971 - 5912 475 South Street Morristown, New Jersey 07962</p> <p><i>Primary Medical Care, Medical Case Management, Mental Health, Oral Health, Medical Transportation, Medical Nutritional Therapy, Early Interventions Services</i></p>	✓	✓	✓	✓
 <p>NEIGHBORHOOD HEALTH SERVICES CORPORATION (908) 753-6401 1700 Myrtle Avenue Plainfield, NJ 07063</p> <p><i>Primary ambulatory care, Early Intervention Services, Oral Health, Medical Case Management, Mental Health, substance Abuse, Medical</i></p>	✓	✓	✓	✓

AGENCY / CONTACT INFO/ SERVICES PROVIDED	HIV TESTING SITE	RAPID TESTING	RAPID/ RAPID TESTING	ROUTINE TESTING
 <p>NEWARK BETH ISRAEL MEDICAL CENTER/ THE FAMILY TREATMENT CENTER (973) 926-2479 201 Lyons Avenue Newark, NJ 07112</p> <p><i>Medical Case Management, Mental Health, Medical Nutritional Therapy, HIV Prevention Services, Counseling</i></p>	✓	✓		✓
 <p>NEWARK COMMUNITY HEALTH CENTERS, INC. (973) 483-1300 741 Broadway Newark, NJ 07104</p> <p><i>Primary Medical Care, Mental Health, Medical Nutritional Therapy, Medical Transportation, Medical Case Management, Oral Health Care, Early Intervention Services, Adherence and Retention Support, Prevention for Positives, Diagnostic Laboratory, Infectious Disease Specialist, Support Groups</i></p>	✓	✓	✓	✓
 <p>NEWARK HOMELESS HEALTH CARE (973) 733-5300 110 Williams Street Newark, NJ 07102</p> <p><i>Primary Medical Care, Infectious Disease Specialist (bilingual), Mental Health, Substance Abuse, Medical Case Management, Oral Health, Transportation, Food Vouchers</i></p>	✓	✓		
 <p>NEW JERSEY AIDS SERVICES, INC. (973) 285-0006 44 South Street Morristown, NJ 07950</p> <p><i>Transitional Housing, Long & Short term rental assistance, Security deposits, Case Management, Substance Abuse Counseling, Mental Health Counseling, Transportation, Food Pantry, Laundry services, Education Workshops/ seminars on HIV/AIDS</i></p>				

AGENCY / CONTACT INFO/ SERVICES PROVIDED	HIV TESTING SITE	RAPID TESTING	RAPID/ RAPID TESTING	ROUTINE TESTING
 <p>NORTH JERSEY AIDS ALLIANCE/NJCRI (973) 483 - 3444 393 Central Avenue Newark, NJ 07103</p> <p><i>STD Testing, Discharge Planning, Support & Education Group, Healthy Relationships Intervention, (Individual & Group), Safe syringe program, Shower and Laundry Services for clients,, Substance Abuse, Clinical trials, Referral services</i></p>	✓	✓	✓	✓
 <p>POSITIVE HEALTH CARE, INC. (973) 596 - 9667 333 Washington Street Newark, NJ 07102</p> <p><i>Case Management, Substance Abuse Services, Housing, Direct Emergency Assistance, Early Intervention Services</i></p>				
 <p>PROCEED, INC. (908)351-7727 1126 Dickinson Street Elizabeth, NJ 07201</p> <p><i>Case Management, Rental Assistance, Nutritional Services, Direct Emergency Assistance,</i></p>	✓	✓	✓	
 <p>SMITH CENTER FOR INFECTIOUS DISEASE AND URBAN HEALTH (862)772-7822 310 Central Avenue, Suite 307 East Orange, NJ 07018</p> <p><i>Infectious Disease testing, treatment, vaccination and risk reduction counseling, Specifically HIV, Hepatitis A, B, C, Herpes, Gonorrhea, Chlamydia, Trichomonas, Syphilis & Tuberculosis</i></p>	✓			✓

**FY2012 Newark EMA Ryan White/EIRC
Resource Directory**

AGENCY / CONTACT INFO/ SERVICES PROVIDED	HIV TESTING SITE	RAPID TESTING	RAPID/ RAPID TESTING	ROUTINE TESTING
 <p>ST. JAMES SOCIAL SERVICE CORPORATION (973) 624-4007 604 Dr. Martin Luther King Jr. BLVD Newark, NJ 07102</p> <p>Counseling & Referrals for Medical Treatment, Recovery Mentorship, Transitional Housing, Short term Utility & Rental Assistance, Food Pantry</p>	✓	✓	✓	✓
 <p>ST. MICHAEL'S MEDICAL CENTER/ BEHAVIORAL HEALTH SERVICES (973) 877-5000 111 Central Avenue Newark, NJ 07102</p> <p><i>Substance Abuse & Mental Health Counseling, Psychiatric consultations, Medication management, Monitoring & Education, Nursing assessments & Medication reconciliation, case management, life skills anger management</i></p>	✓	✓	✓	✓
 <p>ST. MICHAEL'S MEDICAL CENTER/PETER HO CLINIC (973) 877-2827 268 Dr. Martin Luther King Jr. BLVD Newark, NJ 07102</p> <p><i>Primary Medical Care, Medical Case Management, Substance Abuse & Mental Health Treatment, Oral Health, Transportation, Medical Nutritional Therapy, Eye Screenings, Diabetic Education & Management, Pain Management, Specialty Medical Services</i></p>	✓	✓	✓	✓
 <p>TEAM MANAGEMENT 2000 INC. (973)324-2220 395 Pleasant Valley Way West Orange, NJ 07052</p> <p><i>Early Intervention Services, Substance Abuse Treatment (Standard & Intensive) & Counseling, Case Management, Mental Health, Housing for Emergency Assistance, Transitional & Permanent Housing, Medical Transportation</i></p>	✓	✓	✓	✓

AGENCY / CONTACT INFO/ SERVICES PROVIDED	HIV TESTING SITE	RAPID TESTING	RAPID/ RAPID TESTING	ROUTINE TESTING
 <p>TRINITAS REGIONAL MEDICAL CENTER/ EARLY INTERVENTION PROGRAM (908) 994 - 7600 655 Livingston Street, 2nd Floor Elizabeth, NJ 07206</p> <p><i>Primary Medical Care, Laboratory Services, Medical Case Management, Mental Health Services, Substance Abuse, Transportation</i></p>	✓	✓		
 <p>TRINITAS REGIONAL MEDICAL CENTER/ OUTPATIENT SUBSTANCE ABUSE OUTREACH PROGRAM (908) 994 - 7090 645 East Jersey Street Elizabeth, NJ 07206</p> <p><i>Substance Abuse evaluations, counseling and referrals</i></p>	✓	✓	✓	✓
 <p>UNIVERSITY OF MEDICINE & DENTISTRY/DENTAL CLINIC (973) 972 - 6613 110 Bergen Street, Room 881 Newark, New Jersey 07103</p> <p><i>Oral Health Care</i></p>				
 <p>UNIVERSITY OF MEDICINE & DENTISTRY/ FRANCOIS-XAVIER BAGNOUD CENTER (FXB) (973) 972 - 4150 65 Bergen Street, SSB Building, 8TH Floor Newark, New Jersey 07103</p> <p><i>Primary Medical Care, Medical Case Management, Child Life Therapy, Phlebotomy, Social Work & Mental Health Counseling, Medical Nutrition Services, Women's Support Group</i></p>	✓			✓

**FY2012 Newark EMA Ryan White/EIRC
Resource Directory**

AGENCY / CONTACT INFO/ SERVICES PROVIDED	HIV TESTING SITE	RAPID TESTING	RAPID/ RAPID TESTING	ROUTINE TESTING
 <p>UBHC UNIVERSITY BEHAVIORAL HEALTHCARE</p> <p>UNIVERSITY OF MEDICINE & DENTISTRY/UNIVERSITY BEHAVIORAL HEALTHCARE - IMPACT (973) 972- 5430 183 South Orange Avenue Newark, NJ 07103</p> <p><i>Psychotherapy (Individuals, group, family), Psychiatric evaluation, Psychopharmacological management, referral services</i></p>				
 <p>UNIVERSITY OF MEDICINE & DENTISTRY/INFECTIOUS DISEASE PRACTICE (HIV CLINIC) (973) 972- 3846 185 South Orange Avenue, MSBI 689 Newark, NJ 07103</p> <p><i>Primary Medical Care, Laboratory Services, Medical Case Management, Mental Health Services, Substance Abuse including Suboxone treatment, Transportation, Medical Nutritional Therapy, HIV/Hepatitis C co-infection program, support groups, new patient initiative, specialty services, oral health</i></p>	✓	✓		✓
 <p>UNIVERSITY OF MEDICINE & DENTISTRY/DIVISION OF ADOLESCENT & YOUNG ADULT MEDICINE - START PROGRAM (973) 972 - 5469 65 Bergen Street, GA-177 Newark, New Jersey 07103</p> <p><i>STD/STI testing, Paps, Pregnancy tests, Diabetes & Blood Pressure Screenings, Interventions (individual), Teen forum, Parent & Caregiver Presentations, Referrals</i></p>	✓	✓		✓

AGENCY / CONTACT INFO/ SERVICES PROVIDED	HIV TESTING SITE	RAPID TESTING	RAPID/ RAPID TESTING	ROUTINE TESTING
 <p>URBAN RENEWAL CORPORATION/ (973) 483- 2882 224 Sussex Avenue Newark, NJ 07103</p> <p><i>Case management, Emergency Housing, Transportation, Client Development Plans, Early Intervention Services, Substance Abuse, Referral Services</i></p>	✓	✓		
 <p>ZUFALL HEALTH CENTER (973) 328-3344 17 South Warren Street Dover, NJ 07801</p> <p><i>Primary Medical Care, Oral Health, Medical Case Management, Early Intervention Services</i></p>	✓	✓		✓



