

**New York Eligible Metropolitan Area**

**Ryan White Part A Grantee Grievance  
Procedures**

**Pursuant to the Ryan White HIV/AIDS Extension Act of 2009**

**New York City Department of Health and Mental Hygiene  
Bureau of HIV/AIDS Prevention and Control  
Revised December 2009**

The following grievance procedures comply with the Ryan White HIV/AIDS Treatment Modernization Act of 2006 and the Ryan White HIV/AIDS Treatment Extension Act of 2009 which require grantees to establish procedures for addressing grievances with respect to funding. These grievance procedures have been effective since June 1, 1997 as required by the federal Health Resources and Services Administration as part of the Ryan White CARE Act Amendments of 1996, and apply to any aspect of the Part A Subcontracting Processes that occurs on or after such date.

### **DEFINITIONS**

**Administrative Agency.** An entity that administers Part A funds.

**DOHMH.** The New York City Department of Health and Mental Hygiene.

**DOHMH ACCO.** The Department of Health and Mental Health Agency Chief Contracting Officer.

**Grievant.** An entity who is directly affected by the Part A Subcontracting Process and who has standing to file a grievance pursuant to these procedures.

**HIV Planning Council.** The New York HIV Health and Human Services Planning Council.

**New York EMA.** The New York eligible metropolitan area under Part A of the Ryan White Program which includes the five boroughs of New York City and the counties of Westchester, Rockland, and Putnam or as such EMA may be reconstituted from time to time.

**OATH.** The New York City Office of Administrative Trials and Hearings, whose administrative law judges shall serve as mediators and arbitrators.

**PLWHA.** A person living with HIV or AIDS.

**Part A Subcontracting Process.** The method of procurement conducted through the Administrative Agency with the approval of DOHMH to purchase HIV-related health and support services using Part A funds including the issuance or any Request for Proposal ("RFP"), acceptance of the proposal, response thereto, evaluation thereof, the award, and any subsequent process to change the selection of subcontractors or awards. The Part A Subcontracting Process shall not include the negotiation, execution, and administration of a subcontract including any reallocation or re-budgeting there under by the Administrative Agency.

**Ryan White Program:** Ryan White HIV/AIDS Treatment Modernization Act of 2006 and the Ryan White HIV/AIDS Treatment Extension Act of 2009.

**Tri-County.** The counties of Westchester, Rockland, and Putnam and any other counties outside New York City that may from time to time be joined to the New York EMA.

## STANDING AND SUBJECT MATTER

### Section 1. STANDING

An entity who has standing to grieve is defined as:

- (1) a provider located in the New York EMA who is or who may be eligible to receive Ryan White Part A funding as defined under the Ryan White Program;
- (2) a consumer group, caucus, or coalition of PLWHAs; or
- (3) the HIV Planning Council.

### Section 2. GRIEVANCE SUBJECT MATTER

(a) A Grievant may file a grievance regarding:

- (1) a material deviation from the established Part A Subcontracting Process, resulting in a selection of a provider in a manner inconsistent with the established process, or
- (2) a material deviation from the established Part A Subcontracting Process for any subsequent changes to the selection of subcontractors or awards.

(b) If the grievance is made by a potential proposer who has not submitted a proposal, the grievance shall be limited to a challenge of the notice procedures followed by the Administrative Agency.

(c) Only the HIV Planning Council may file a grievance regarding any material deviation from the priorities and resources allocations made by the HIV Planning Council in selecting subcontractors, making awards, and any subsequent changes thereto.

## RULES FOR GRIEVANCE PROCESS

### Section 1. TIMING

(a) As time is of the essence in the Part A Subcontracting Process and to avoid disruption of services to PLWHAs and their families in the New York EMA, the proceedings hereunder shall proceed with reasonable speed.

(b) There shall be a time limit after which the process for making an award or subsequent changes thereto can no longer be challenged. For a grievance to be considered by DOHMH, a Grievant must file with the DOHMH ACCO within thirty (30) calendar days after the date of the posting on the Public Health Solutions website the proposed New York City subcontract awards or, as appropriate, within thirty (30) calendar days after the date of posting of the Tri-County subcontract awards on the Westchester County Department of Health website [www.westchestergov.com/health](http://www.westchestergov.com/health) by the Administrative Agency responsible for administering Part A funds in the Tri-County.

(c) Mediation shall be completed or terminated within thirty (30) calendar days after the first calendar day of the first mediation session.

(d) A decision by the arbitrator shall be rendered no later than thirty (30) business days after the conclusion of the arbitration.