**FY2012 Newark EMA Ryan White/EIRC
Resource Directory**

Other Important Contacts



**City of Newark Department of
Child & Family Well-Being/
Ryan White Unit (Grantee Office)**

110 William Street, Room 209
Newark, NJ 07102
Phone: 973-733-4402
Fax: 973-733-5444



**Newark EMA HIV Health Services
Planning Council**

315 N. 6th Street, 2nd Floor
P.O. Box 7007
Newark, NJ 07107
Phone: 973-485-5220
Fax: 973-485-5085



**FUTUREBRIDGE Business Solutions
(CHAMP)**

55 Eagle Rock Avenue
East Hanover, NJ 07869
Phone: 973 515-9000
Fax: 973 515-9011

ATTACHMENT G: FY'2013 CONTRACT MAP

DATE: August 30, 2013

TO: Newark EMA HIV Health Services Planning Council
Department of Child & Family Well-Being

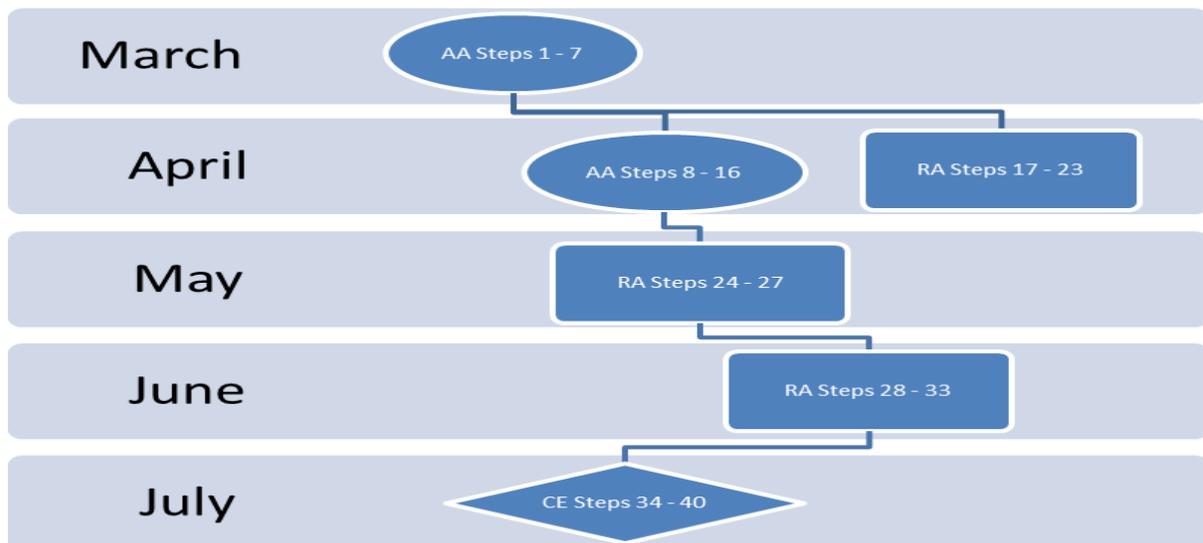
FROM: Ketlen Alsbrook, Grant Manager
Newark EMA Ryan White Program

SUBJECT: **RYAN WHITE CONTRACT PROCESS REPORT**

This report summarizes the 1) contract process for executing Ryan White contracts, 2) current status of our resolutions and 3) proposed changes for streamlining the contract process.

- AA= Apply & Accept
- RA= Resolution Adoption
- CE= Contract Execution

Current Contract Review Process 4 ½ - 5 months (Including Service Reimbursement)- Exhibit A

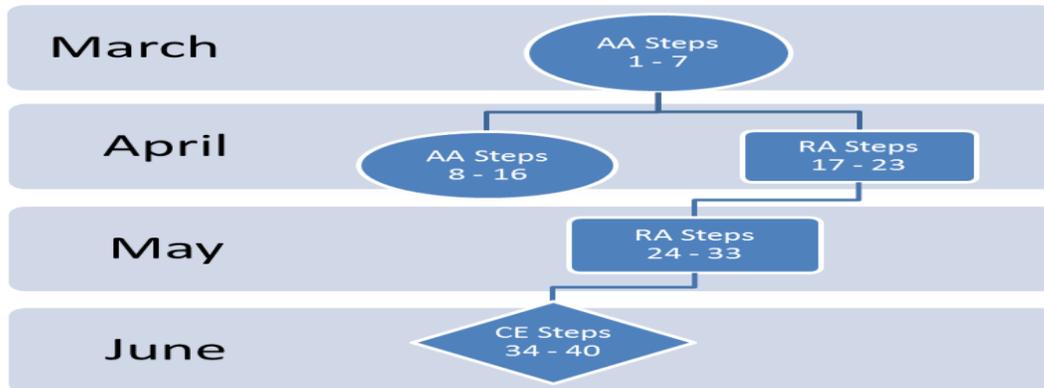


<p>PHASE 1- Apply & Acceptance of Grant Funds/ Budget Insertion (AA) Phase 1 starts when the Notification of Grant Award is received from the funding source. Ends when the resolutions are adopted by Council and the budget is computerized in the City's financial system.</p>	
<p>Average Time Frame</p>	<p>March thru April (1 ½ months – 2 months) ** Resolution is typically adopted late April.</p>
<p>Steps (dates refer to FY13)</p>	<ol style="list-style-type: none"> 1. Notification of Grant Award received 2/25 2. Allocation of Funds 2/26 – 3/4 3. Budget finalized 3/8 4. Sub-recipient Award Letters 3/8 5. Interdepartmental meeting to revise legislative documents 3/18 6. DCA waiver BA signature 3/18 7. DCA waiver Mayor signature 3/21 8. Legistar file created 3/21 for review by: 9. Law Dept 10. BA Dept 11. City Clerk Dept 12. Law Dept (2nd review) 13. BA and Corp Counsel Signatures 14. City Clerk- Resolution Agenda Ready 4/24 15. Resolution adopted by Council 5/1 16. Authorizing resolution received 5/9 <p>= 2.5 months</p>
<p>Current Status/ Cause of Delays</p>	<p>AA adopted 5/1/13. Authorizing Resolution received 5/9/13. Delays: 2 weeks behind average schedule</p> <p><u>Allocation of Funds</u> Grantees were notified (3/5/13) to make adjustments to their allocations as a result of federal spending cuts (sequestration) impacting funding levels for the year (anticipated cut of 5.3%). The final cut of 10% required the same type of response from the Grantee as part of the second (and final) award notification in late June.</p> <p><u>Contract Requirements/ Review</u> The resolution and contract templates had to be modified due to partial award notification and new federal guidelines released April 2012. Changes required consensus from all Depts (3/18 meeting with DCFWB, Law, BA and City Clerk), and extended contract negotiations with sub-recipients to ensure compliance.</p>

<p>PHASE 2- Contract Resolutions & Adoption (RA) Phase 2 starts when the contract negotiation takes place and all required documents (legal and program) have been approved. Ends when the resolution is adopted by the Municipal Council.</p>	
<p>Average Time Frame</p>	<p>April thru June (2 months) ** Resolution is typically adopted late June.</p>
<p>Steps (dates refer to FY13)</p>	<ol style="list-style-type: none"> 17. Receipt of Sub-recipient contract docs 3/28 18. Internal Review 3/29 – 4/5 19. Contract Negotiations 4/8 – 4/26 20. Budget set up in People-Soft 21. Cert of Funds requests to Finance 22. Certification of Payment of Accounts 4/29 – 5/2 23. Contract Prep/ Manager Approvals 4/29 – 5/13 24. Legistar upload of resolution packages 5/14 for review by: 25. DCFWB- 5/20 26. Law Dept- 5/31 27. BA Dept- 6/5 28. City Clerk Dept- 6/12 29. Law Dept (2nd review)- 6/17 30. BA and Corp Counsel Signatures- 6/17 31. City Clerk/ Resolution agenda ready- 6/17 32. Submit original documents to the City Clerk’s office- 6/18 33. Resolution(s) adopted – 6/19 <p><i>Note: As of July 3rd, a total of 18 contracts were adopted by Council- 52%</i></p>
<p>Current Status/ Cause of Delays</p>	<p>Contracts are submitted through the contract review process as soon as they pass the Grantee review process (Monitor, Manager, Fiscal Officer, Dept. Director). Therefore the timeline above is indicative of those contracts which passed review quickly. Contracts that require further negotiation, corrections, compliance with all requirements, etc., extends the timeline of contract execution by weeks, sometimes months.</p> <p>The Grantee’s goal for FY13 was to have contracts adopted in May. But delays occurred as a result of the unexpected absence of the Grants Manager, who was called for jury duty 3/29 – 4/12. This caused negotiation meetings to be postponed and the approval process became backlogged.</p>

PHASE 3- Contract Execution (CE)	
Phase 3 starts when the authorizing resolution package is returned to DCFWB. Ends when the executed contract is received from City Clerk.	
Average Time Frame	July (< 30 days)
Steps	<ul style="list-style-type: none"> 34. Authorizing resolution & supporting docs received from City Clerk- 7/2 35. Prepare package for execution phase (Review for completion; update insurance if needed; add cover memo; make 4 copies, insert signature pages and get the Director's signature)- 7/2 36. Submit the execution package to Law for review- 7/3 37. Law forwards the package to City Clerk for review and execution- 7/10 38. Executed contract returned to DCFWB for filing and distribution- 7/11 39. Approved pymt request & copy of executed contract sent to Finance- 7/12 40. Approx. 10 - 20 business days to process first quarter reimbursements- 7/19
Current Status/ Delays	<p>This phase is fairly smooth. The most common cause of delay is the expiration of insurance coverage which requires updated documents from the Recipient . From receipt of authorizing resolution to the point of execution takes an average of 2 weeks. Restructuring Phase 2 will have the greatest impact on the duration of the contract cycle.</p>

Suggestions for Streamlining the Contract Review Process to 3 – 3 ½ months (Including Service Reimbursement)- Exhibit B



Apply & Accept	
Preferred Time Frame	March thru mid-April (1 ½ months)
Ways to Improve	<ul style="list-style-type: none"> • The Notification of Grant Award (NOA) is received at the end of February, a few days before the start of the grant year. It doesn't allow the Allocation of Funds and the Contracting of Services to begin until after the grant cycle has already started. The best way for payments to begin during the first quarter (March through May) is to receive the NOA earlier (ex. January). • Automatic exemption from DCA waiver. Ryan White is an emergency relief grant, 100% federally funded and pass-through. Does not impact the municipal budget.
Adoption of Contract Resolutions	
Preferred Time Frame	April thru May (2 months)
Ways to Improve	<ul style="list-style-type: none"> • Reduce the number of required forms and/or allow an "Allocation Plan" to replace/ satisfy the submission of <i>individual</i> contract resolutions & supporting documents. • Eliminate the 2nd Law Review. A final review already occurs during the execution phase. • Automatic exemptions from certain requirements- DCA waivers, CPA. Ryan White is an emergency relief grant, 100% federally funded and pass-through. Does not impact the municipal budget.
Contract Execution & First Reimbursement	
Preferred Time Frame	June (< 30 days) ** Allows the first reimbursement to occur during the first trimester of the grant year and 2 -3 wks. from contract execution.
Ways to Improve	<ul style="list-style-type: none"> • No improvements are necessary.

ATTACHMENT H: FY'2013 RW AGREEMENT (PROVIDERS)

**RYAN WHITE PART A EMERGENCY RELIEF GRANT PROGRAM
AGREEMENT
GENERAL TERMS AND CONDITIONS**

This AGREEMENT, entered into March 1, 2013 by and between the Department of Child and Family Well-Being (hereinafter referred to as DCFWB) and **Name & Address of Provider** (hereinafter referred to as the "Sub-Recipient"), for the purpose of providing Ryan White eligible services for the Newark Eligible Metropolitan Area, specifically Essex County, Union County, Morris County, Sussex County, and Warren County (hereinafter referred to as the EMA).

WITNESSETH

WHEREAS, the City of Newark has received approval for grant funding under Part A of the HIV Emergency Relief Grant Program through the Ryan White HIV/AIDS Treatment Extension Act of 2009, for assistance in rendering Ryan White Part A/F services to individuals and families infected and affected by HIV/AIDS in the EMA as authorized by the Newark Municipal Council pursuant to Resolution #**7R2xxxxxx**; and

WHEREAS, the City of Newark Department of Child and Family Well-Being desires to enter into an Agreement with the Sub-Recipient to provide Ryan White eligible services to the Newark EMA, which is more specifically described in the "Scope of Services" attached hereto and made a part hereof, for the period commencing on March 1, 2013 and terminating on February 28, 2014, for an amount of **\$\$\$\$**, contract not to exceed **\$\$\$\$**; and

WHEREAS, the Sub-Recipient shall not proceed with the provision of any services beyond the twelve month period from March 1, 2013 through February 28, 2014 until the issuance of a Notice to Proceed/Award Letter by the Director of the Department of Child and Family Well-Being; and

WHEREAS, the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1995 requires that all Service Providers complete a formalized Business Associate Agreement to protect clients health information and insure the privacy of that information; and

NOW, THEREFORE, the Sub-Recipient agrees to provide services as set forth herein below.

PARTS:

This Agreement between the parties shall consist of the following parts:

- General Terms and Conditions
- Signature Page
- Sub-Recipient Award Letter
- Fiscal Year Service Plan
- Certification of Funds
- Certificate of Payment of Accounts
- Scope of Services (Exhibit A)
- Budgets (Line Item, Fringe Benefit Worksheet, Unit Cost & Allocation Table, Budget Forecast)
- Client Flow Chart
- Logic Model
- Articles of Incorporation/ Formation
- Business Associate Agreement (Exhibit B)
- NJ Business Registration Certificate- **For Profits Only**
- Disclosure Statement- **Non-Profits Only** *or* Stockholder Disclosure Statement- **For Profits Only**
- Hold Harmless Agreement
- Certificate of Insurance
- Additional Broad Endorsement
- Proof of Non-Profit Status- **Non-Profits Only**
- Certificate of Compliance with Charitable Registration – **Non Profits Only**
- Non-Collusion Affidavit
- Counterterrorism Agreement
- Certification regarding Tobacco Smoke
- Political Contribution Disclosure- **For Profits Only**
- Certification of Compliance/Pay to Play- **For Profits Only**
- Attachment A/Minority Status
- Summary of Funding Sources

DEFINITIONS:

The following words and terms shall be defined in the Agreement as follows:

"DCFWB" shall mean the Department of Child and Family Well-Being; the City of Newark; the Director of the Department of Child and Family Well-Being and/or any agency or officer duly authorized by the Director to act in his/her place in the execution of the scope of services as required by this Agreement.

"EMA" shall mean the Newark Eligible Metropolitan Area and specifically, includes the City of Newark, Essex County, Morris County, Sussex County, Union County and Warren County.

"Sub-Recipient" refers to the entity performing work under this Agreement and shall be interchangeably used with the word "contractor".

"Business Entity" as that word is used in the Pay To Play Notification and Prohibition on Contributions & Solicitations of Contributions, shall mean a for-profit entity that is a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or any other state or foreign jurisdiction.

"C.H.A.M.P." shall mean Comprehensive HIV/AIDS Management Program.

"Ryan White Eligible Services" shall mean medical, social, quality management, professional, and/or fiduciary services being provided by the Sub-Recipient which are eligible for reimbursement by the City of Newark pursuant to terms of the Ryan White HIV/AIDS Treatment Extension Act of 2009.

TIME OF PERFORMANCE:

The terms of this Agreement shall commence, March 1, 2013 and terminate February 28, 2014.

SCOPE OF SERVICES (Exhibit A):

The Sub-Recipient shall perform and provide Ryan White eligible services as set forth in the “Scope of Services,” which is attached hereto, incorporated by reference, and made a part of this Agreement.

Ryan White Part A Sub-Recipient Service Category Definitions		FY13 Funded
1	<p>PRIMARY MEDICAL CARE (<i>Outpatient/Ambulatory Medical Care</i>) Provision of professional diagnostic and therapeutic services rendered by a physician, physician’s assistant, clinical nurse specialist, nurse practitioner, or other health care professional who is certified in his or her jurisdiction to prescribe antiretroviral (ARV) therapy in an outpatient setting. These settings include clinics, medical offices, and mobile vans where clients generally do not stay overnight. Emergency room services are not considered outpatient settings. Services include diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, education and counseling on health issues, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care (includes all medical subspecialties). Primary medical care for the treatment of HIV infections includes the provision of care that is consistent with the PHS’s guidelines. Such care must include access to ARV and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination ARV therapies.</p>	✓
2	<p>EARLY INTERVENTION SERVICES (EIS) Counseling individuals with respect to HIV/AIDS; testing (including tests to confirm the presence of the disease, to diagnose the extent of immune deficiency, and to provide information on appropriate therapeutic measures); referrals; other clinical and diagnostic services regarding HIV/AIDS; periodic medical evaluations for individuals with HIV/AIDS; and provision of therapeutic measures.</p>	
3	<p>LOCAL AIDS PHARMACEUTICAL ASSISTANCE (APA, NOT ADAP) Local AIDS pharmaceutical assistance (APA, not ADAP) includes local pharmacy assistance programs to provide HIV/AIDS medications to clients. These organizations may or may not provide other services (e.g., primary care or case management) to the clients they serve through an RWHAP contract with their grantee. Programs are considered APAs if they provide HIV/AIDS medications to clients and meet all of the following criteria:</p> <ul style="list-style-type: none"> • Have a client enrollment process; • Have uniform benefits for all enrolled clients; • Have a record system for distributed medications; and • Have a drug distribution system. <p>As a result or component of a primary medical visit; Programs are not APAs if they dispense medications in one of the following situations:</p> <ul style="list-style-type: none"> • On an emergency basis (defined as a single occurrence of short duration); or • By giving vouchers to a client to procure medications. <p>Local APAs are similar to AIDS Drug Assistance Programs (ADAPs) in that they provide medications for the treatment of HIV disease. However, local APAs are not paid for with Part B funds “earmarked” for ADAP.</p>	
4	<p>ORAL HEALTH CARE Diagnostic, preventive, and therapeutic services provided by a dental health care professional licensed to provide health care in the State or jurisdiction, including general dental practitioners, dental specialists, and dental hygienists, as well as licensed and trained dental assistants.</p>	