(e) Additional time limits within the above time frames are specified below.

## Section 2. COSTS

(a) The Grievant shall pay an administrative fee of fifty dollars (\$50) payable upon filing of each grievance with the DOHMH ACCO. Acceptable forms of payment include postal or other money order, bank or cashier's check, made payable to "New York City Department of Health and Mental Hygiene." In the event the Grievant fails to pay the filing fee, the grievance shall not be considered.

(b) There shall be a fee of four hundred dollars (\$400.00) for commencing mediation of a grievance by OATH, the cost of which shall be shared equally by the Grievant and DOHMH.

(c) There shall be a fee of six hundred dollars (\$600.00) for commencing arbitration of a grievance by OATH, the cost of which shall be shared equally by the Grievant and DOHMH.

(d) Each party shall pay for the expenses of its witnesses, attorneys' fees, and production of evidence. Any other expenses of the mediation and arbitration shall be borne equally by the parties unless they agree otherwise.

## Section 3. FILING OF A GRIEVANCE

(a) Grievances shall be filed with DOHMH ACCO in writing on the Notice of Grievance form established by DOHMH and shall briefly state all the facts or other bases upon which the entity contests the selection of subcontractors or awards or subsequent changes thereto. Supporting documentation shall be included.

(b) The DOHMH ACCO shall have the authority to consolidate grievances involving a common issue and may take such other action as may be required to avoid unnecessary costs or delay.

(c) The Notice of Grievance form, a sample of which is appended hereto, requests the following information:

- (1) the names, addresses, and telephone numbers of the parties involved;
- (2) the issue or issues to be resolved and how the entity seeking resolution has been directly affected by a determination or decision resulting from the Part A Subcontracting Process;

- (3) the remedy sought by the entity filing the grievance form; and
- (4) a designated person or position with which to register the form and a designated person to notify the filing party of any determinations or decisions that are made.

(d) The Notice of Grievance forms shall be available at the offices of the DOHMH ACCO and the Westchester County Department of Health. The grievance together with the filing fee must be filed in person with the DOHMH ACCO or by mail, return receipt requested, addressed to NYC DOHMH ACCO, 93 Worth Street, Rm. 812, New York, New York 10013, marked: "Attention: GRIEVANCE PROCEDURE." The DOHMH ACCO will not accept filing of a grievance by facsimile (FAX), email or other manner not described above.

(e) The DOHMH ACCO shall designate a staff person to assist potential Grievant in completing the Notice of Grievance, direct the potential Grievant to the most appropriate process and determine whether there have been prior attempts to resolve the dispute.

#### Section 4. WITHDRAWAL OF GRIEVANCE

(a) The Grievant shall have the right to withdraw the grievance at any time by filing a notice of withdrawal (sample form attached) with the DOHMH ACCO. No refund of the filing fee shall be given.

(b) The grievance shall be deemed withdrawn upon termination of the mediation without execution of an agreement resolving the grievance, if the Grievant does not thereafter submit the grievance to binding arbitration.

(c) A withdrawal of a grievance shall be with prejudice with respect to the Matters grieved.

#### Section 5. REVIEW OF GRIEVANCE REOUESTS

(a) The DOHMH ACCO shall determine whether an entity has standing to file a grievance hereunder and whether the subject matter of a grievance falls within the scope of these grievance procedures.

(b) The DOHMH ACCO shall make a determination regarding standing and subject matter within five (5) business days after a grievance is received. A copy of such determination shall be kept in DOHMH files.

(c) A copy of such determination shall be sent to the Grievant by certified mail, return receipt requested, no later than two (2) business days after such determination is made.

(d) An entity that wishes to appeal the determination of the DOHMH ACCO concerning standing and subject matter shall be allowed five (5) business days from receipt of DOHMH's notification to file a written appeal of that determination with the Commissioner of DOHMH. Receipt of notice by the entity shall be deemed to occur no

later than five (5) calendar days from the date of mailing. Filing of the appeal shall occur upon actual receipt of the written appeal by the office of the Commissioner of DOHMH.

(e) The written appeal shall briefly state all the facts or other bases upon which the entity contests the DOHMH ACCO's decision. Supporting documentation shall be included.

(f) The Commissioner of DOHMH may designate a senior DOHMH official, other than the DOHMH, ACCO or his or her staff, to consider such appeals.

(g) The Commissioner of DOHMH shall consider the appeal, and shall make a prompt written decision with respect to standing or subject matter. The Commissioner of DOHMH may in his or her exclusive discretion convene an informal conference with the entity appealing the DOHMH ACCO's determination and the DOHMH ACCO to resolve the issue by mutual consent.