5	<p>MENTAL HEALTH SERVICES</p> <p>Mental Health Services are psychological and psychiatric treatment and counseling services for individuals with a diagnosed mental illness. They are conducted in a group or individual setting, and provided by a mental health professional licensed or authorized within the State to render such services. Such professionals typically include psychiatrists, psychologists, and licensed clinical social workers. Mental Health provided to HIV-affected clients should be reported as psychosocial support services.</p>	
6	<p>MEDICAL NUTRITION THERAPY</p> <p>Medical nutrition therapy including nutritional supplements is provided by a licensed registered dietitian outside of a primary care visit. The provision of food may be provided pursuant to a physician's recommendation and a nutritional plan developed by a licensed, registered dietician. Nutritional services and nutritional supplements not provided by a licensed, registered dietician shall be considered a support service and be reported under psychosocial support services and food bank/home delivered meals respectively. Food not provided pursuant to a physician's recommendation and a nutritional plan developed by a licensed, registered dietician also shall be considered a support service and is reported under food bank/home delivered meals.</p>	
7	<p>MEDICAL CASE MANAGEMENT (including Treatment Adherence)</p> <p>Medical case management services are a range of client-centered services that link clients with healthcare, psychosocial, and other services provided by trained professionals, including both medically credentialed and other health care staff. The coordination and follow up of medical treatments are a component of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client and other key family members' needs and personal support systems. <i>Medical Case Managers must meet Newark EMA Standards of Care.</i> Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatment.</p> <p>Key activities include: (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) continuous client monitoring to assess the efficacy of the plan; and (5) periodic reevaluation and adaptation of the plan, at least every 6 months, as necessary over the life of the client. It includes client-specific advocacy and review of utilization of services. This includes all types of case management, including face-to-face, telephone, and any other forms of communication.</p>	
8	<p>SUBSTANCE ABUSE SERVICES (OUTPATIENT)</p> <p>Substance abuse services (outpatient) are medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol and/or legal and illegal drugs) in an outpatient setting by a physician or under the supervision of a physician, or by other qualified personnel. They include limited support of acupuncture services to HIV-positive clients provided the client has received a written referral from his or her primary health care provider and the service is provided by certified or licensed practitioners and/or programs, wherever State certification or licensure exists.</p>	
9	<p>HEALTH INSURANCE PREMIUM AND COST-SHARING ASSISTANCE</p> <p>The provision of financial assistance for eligible individuals living with HIV to maintain continuity of health insurance or to receive medical benefits under a health insurance program. This includes premium payments, risk pools, co-payments, and deductibles.</p>	
10	<p>CASE MANAGEMENT SERVICES (NON-MEDICAL)</p> <p>Case management services include advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Non-medical case management does not involve coordination and follow-up of medical treatments.</p>	

11	<p>EMERGENCY FINANCIAL ASSISTANCE (EFA)</p> <p>The provision of one-time or short-term payments to agencies or the establishment of voucher programs when other resources are not available to help with emergency expenses related to essential utilities, housing, food (including groceries, food vouchers, and food stamps), and medication. It is expected that all other sources of funding in the community for emergency assistance will be effectively utilized and that any allocation of Ryan White HIV/AIDS Program funds for these purposes will be the payer-of-last-resort, and for limited amounts, limited use and limited periods of time.</p> <p>Assistance with utilities is limited to the following:</p> <ul style="list-style-type: none"> • \$3,000.00 per individual/household annually • Three encounters per individual/household annually • Three months of unpaid utility charges per encounter <p><i>EFA payments that exceed these limits must have written approval from the Grantee.</i></p>	
12	<p>FOOD BANK/HOME-DELIVERED MEALS</p> <p>The provision of actual food or meals. It does not include finances to purchase food or meals, but may include vouchers to purchase food. The provision of essential household supplies, such as hygiene items and household cleaning supplies also should be included in this item. The provision of food and/or nutritional supplements by someone other than a registered dietician should be included in this item as well.</p>	
13	<p>HOUSING SERVICES</p> <p>Short-term assistance to support emergency, temporary, or transitional housing to enable an individual or family to gain or maintain medical care. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with them. Eligible housing can include both housing that does not provide direct medical or supportive services and housing that provides some type of medical or supportive services, such as residential substance abuse or mental health services, foster care, or assisted living residential services and housing that does not provide direct medical or supportive services but is essential for an individual or family to gain or maintain access to and compliance with HIV-related medical care and treatment.</p> <p>NOTE: (1) Housing funds cannot be in the form of direct cash payments to recipients for services and cannot be used for mortgage payments. (2) Short-term or emergency assistance is understood as transitional in nature and for the purposes of moving and maintaining an individual or family in a long-term, stable living situation. Therefore, such assistance cannot be permanent and must be accompanied by a strategy (housing plan) to identify, relocate, and/or ensure the individual or family is moved to, or capable of maintaining, a long-term, stable living situation.</p>	
14	<p>LEGAL SERVICES</p> <p>Services to individuals with respect to powers of attorney, do-not-resuscitate orders, and interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under the Ryan White HIV/AIDS Program. Note: Legal services to arrange for guardianship or adoption of children after the death of their primary caregiver should be reported as a permanency planning service.</p>	
15	<p>MEDICAL TRANSPORTATION SERVICES</p> <p>Conveyance services provided, directly or through a voucher, to a client to enable him or her to access health care services.</p>	
16	<p>OUTREACH SERVICES</p> <p>Programs that have as their principal purpose identification of people with unknown HIV disease or those who know their status (i.e., case finding) so that they may become aware of, and may be enrolled in, care and treatment services. Outreach services do not include HIV counseling and testing or HIV prevention education. Broad activities such as providing “leaflets at a subway stop” or “a poster at a bus shelter” or “tabling at a health fair” would not</p>	

	meet the intent of the law. These services may target high-risk communities or individuals. Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort; targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection; conducted at times and in places where there is a high probability of reaching individuals with HIV infection; and designed with quantified program reporting that will accommodate local effectiveness evaluation.	
17	RESPIRE CARE Community or home-based, non-medical assistance designed to relieve the primary caregiver responsible for providing day-to-day care of a client living with HIV/AIDS.	
18	SUBSTANCE ABUSE SERVICES (RESIDENTIAL) Treatment to address substance abuse problems (including alcohol and/or legal and illegal drugs) in a residential health service setting (short-term). They include limited support of acupuncture services to HIV positive clients provided the client has received a written referral from his or her primary health care provider and the service is provided by certified or licensed practitioners and/or programs, wherever State certification or licensure exists.	

Ryan White Part A Business Entity/ Vendor Specifications		FY13 Funded
***	Management Information System (MIS) Developers/Consultant- Vendor to maintain and expand current MIS services to the Newark Eligible Metropolitan Area (EMA) Ryan White program. Vendor must have experience working in the capacity of a MIS consultant and/or in software application development for a large municipality. A proprietary software license contract must be established prior to acquiring the rights to use, implement or develop the software currently being utilized, known as CHAMP (Comprehensive HIV/AIDS Management Program).	
** *	Clinical Quality Management - Vendor to provide Medical Case Management (MCM) training, which incorporates the Newark EMA case management/medical case management standards and the HAB HIV Core Clinical Performance Measures. Vendors must also develop two chart review tools, one each for medical care and medical case management, which incorporates data elements of the Newark EMA Standards of Care, US Public Health Services guidelines for the treatment of HIV disease and the HAB HIV Core Clinical Performance Measures. Vendor will complete chart reviews, analyze findings and develop reports of results.	
** *	Administrative Fiduciary Agent Services- Vendor to provide fiduciary services to the Newark Eligible Metropolitan Area (EMA) HIV Health Services Planning Council, including payroll maintenance, fiscal oversight and preparation of all necessary reports to the Grantee for reimbursement.	
** *	Grant Writing/ Quality Management Services- Vendor shall provide grant writing and quality management support for the Newark EMA Ryan White program, assess demonstrated need, assemble and complete extensive analysis of people living with HIV/AIDS in the service area, analyze data on service utilization and trends, attend federal and regional meetings to ensure application and grant related activities conform to current federal requirements.	

SPECIAL CONDITIONS:

1. Ryan White funding is Payor of Last Resort. Grant dollars cannot be used to supplant existing resources.
2. Client eligibility recertification is required every six months and must include verification of HIV positive status, income (\leq 500% of Federal Poverty Level), residency and medical necessity.
3. All Sub-Recipient personnel funded through this Agreement to provide case management and/or medical case management shall participate in a minimum of 16 - 32 hours of medical case management training sponsored by the University of Medicine and Dentistry/ New Jersey AIDS Education and Training Center.
4. Sub-Recipient's Program Director(s) and/or designated contact person shall attend all technical assistance meetings as sponsored by DCFWB.
5. Sub-Recipient shall adhere to training, data collection and reporting requirements pursuant to C.H.A.M.P.
6. All hardware and software provided by DCFWB to Sub-Recipient shall remain the property of DCFWB.
7. Sub-Recipient agrees to execute and comply with all terms and conditions of the Business Associate Agreement, which is attached hereto, incorporated by reference, and made a part of this Agreement, in accordance with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1995.
8. Sub-Recipient agrees not to proceed with any Ryan White eligible services beyond the twelve month period of March 1, 2013 through February 28, 2014, without a written Notice to Proceed/Award Letter from DCFWB.
9. DCFWB reserves the right to amend and extend the contract period, subject to the receipt of additional funding from the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA).

UNALLOWABLE COSTS:

Part A funds may not be used for the following activities:

1. To purchase or improve land, or to purchase, construct, or permanently improve any building or other facility (other than minor remodeling)

2. Cash payments to service recipients. **Note:** A cash payment is the use of some form of currency (paper or coins).
3. To develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.
4. To purchase vehicles without written Grants Management Officer (GMO) approval
5. For non-targeted marketing promotions or advertising about HIV services that target the general public (poster campaigns for display on public transit, TV or radio public service announcements, etc.).
6. For Broad-scope awareness activities about HIV services that target the general public.
7. For outreach activities that have HIV prevention education as their exclusive purpose.
8. For influencing or attempting to influence members of Congress and other Federal personnel.
9. For foreign travel.