(h) A copy of the decision of the Commissioner of DOHMH shall be sent to the entity appealing the DOHMH ACCO's determination as to standing and subject matter.

(i) The Commissioner of DOHMH's decision as to standing and subject matter shall be deemed a final agency determination.

#### Section 6. DETERMINATION OF MERIT OF GRIEVANCE

(a) Upon determination by the DOHMH ACCO or the Commissioner of DOHMH that the Grievant has standing and that the subject matter of the grievance falls within the scope of these grievance procedures, the DOHMH ACCO shall investigate the merits of the grievance.

(b) The DOHMH ACCO shall make a determination as to the merits of the grievance within twenty (20) calendar days after an affirmative determination of standing and subject matter by the DOHMH ACCO, or by the Commissioner of DOHMH, or his or her designee on appeal. A copy of such determination shall be kept in DOHMH's files.

(c) The DOHMH ACCO may in his or her exclusive discretion convene an informal conference with the Grievant, the appropriate parties, and the DOHMH ACCO to resolve the issue by mutual consent.

(d) A copy of the DOHMH ACCO's determination on the merits shall be sent to the Grievant no later than two (2) business days after such determination has been made, by certified mail, return receipt requested.

(e) There shall be no appeal of the DOHMH ACCO's determination as to the merits of the grievance. If the Grievant is dissatisfied with the DOHMH ACCO's determination as to the merits of the grievance, the parties shall proceed directly to mediation.

(f) Upon review of the merits of the grievance, the DOHMH ACCO may exercise his/her powers authorized under the rules of the City of New York.

Section 7. FUNDING OF PROJECTS AFTER A GRIEVANCE IS FILED

Unless otherwise provided by law, remedies resolving any grievance filed pursuant to these procedures shall be applied prospectively and not require reversal of approved expenditures or allocations within the Part A fiscal year in which the subcontracts are to take effect.

Section 8. REMEDIES

(a) Unless otherwise required by law, mediators shall recommend and arbitrators shall fashion appropriate remedies, provided that

(1) no remedy shall impair the timeliness of funding, the provision of or the continuity of services, or the timely allocation and reallocation of Part A funds;

(2) no remedy shall be retroactive nor shall it delay the expenditure of grants or awards; and

(3) no remedy shall require any party to enter into a subcontract or to accept or be given a grant or award.

(b) A decision by an arbitrator in a specific dispute shall not have the effect of binding DOHMH in any future contracting or subcontracting process.

Section 9. DESIGNATION OF MEDIATOR AND ARBITRATOR

(a) OATH administrative law judges shall serve as mediators and arbitrators for grievances brought pursuant to these grievance procedures.

(b) Mediators and arbitrators assigned by OATH shall be impartial and shall not have any direct interest in the decision.

(c) Individual mediators and arbitrators designated by OATH shall disclose any conflict of interest relating to the parties or the issues that might exist. The parties shall be given an opportunity to review the conflict of interest disclosure within two (2) business days after such disclosure.

(d) Mediation and arbitration shall be deemed expedited proceedings, governed solely by these rules, which shall be liberally construed to afford Grievant a full and fair opportunity to be heard.

Section 10. MEDIATION

(a) Upon determination by the DOHMH ACCO that a grievance filed has no merits, the DOHMH ACCO shall notify a Grievant within two (2) business days of the decision, pursuant to section 6 (d) of these Procedures.

(1) Enclosed with the notice of the DOHMH ACCO's determination shall be a printed notice stating that, immediately upon receipt of \$200.00, representing the Grievant's share of the \$400.00 mediation fee (payable to "New York City Department of Health

and Mental Hygiene," by postal or other money order, bank or cashier's check), and except where the Grievant has withdrawn the grievance, the DOHMH ACCO will forward the grievance and supporting documents to OATH requesting appointment of an OATH administrative law judge as mediator and that mediation be scheduled to commence within fifteen (15) business days of such appointment. If the Grievant's share of the mediation fee is not received by the DOHMH ACCO within ten (10) business days after the Grievant receives the DOHMH ACCO's determination, the grievance shall be deemed withdrawn.

(2) The documents forwarded to OATH shall include:

- a. Grievant's original Notice of Grievance and any amendments timely filed;
- b. The DOHMH ACCO's determination on the merits (agency response statement);
- c. A completed OATH Intake sheet, containing the names, addresses, telephone, email and facsimile numbers of the parties' attorneys or other authorized representatives and three (3) dates from which OATH may select to schedule commencement of mediation; and
- d. A copy of the RFP and/or any other documents the DOHMH ACCO believes the mediator needs to consider the grievance and make an informed determination.
- e. The \$400.00 fee for mediation.