COMPENSATION AND METHOD OF PAYMENT:

1. Monies paid to the Sub-Recipient shall not exceed \$\$\$\$.
2. Sub-Recipient shall submit to the DCFWB one (1) original and two (2) copies of the CHAMP, fiscal and programmatic status report (also known as request for payment).
3. Said reports shall be received no later than the fifteenth (15th) business day of each month and shall be in the format prescribed by DCFWB.
4. All request for payments are subject to review and verification.
5. All requests for payments must be submitted with the appropriate supporting documents for reimbursement of program expenses.
6. Upon verification and confirmation of the request for payment, funds shall be disbursed upon approval of DCFWB.
7. Pursuant to N.J.S.A. 40A:5-16 et seq., there shall be no advance payments.

REALLOCATION:

1. DCFWB reserves the right to reallocate funds if Sub-Recipient fails to satisfy the levels of services required by the Agreement, as more fully set forth in the scope of services, which are incorporated by reference and are intended to constitute additional terms and conditions of this Agreement.

2. In the event funds are reduced Sub-Recipient shall be notified by DCFWB within ten (10) business days prior to reduction of funds.
3. Reduced funds shall be re-distributed by the City of Newark in accordance with the provisions set forth in the Ryan White HIV/AIDS Treatment Extension Act of 2009 and the recommendations of the Newark EMA Health Services Planning Council.

REQUIRED INSURANCE

1. General Requirements: The Sub-Recipient shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Sub-Recipient, its agents, employees, representatives, assigns or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission and shall be up to the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. Primary Insurance: The Sub-Recipient's insurance coverage shall be primary insurance as respect to the City of Newark, its officers, officials, employees and volunteers shall apply separately to each project or location. Any insurance or self-insurance maintained by the City of Newark, its officers, officials, employees or volunteers shall be excess of the Sub-Recipient's insurance and shall not contribute with it.
3. Additionally Insured Status: The City of Newark is to be additional insured for liability arising out of activities performed by or on behalf of the Sub-Recipient. This can be achieved by A and B, below:
 - a. The following language on the face of the insurance certificate:
The City of Newark is included as additional insured.
 - b. Provide the City with a copy of the Additional Insured Broad Endorsement Form.
4. Certificate of Insurance/Endorsements: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage must be supplied to the City of Newark. The Sub-Recipient must notify the City of Newark immediately, of any material change in insurance coverage, such as changes in limits, coverage's, change in status of policy, etc. The City of Newark reserves the right to require complete copies of insurance policies at all times.

Workers Compensation Insurance:

The Sub-Recipient shall procure and maintain during the life of this Agreement, Workmen’s Compensation Insurance in the statutory amounts pursuant to N.J.S.A. 34:15-1, et seq. and Employers’ Liability with minimum limits of \$500,000.00 each accident/\$500,000.00 policy limit by disease/\$100,000 bodily injury each employee.

Amounts:

All insurance shall be written for up to the following limits of liability.

General Liability Insurance:	\$1,000,000.00 per occurrence \$2,000,000.00 aggregate
Commercial Liability Insurance:	\$1,000,000.00 per occurrence \$2,000,000.00 aggregate

HOLD HARMLESS INDEMNIFICATION:

1. To the fullest extent permitted by law, the Sub-Recipient shall, at its sole cost and expense, indemnify, defend and satisfy all judgments, and hold the City of Newark, including its elected officials and directors, trustees, officers, employees, agents, servants and representatives, harmless from and against any and all claims, actions judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney’s fees and worker’s compensation benefits arising out of or resulting from the performance of this Agreement, providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or omission of the Sub-Recipient or any person employed by it.
2. The Sub-Recipient has agreed to execute a Hold Harmless Agreement prescribed by the City of Newark, which is incorporated by reference and made part of this Agreement.
3. The Sub-Recipient further agrees that their failure to execute a Hold Harmless Agreement is not a waiver by the City of Newark.

RISK ASSESSOR:

1. Any and all insurance issues presented by a Sub-Recipient shall be reviewed by the Risk Assessor for final determination.

PROGRAM INCOME:

1. The Sub-Recipient under this Agreement shall in accordance with 45 CFR part 74 Subpart F, 45 CFR part 92.25, account for program income related to projects financed in whole or in part with federal funds.
2. Sliding Fee Scales must be based on current Federal Poverty Levels (FPL) and include the following:
 - No charges imposed on clients with income below 100% of the FPL.
 - Charges to clients with incomes greater than 100% of poverty must be based on a discounted fee schedule and a sliding fee scale.
 - Cap on total annual charges for Ryan White services based on percent of patient's annual income, as follows:
 - 5% for patients with incomes between 100% and 200% of FPL
 - 7% for patients with incomes between 200% and 300% of FPL
 - 10% for patients with incomes greater than 300% of FPL
3. All program income earned during the projected period shall be retained by the Sub-Recipient and added to funds committed to the project by the federal sponsoring agency and be used to further eligible program objectives.

SUBCONTRACTS:

Sub-Recipient must request and obtain written approval from DCFWB in the event the Sub-Recipient seeks to substitute one sub-contract for another and/or to enter into a service agreement with a sub-contractor not previously named in this Agreement.

RECORD KEEPING AND REPORTING:

1. The Sub-Recipients shall comply with all circulars and procedures on RECORD KEEPING, reporting and monitoring, pursuant to the "Part A HIV Emergency Relief Grant Program".
 - 45 CFR Part 74, Subpart D,I,J, & P
 - 45 CFR Part 92.6, 92.40, & 92.42
2. The Sub-Recipient agrees that files and documents related to the grant, including but not limited to ledgers and records, are subject to review by DCFWB with or without written notice.
3. In addition, DCFWB reserves the right to perform on-site inspections which may also include a review of all documents pertaining to this Agreement or monitoring of on- site activities regarding this Agreement.
4. Monitoring may include interviews with staff of the Sub-Recipient and client's whose permission shall be obtained beforehand.

WAIVER AND AMENDMENT:

Except for the reallocation of grant funds, all other provisions of this Agreement may be waived or amended in writing and signed by the parties duly authorized to execute this contract, subject to the approval of the Newark Municipal Council by resolution.

EVALUATION:

1. Within forty-five days of the close of the contract period, the Sub-Recipient's performance under the terms of this Agreement will be evaluated by the DCFWB as mandated in 45 CFR Part 74, Subject J and 45 CFR 92.40 Monitoring and Reporting of Program Performance and in accordance with the provisions of the Ryan White HIV/AIDS Treatment Modernization Act of 2009.
2. The criteria used for measuring the level of achievement will consist of a review of implementing documents, amendments, client level data, existing audits, and reports of program activity, along with examination of all financial transactions and a comparison of activities to basic work programs.

SEVERABILITY:

In the event any portion of this Agreement is held to be illegal, void or unenforceable, the remaining provisions or portions of this Agreement shall not be affected.

TERMINATION:

1. Termination for Lack of Funds: It is agreed by both parties that this Agreement is contingent upon the availability of funds to the City of Newark.
2. In the event federal funds are not available to fund this Agreement, the DCFWB may terminate this Agreement upon written notice to the Sub-Recipient.
3. In the event of the termination of this Agreement, all documents, data, studies and reports prepared by Sub-Recipient shall be completed to date of termination and shall become the property of DCFWB.
4. Sub-Recipient shall be compensated for services rendered up to termination date.
5. Termination for Convenience: The Mayor, Business Administrator, or Director of the Department of Child and Family Well-Being may terminate this Agreement without cause upon thirty (30) days written notice to the Sub-Recipient, as permitted by law.
6. Termination of Contract for Cause: This contract is cancelable upon the sole discretion of the City of Newark, Department of Child and Family Well-Being.
7. In the case of termination for cause, the Contractor shall not be relieved of liability to the City for the damages sustained by virtue of any breach of this Agreement by the Contractor and the City may withhold payments to the Contractor for the purpose of set-off until such a time as the exact amount of damages is determined.
8. In the event of termination due to breach by the Contractor, all finished or unfinished documents, data and reports prepared by the Contractor in connection with this project shall, at the option of the City, become the property of the City. The Contractor under this Contract shall be entitled to receive just and equitable compensation, at the rate herein set forth, for any work satisfactorily completed under the provisions of the Agreement.

APPLICABLE LAWS:

The Sub-Recipient agrees that in performing this Agreement, it shall obey, abide and comply with the laws of the State of New Jersey, all applicable local, public contract laws, regulations, ordinances and codes of the Federal, State and Local governments, including but not limited to all new U.S. Department of Housing and Urban Development Regulations on Lead-Based Paint Hazards in Federally Owned Housing and Housing Receiving Federal Assistance.

ASSIGNMENT:

Sub-Recipient agrees not to assign this Agreement or any monies due hereunder without prior written approval from DCFWB.

AUDIT:

Sub-Recipient shall submit annual audit reports of OMB Circular #A-133, "Audits of Institution of Higher Education and other Non-Profit Institutions" and OMB Circular #A-128, "Audits of State and Local Governments."

PAY TO PLAY NOTIFICATION:

Business Entity is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c271, s.3) if the Business Entity receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the Business Entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or www.elec.state.nj.us.

PROHIBITION ON CONTRIBUTIONS & SOLICIATIONS OF CONTRIBUTIONS:

By executing this Agreement, the Business Entity certifies that it has neither made nor will make a prohibited contribution in violation of any applicable federal or state laws, or City ordinances, including but not limited to, the Executive Order on Pay to Play Reform (MEO-07-001), as may be amended from time to time. Any such failure to comply shall constitute a breach of the Agreement.

COMPLIANCE WITH AIR AND WATER ACTS:

This Agreement is subject to the requirement of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, 40 CFR Part 15, as amended from time to time.

COMPLIANCE WITH HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996

This Agreement is subject to the requirements of the Health Insurance Portability Act, hereinafter HIPAA, 45 CFR Sec.160 et seq. The Sub-Recipient understands that in the course of providing services they will create, receive and/or have access to protected health information and to that degree must be in compliance with HIPAA.

NOTICE PROVISION:

The addresses given below shall be that of representative parties to who all notices and reports required by this Agreement shall be sent by mail:

(Grantor)

(Sub-Recipient)

**City of Newark
Department of Child and Family Well-Being
Ryan White Unit, Room 209
110 William Street
Newark, New Jersey 07102**

**xxx
xxxxx
xxxxxxx**

**City of Newark
Office of the City Clerk
920 Broad Street
Room 415A
Newark, NJ 07102**

[SIGNATURE PAGE FOLLOWS]

ATTACHMENT I: FY'2013 RW AGREEMENT (VENDORS)

**RYAN WHITE PART A EMERGENCY RELIEF GRANT PROGRAM
AGREEMENT
GENERAL TERMS AND CONDITIONS**

This AGREEMENT, entered into March 1, 2013 by and between the Department of Child and Family Well-Being (hereinafter referred to as DCFWB) and **Name & Address of Provider** (hereinafter referred to as the "Business Entity"), for the purpose of providing Ryan White eligible services for the Newark Eligible Metropolitan Area, specifically Essex County, Union County, Morris County, Sussex County, and Warren County (hereinafter referred to as the EMA).

WITNESSETH

WHEREAS, the City of Newark has received approval for grant funding under Part A of the HIV Emergency Relief Grant Program through the Ryan White HIV/AIDS Treatment Extension Act of 2009, for assistance in rendering Ryan White Part A/F services to individuals and families infected and affected by HIV/AIDS in the EMA as authorized by the Newark Municipal Council pursuant to Resolution #**7R2xxxxxx**; and

WHEREAS, the City of Newark Department of Child and Family Well-Being desires to enter into an Agreement with the Business Entity to provide Ryan White eligible services to the Newark EMA, which is more specifically described in the "Scope of Services" attached hereto and made a part hereof, for the period commencing on March 1, 2013 and terminating on February 28, 2014, for an amount of **\$\$\$\$**, contract not to exceed **\$\$\$\$**; and

WHEREAS, the Business Entity shall not proceed with the provision of any services beyond the twelve month period from March 1, 2013 through February 28, 2014 until the issuance of a Notice to Proceed/Award Letter by the Director of the Department of Child and Family Well-Being; and

WHEREAS, the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1995 requires that all Service Providers complete a formalized Business Associate Agreement to protect clients health information and insure the privacy of that information; and

NOW, THEREFORE, the Business Entity agrees to provide services as set forth herein below.

PARTS:

This Agreement between the parties shall consist of the following parts:

- General Terms and Conditions
- Signature Page
- Business Entity Award Letter
- Fiscal Year Service Plan
- Certification of Funds
- Certificate of Payment of Accounts
- Scope of Services (Exhibit A)
- Budgets (Line Item, Fringe Benefit Worksheet, Unit Cost & Allocation Table, Budget Forecast)
- Client Flow Chart
- Logic Model
- Articles of Incorporation/ Formation
- Business Associate Agreement (Exhibit B)
- NJ Business Registration Certificate- **For Profits Only**
- Disclosure Statement- **Non-Profits Only** *or* Stockholder Disclosure Statement- **For Profits Only**
- Hold Harmless Agreement
- Certificate of Insurance
- Additional Broad Endorsement
- Proof of Non-Profit Status- **Non-Profits Only**
- Certificate of Compliance with Charitable Registration – **Non Profits Only**
- Non-Collusion Affidavit
- Counterterrorism Agreement
- Certification regarding Tobacco Smoke
- Political Contribution Disclosure- **For Profits Only**
- Certification of Compliance/Pay to Play- **For Profits Only**
- Attachment A/Minority Status
- Summary of Funding Sources

DEFINITIONS:

The following words and terms shall be defined in the Agreement as follows:

"DCFWB" shall mean the Department of Child and Family Well-Being; the City of Newark; the Director of the Department of Child and Family Well-Being and/or any agency or officer duly authorized by the Director to act in his/her place in the execution of the scope of services as required by this Agreement.

"EMA" shall mean the Newark Eligible Metropolitan Area and specifically, includes the City of Newark, Essex County, Morris County, Sussex County, Union County and Warren County.

"Sub-Recipient" refers to the entity performing work under this Agreement and shall be interchangeably used with the word "contractor".

"Business Entity" as that word is used in the Pay To Play Notification and Prohibition on Contributions & Solicitations of Contributions, shall mean a for-profit entity that is a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or any other state or foreign jurisdiction.

"C.H.A.M.P." shall mean Comprehensive HIV/AIDS Management Program.

"Ryan White Eligible Services" shall mean medical, social, quality management, professional, and/or fiduciary services being provided by the Business Entity which are eligible for reimbursement by the City of Newark pursuant to terms of the Ryan White HIV/AIDS Treatment Extension Act of 2009.

TIME OF PERFORMANCE:

The terms of this Agreement shall commence, March 1, 2013 and terminate February 28, 2014.

SCOPE OF SERVICES (Exhibit A):

The Business Entity shall perform and provide Ryan White eligible services as set forth in the “Scope of Services,” which is attached hereto, incorporated by reference, and made a part of this Agreement.

Ryan White Part A Sub-Recipient Service Category Definitions	FY13 Funded
<p>1 PRIMARY MEDICAL CARE (<i>Outpatient/Ambulatory Medical Care</i>) Provision of professional diagnostic and therapeutic services rendered by a physician, physician’s assistant, clinical nurse specialist, nurse practitioner, or other health care professional who is certified in his or her jurisdiction to prescribe antiretroviral (ARV) therapy in an outpatient setting. These settings include clinics, medical offices, and mobile vans where clients generally do not stay overnight. Emergency room services are not considered outpatient settings. Services include diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, education and counseling on health issues, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care (includes all medical subspecialties). Primary medical care for the treatment of HIV infections includes the provision of care that is consistent with the PHS’s guidelines. Such care must include access to ARV and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination ARV therapies.</p>	
<p>2 EARLY INTERVENTION SERVICES (EIS) Counseling individuals with respect to HIV/AIDS; testing (including tests to confirm the presence of the disease, to diagnose the extent of immune deficiency, and to provide information on appropriate therapeutic measures); referrals; other clinical and diagnostic services regarding HIV/AIDS; periodic medical evaluations for individuals with HIV/AIDS; and provision of therapeutic measures.</p>	
<p>3 LOCAL AIDS PHARMACEUTICAL ASSISTANCE (APA, NOT ADAP) Local AIDS pharmaceutical assistance (APA, not ADAP) includes local pharmacy assistance programs to provide HIV/AIDS medications to clients. These organizations may or may not provide other services (e.g., primary care or case management) to the clients they serve through an RWHAP contract with their grantee. Programs are considered APAs if they provide HIV/AIDS medications to clients and meet all of the following criteria:</p> <ul style="list-style-type: none"> • Have a client enrollment process; • Have uniform benefits for all enrolled clients; • Have a record system for distributed medications; and • Have a drug distribution system. <p>• As a result or component of a primary medical visit; Programs are not APAs if they dispense medications in one of the following situations:</p> <ul style="list-style-type: none"> • On an emergency basis (defined as a single occurrence of short duration); or • By giving vouchers to a client to procure medications. <p>Local APAs are similar to AIDS Drug Assistance Programs (ADAPs) in that they provide medications for the treatment of HIV disease. However, local APAs are not paid for with Part B funds “earmarked” for ADAP.</p>	
<p>4 ORAL HEALTH CARE Diagnostic, preventive, and therapeutic services provided by a dental health care professional licensed to provide health care in the State or jurisdiction, including general dental practitioners, dental specialists, and dental hygienists, as well as licensed and trained dental assistants.</p>	

5	<p>MENTAL HEALTH SERVICES</p> <p>Mental Health Services are psychological and psychiatric treatment and counseling services for individuals with a diagnosed mental illness. They are conducted in a group or individual setting, and provided by a mental health professional licensed or authorized within the State to render such services. Such professionals typically include psychiatrists, psychologists, and licensed clinical social workers. Mental Health provided to HIV-affected clients should be reported as psychosocial support services.</p>	
6	<p>MEDICAL NUTRITION THERAPY</p> <p>Medical nutrition therapy including nutritional supplements is provided by a licensed registered dietitian outside of a primary care visit. The provision of food may be provided pursuant to a physician's recommendation and a nutritional plan developed by a licensed, registered dietitian. Nutritional services and nutritional supplements not provided by a licensed, registered dietitian shall be considered a support service and be reported under psychosocial support services and food bank/home delivered meals respectively. Food not provided pursuant to a physician's recommendation and a nutritional plan developed by a licensed, registered dietitian also shall be considered a support service and is reported under food bank/home delivered meals.</p>	
7	<p>MEDICAL CASE MANAGEMENT (including Treatment Adherence)</p> <p>Medical case management services are a range of client-centered services that link clients with healthcare, psychosocial, and other services provided by trained professionals, including both medically credentialed and other health care staff. The coordination and follow up of medical treatments are a component of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client and other key family members' needs and personal support systems. <i>Medical Case Managers must meet Newark EMA Standards of Care.</i> Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatment.</p> <p>Key activities include: (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) continuous client monitoring to assess the efficacy of the plan; and (5) periodic reevaluation and adaptation of the plan, at least every 6 months, as necessary over the life of the client. It includes client-specific advocacy and review of utilization of services. This includes all types of case management, including face-to-face, telephone, and any other forms of communication.</p>	
8	<p>SUBSTANCE ABUSE SERVICES (OUTPATIENT)</p> <p>Substance abuse services (outpatient) are medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol and/or legal and illegal drugs) in an outpatient setting by a physician or under the supervision of a physician, or by other qualified personnel. They include limited support of acupuncture services to HIV-positive clients provided the client has received a written referral from his or her primary health care provider and the service is provided by certified or licensed practitioners and/or programs, wherever State certification or licensure exists.</p>	
9	<p>HEALTH INSURANCE PREMIUM AND COST-SHARING ASSISTANCE</p> <p>The provision of financial assistance for eligible individuals living with HIV to maintain continuity of health insurance or to receive medical benefits under a health insurance program. This includes premium payments, risk pools, co-payments, and deductibles.</p>	
10	<p>CASE MANAGEMENT SERVICES (NON-MEDICAL)</p> <p>Case management services include advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Non-medical case management does not involve coordination and follow-up of medical treatments.</p>	

11	<p>EMERGENCY FINANCIAL ASSISTANCE (EFA)</p> <p>The provision of one-time or short-term payments to agencies or the establishment of voucher programs when other resources are not available to help with emergency expenses related to essential utilities, housing, food (including groceries, food vouchers, and food stamps), and medication. It is expected that all other sources of funding in the community for emergency assistance will be effectively utilized and that any allocation of Ryan White HIV/AIDS Program funds for these purposes will be the payer-of-last-resort, and for limited amounts, limited use and limited periods of time.</p> <p>Assistance with utilities is limited to the following:</p> <ul style="list-style-type: none"> • \$3,000.00 per individual/household annually • Three encounters per individual/household annually • Three months of unpaid utility charges per encounter <p><i>EFA payments that exceed these limits must have written approval from the Grantee.</i></p>	
12	<p>FOOD BANK/HOME-DELIVERED MEALS</p> <p>The provision of actual food or meals. It does not include finances to purchase food or meals, but may include vouchers to purchase food. The provision of essential household supplies, such as hygiene items and household cleaning supplies also should be included in this item. The provision of food and/or nutritional supplements by someone other than a registered dietician should be included in this item as well.</p>	
13	<p>HOUSING SERVICES</p> <p>Short-term assistance to support emergency, temporary, or transitional housing to enable an individual or family to gain or maintain medical care. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with them. Eligible housing can include both housing that does not provide direct medical or supportive services and housing that provides some type of medical or supportive services, such as residential substance abuse or mental health services, foster care, or assisted living residential services and housing that does not provide direct medical or supportive services but is essential for an individual or family to gain or maintain access to and compliance with HIV-related medical care and treatment.</p> <p>NOTE: (1) Housing funds cannot be in the form of direct cash payments to recipients for services and cannot be used for mortgage payments. (2) Short-term or emergency assistance is understood as transitional in nature and for the purposes of moving and maintaining an individual or family in a long-term, stable living situation. Therefore, such assistance cannot be permanent and must be accompanied by a strategy (housing plan) to identify, relocate, and/or ensure the individual or family is moved to, or capable of maintaining, a long-term, stable living situation.</p>	
14	<p>LEGAL SERVICES</p> <p>Services to individuals with respect to powers of attorney, do-not-resuscitate orders, and interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under the Ryan White HIV/AIDS Program. Note: Legal services to arrange for guardianship or adoption of children after the death of their primary caregiver should be reported as a permanency planning service.</p>	
15	<p>MEDICAL TRANSPORTATION SERVICES</p> <p>Conveyance services provided, directly or through a voucher, to a client to enable him or her to access health care services.</p>	
16	<p>OUTREACH SERVICES</p> <p>Programs that have as their principal purpose identification of people with unknown HIV disease or those who know their status (i.e., case finding) so that they may become aware of, and may be enrolled in, care and treatment services. Outreach services do not include HIV counseling and testing or HIV prevention education. Broad activities such as providing “leaflets at a subway stop” or “a poster at a bus shelter” or “tabling at a health fair” would not</p>	

	meet the intent of the law. These services may target high-risk communities or individuals. Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort; targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection; conducted at times and in places where there is a high probability of reaching individuals with HIV infection; and designed with quantified program reporting that will accommodate local effectiveness evaluation.	
17	RESPIRE CARE Community or home-based, non-medical assistance designed to relieve the primary caregiver responsible for providing day-to-day care of a client living with HIV/AIDS.	
18	SUBSTANCE ABUSE SERVICES (RESIDENTIAL) Treatment to address substance abuse problems (including alcohol and/or legal and illegal drugs) in a residential health service setting (short-term). They include limited support of acupuncture services to HIV positive clients provided the client has received a written referral from his or her primary health care provider and the service is provided by certified or licensed practitioners and/or programs, wherever State certification or licensure exists.	

Ryan White Part A Business Entity/ Vendor Specifications		FY13 Funded
***	Management Information System (MIS) Developers/Consultant- Vendor to maintain and expand current MIS services to the Newark Eligible Metropolitan Area (EMA) Ryan White program. Vendor must have experience working in the capacity of a MIS consultant and/or in software application development for a large municipality. A proprietary software license contract must be established prior to acquiring the rights to use, implement or develop the software currently being utilized, known as CHAMP (Comprehensive HIV/AIDS Management Program).	✓
** *	Clinical Quality Management - Vendor to provide Medical Case Management (MCM) training, which incorporates the Newark EMA case management/medical case management standards and the HAB HIV Core Clinical Performance Measures. Vendors must also develop two chart review tools, one each for medical care and medical case management, which incorporates data elements of the Newark EMA Standards of Care, US Public Health Services guidelines for the treatment of HIV disease and the HAB HIV Core Clinical Performance Measures. Vendor will complete chart reviews, analyze findings and develop reports of results.	
** *	Administrative Fiduciary Agent Services- Vendor to provide fiduciary services to the Newark Eligible Metropolitan Area (EMA) HIV Health Services Planning Council, including payroll maintenance, fiscal oversight and preparation of all necessary reports to the Grantee for reimbursement.	
** *	Grant Writing/ Quality Management Services- Vendor shall provide grant writing and quality management support for the Newark EMA Ryan White program, assess demonstrated need, assemble and complete extensive analysis of people living with HIV/AIDS in the service area, analyze data on service utilization and trends, attend federal and regional meetings to ensure application and grant related activities conform to current federal requirements.	

SPECIAL CONDITIONS:

1. Ryan White funding is Payor of Last Resort. Grant dollars cannot be used to supplant existing resources.
2. Client eligibility recertification is required every six months and must include verification of HIV positive status, income (\leq 500% of Federal Poverty Level), residency and medical necessity.
3. All Business Entity personnel funded through this Agreement to provide case management and/or medical case management shall participate in a minimum of 16 - 32 hours of medical case management training sponsored by the University of Medicine and Dentistry/ New Jersey AIDS Education and Training Center.
4. Business Entity's Program Director(s) and/or designated contact person shall attend all technical assistance meetings as sponsored by DCFWB.
5. Business Entity shall adhere to training, data collection and reporting requirements pursuant to C.H.A.M.P.
6. All hardware and software provided by DCFWB to Business Entity shall remain the property of DCFWB.
7. Business Entity agrees to execute and comply with all terms and conditions of the Business Associate Agreement, which is attached hereto, incorporated by reference, and made a part of this Agreement, in accordance with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1995.
8. Business Entity agrees not to proceed with any Ryan White eligible services beyond the twelve month period of March 1, 2013 through February 28, 2014, without a written Notice to Proceed/Award Letter from DCFWB.
9. DCFWB reserves the right to amend and extend the contract period, subject to the receipt of additional funding from the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA).

UNALLOWABLE COSTS:

Part A funds may not be used for the following activities:

1. To purchase or improve land, or to purchase, construct, or permanently improve any building or other facility (other than minor remodeling)

2. Cash payments to service recipients. *Note:* A cash payment is the use of some form of currency (paper or coins).
3. To develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.
4. To purchase vehicles without written Grants Management Officer (GMO) approval
5. For non-targeted marketing promotions or advertising about HIV services that target the general public (poster campaigns for display on public transit, TV or radio public service announcements, etc.).
6. For Broad-scope awareness activities about HIV services that target the general public.
7. For outreach activities that have HIV prevention education as their exclusive purpose.
8. For influencing or attempting to influence members of Congress and other Federal personnel.
9. For foreign travel.

COMPENSATION AND METHOD OF PAYMENT:

1. Monies paid to the Business Entity shall not exceed \$\$\$\$.
2. Business Entity shall submit to the DCFWB one (1) original and two (2) copies of the CHAMP, fiscal and programmatic status report (also known as request for payment).
3. Said reports shall be received no later than the fifteenth (15th) business day of each month and shall be in the format prescribed by DCFWB.
4. All request for payments are subject to review and verification.
5. All requests for payments must be submitted with the appropriate supporting documents for reimbursement of program expenses.
6. Upon verification and confirmation of the request for payment, funds shall be disbursed upon approval of DCFWB.
7. Pursuant to N.J.S.A. 40A:5-16 et seq., there shall be no advance payments.

REALLOCATION:

1. DCFWB reserves the right to reallocate funds if Business Entity fails to satisfy the levels of services required by the Agreement, as more fully set forth in the scope of services, which are incorporated by reference and are intended to constitute additional terms and conditions of this Agreement.

2. In the event funds are reduced Business Entity shall be notified by DCFWB within ten (10) business days prior to reduction of funds.
3. Reduced funds shall be re-distributed by the City of Newark in accordance with the provisions set forth in the Ryan White HIV/AIDS Treatment Extension Act of 2009 and the recommendations of the Newark EMA Health Services Planning Council.

REQUIRED INSURANCE

1. **General Requirements:** The Business Entity shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Business Entity, its agents, employees, representatives, assigns or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission and shall be up to the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. **Primary Insurance:** The Business Entity's insurance coverage shall be primary insurance as respect to the City of Newark, its officers, officials, employees and volunteers shall apply separately to each project or location. Any insurance or self-insurance maintained by the City of Newark, its officers, officials, employees or volunteers shall be excess of the Business Entity's insurance and shall not contribute with it.
3. **Additionally Insured Status:** The City of Newark is to be additional insured for liability arising out of activities performed by or on behalf of the Business Entity. This can be achieved by A and B, below:
 - a. The following language on the face of the insurance certificate:
The City of Newark is included as additional insured.
 - b. Provide the City with a copy of the Additional Insured Broad Endorsement Form.
4. **Certificate of Insurance/Endorsements:** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage must be supplied to the City of Newark. The Business Entity must notify the City of Newark immediately, of any material change in insurance coverage, such as changes in limits, coverage's, change in status of policy, etc. The City of Newark reserves the right to require complete copies of insurance policies at all times.

Workers Compensation Insurance:

The Business Entity shall procure and maintain during the life of this Agreement, Workmen’s Compensation Insurance in the statutory amounts pursuant to N.J.S.A. 34:15-1, et seq. and Employers’ Liability with minimum limits of \$500,000.00 each accident/\$500,000.00 policy limit by disease/\$100,000 bodily injury each employee.

Amounts:

All insurance shall be written for up to the following limits of liability.

General Liability Insurance:	\$1,000,000.00 per occurrence \$2,000,000.00 aggregate
Commercial Liability Insurance:	\$1,000,000.00 per occurrence \$2,000,000.00 aggregate

HOLD HARMLESS/INDEMNIFICATION:

1. To the fullest extent permitted by law, the Business Entity shall, at its sole cost and expense, indemnify, defend and satisfy all judgments, and hold the City of Newark, including its elected officials and directors, trustees, officers, employees, agents, servants and representatives, harmless from and against any and all claims, actions judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney’s fees and worker’s compensation benefits arising out of or resulting from the performance of this Agreement, providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or omission of the Business Entity or any person employed by it.
2. The Business Entity has agreed to execute a Hold Harmless Agreement prescribed by the City of Newark, which is incorporated by reference and made part of this Agreement.
3. The Business Entity further agrees that their failure to execute a Hold Harmless Agreement is not a waiver by the City of Newark.

RISK ASSESSOR:

1. Any and all insurance issues presented by a Business Entity shall be reviewed by the Risk Assessor for final determination.

PROGRAM INCOME:

1. The Sub-Recipient under this Agreement shall in accordance with 45 CFR part 74 Subpart F, 45 CFR part 92.25, account for program income related to projects financed in whole or in part with federal funds.
2. Sliding Fee Scales must be based on current Federal Poverty Levels (FPL) and include the following:
 - No charges imposed on clients with income below 100% of the FPL.
 - Charges to clients with incomes greater than 100% of poverty must be based on a discounted fee schedule and a sliding fee scale.
 - Cap on total annual charges for Ryan White services based on percent of patient's annual income, as follows:
 - 5% for patients with incomes between 100% and 200% of FPL
 - 7% for patients with incomes between 200% and 300% of FPL
 - 10% for patients with incomes greater than 300% of FPL
3. All program income earned during the projected period shall be retained by the Sub-Recipient and added to funds committed to the project by the federal sponsoring agency and be used to further eligible program objectives.

SUBCONTRACTS:

Sub-Recipient must request and obtain written approval from DCFWB in the event the Sub-Recipient seeks to substitute one sub-contract for another and/or to enter into a service agreement with a sub-contractor not previously named in this Agreement.

RECORD KEEPING AND REPORTING:

1. The Sub-Recipients shall comply with all circulars and procedures on RECORD KEEPING, reporting and monitoring, pursuant to the "Part A HIV Emergency Relief Grant Program".
 - 45 CFR Part 74, Subpart D,I,J, & P
 - 45 CFR Part 92.6, 92.40, & 92.42
2. The Sub-Recipient agrees that files and documents related to the grant, including but not limited to ledgers and records, are subject to review by DCFWB with or without written notice.
3. In addition, DCFWB reserves the right to perform on-site inspections which may also include a review of all documents pertaining to this Agreement or monitoring of on- site activities regarding this Agreement.
4. Monitoring may include interviews with staff of the Sub-Recipient and client's whose permission shall be obtained beforehand.

WAIVER AND AMENDMENT:

Except for the reallocation of grant funds, all other provisions of this Agreement may be waived or amended in writing and signed by the parties duly authorized to execute this contract, subject to the approval of the Newark Municipal Council by resolution.

EVALUATION:

1. Within forty-five days of the close of the contract period, the Sub-Recipient's performance under the terms of this Agreement will be evaluated by the DCFWB as mandated in 45 CFR Part 74, Subject J and 45 CFR 92.40 Monitoring and Reporting of Program Performance and in accordance with the provisions of the Ryan White HIV/AIDS Treatment Modernization Act of 2009.
2. The criteria used for measuring the level of achievement will consist of a review of implementing documents, amendments, client level data, existing audits, and reports of program activity, along with examination of all financial transactions and a comparison of activities to basic work programs.

SEVERABILITY:

In the event any portion of this Agreement is held to be illegal, void or unenforceable, the remaining provisions or portions of this Agreement shall not be affected.

TERMINATION:

1. Termination for Lack of Funds: It is agreed by both parties that this Agreement is contingent upon the availability of funds to the City of Newark.
2. In the event federal funds are not available to fund this Agreement, the DCFWB may terminate this Agreement upon written notice to the Business Entity.
3. In the event of the termination of this Agreement, all documents, data, studies and reports prepared by Business Entity shall be completed to date of termination and shall become the property of DCFWB.
4. Business Entity shall be compensated for services rendered up to termination date.
5. Termination for Convenience: The Mayor, Business Administrator, or Director of the Department of Child and Family Well-Being may terminate this Agreement without cause upon thirty (30) days written notice to the Business Entity, as permitted by law.
6. Termination of Contract for Cause: This contract is cancelable upon the sole discretion of the City of Newark, Department of Child and Family Well-Being.
7. In the case of termination for cause, the Contractor shall not be relieved of liability to the City for the damages sustained by virtue of any breach of this Agreement by the Contractor and the City may withhold payments to the Contractor for the purpose of set-off until such a time as the exact amount of damages is determined.
8. In the event of termination due to breach by the Contractor, all finished or unfinished documents, data and reports prepared by the Contractor in connection with this project shall, at the option of the City, become the property of the City. The Contractor under this Contract shall be entitled to receive just and equitable compensation, at the rate herein set forth, for any work satisfactorily completed under the provisions of the Agreement.

APPLICABLE LAWS:

The Business Entity agrees that in performing this Agreement, it shall obey, abide and comply with the laws of the State of New Jersey, all applicable local, public contract laws, regulations, ordinances and codes of the Federal, State and Local governments, including but not limited to all new U.S. Department of Housing and Urban Development Regulations on Lead-Based Paint Hazards in Federally Owned Housing and Housing Receiving Federal Assistance.

ASSIGNMENT:

Business Entity agrees not to assign this Agreement or any monies due hereunder without prior written approval from DCFWB.

AUDIT:

Business Entity shall submit annual audit reports of OMB Circular #A-133, "Audits of Institution of Higher Education and other Non-Profit Institutions" and OMB Circular #A-128, "Audits of State and Local Governments."

PAY TO PLAY NOTIFICATION:

Business Entity is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c271, s.3) if the Business Entity receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the Business Entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or www.elec.state.nj.us.

PROHIBITION ON CONTRIBUTIONS & SOLICIATIONS OF CONTRIBUTIONS:

By executing this Agreement, the Business Entity certifies that it has neither made nor will make a prohibited contribution in violation of any applicable federal or state laws, or City ordinances, including but not limited to, the Executive Order on Pay to Play Reform (MEO-07-001), as may be amended from time to time. Any such failure to comply shall constitute a breach of the Agreement.

COMPLIANCE WITH AIR AND WATER ACTS:

This Agreement is subject to the requirement of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, 40 CFR Part 15, as amended from time to time.

COMPLIANCE WITH HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996

This Agreement is subject to the requirements of the Health Insurance Portability Act, hereinafter HIPAA, 45 CFR Sec.160 et seq. The Business Entity understands that in the course of providing services they will create, receive and/or have access to protected health information and to that degree must be in compliance with HIPAA.

NOTICE PROVISION:

The addresses given below shall be that of representative parties to who all notices and reports required by this Agreement shall be sent by mail:

(Grantor)

(Business Entity)

**City of Newark
Department of Child and Family Well-Being
Ryan White Unit, Room 209
110 William Street
Newark, New Jersey 07102**

**XXX
XXXXX
XXXXXXX**

**City of Newark
Office of the City Clerk
920 Broad Street
Room 415A
Newark, NJ 07102**

[SIGNATURE PAGE FOLLOWS]