(b) OATH shall appoint a mediator and notify the DOHMH ACCO of the name of the mediator and the date of the commencement of mediation. The DOHMH ACCO shall notify the Grievant (by telephone, mail, email or facsimile, as arranged in advance) of the name of the mediator and date for commencement of mediation.

(c) If any party objects to the mediator appointed to hear this matter, the party shall within ten (10) calendar days of notification of the name of the mediator, file with OATH written objections demanding that the mediator be disqualified and removed, and setting forth the grounds for the demand. OATH shall determine whether the mediator should be disqualified and removed and the decision of OATH shall be deemed final. No mediator shall mediate a matter in which s/he is a party, has been attorney or counsel, or in which s/he is interested, or related to any party to the proceedings.

(d) Mediation shall commence as soon as possible, but no later than fifteen (15) business days after a mediator has been named. If the mediator withdraws or is disqualified, mediation shall commence within fifteen (15) business days after the new mediator is appointed. The parties shall attempt to resolve the grievance in good faith within thirty (30) calendar days after the first mediation session.

(e) Mediation shall be conducted informally, without discovery, motions, subpoenas for or testimony of non-party witnesses, or adherence to strict rules of evidence. Issues shall be discussed by the mediator and the parties and their representatives together and/or separately in one or more sessions, in the course of which the mediator may make oral recommendations to the parties or their representatives. If no settlement agreement is

executed (as provided below) there shall be no written recommendations or report, and the mediator shall retain no written documents s/he has reviewed. The mediator is not authorized to impose a settlement on any party at any time.

(f) The mediation shall terminate, without prejudice to any further proceedings, within thirty (30) calendar days of commencement (the first day) of mediation, or sooner if one of the following occurs first:

1. Execution of an agreement settling the grievance by the parties or their authorized representatives; or
2. Written or oral (on the record) declaration of the mediator to the effect that further efforts at mediation are not worthwhile; or
3. Written or oral (on the record) declaration of the Grievant to the effect that mediation proceedings are terminated.

(g) There shall be no written or tape recorded record made by OATH or by any party at any mediation sessions, except for the declarations described in subsection (f) above.

(h) Evidence shall be presented informally. The parties shall submit to the mediator all information and documents necessary to enable the mediator to understand and recommend a resolution of the grievance. The mediator shall review the submitted evidence and may make notes or request written or other clarification or documentation, but the mediator shall not retain any written documents.

(i) Except for the documents submitted to OATH to initiate mediation, all other documents, statements, evidence, or exhibits shall be deemed absolutely confidential, and shall not be further disclosed.

(j) Mediation shall not be open to the public, but shall be conducted only in the presence of the parties and/or their representatives. The mediator may meet with the parties separately and/or together. The parties shall maintain the confidentiality of, and not disclose, any statements made in the course of mediation in any further proceeding. Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the mediator. Nor shall the mediator be compelled to divulge such records or testify in regard to the mediation in any adversary proceeding or judicial forum. Strict confidentiality is to be afforded, but not limited, to the following:

1. Views expressed or suggestions made by either party with respect to a possible resolution of the grievance;
2. Admissions made by either party in the course of mediation;
3. Proposals made or views expressed by the mediator to either party; or
4. The fact that either party had or had not indicated its willingness to accept a proposal for resolution set forth by the mediator.

(k) Mediation shall take place at OATH, 40 Rector Street, 6th floor, New York, unless the mediator, upon request and agreement of the parties, agrees to another location.

(l) Upon termination of the mediation without execution of an agreement resolving the grievance, the grievant shall have five (5) business days either to submit the grievance to binding arbitration or to withdraw the grievance.

(m) These rules and procedures shall constitute the only rules governing the mediation.

## Section 11. ARBITRATION

(a) The Grievant may submit any issues left unresolved by mediation to binding arbitration within five (5) business days of the termination of mediation.

(b) The Grievant shall file a request for binding arbitration in writing with the DOHMH ACCO. The request for binding arbitration shall state:

(1) the name, address, telephone and facsimile numbers of the Grievant, designated representatives and/or attorneys;

(2) the issue or issues to be resolved and how the Grievant has been directly affected by the decision with respect to the Part A Subcontracting Process;

(3) the remedy sought by the Grievant;

(4) a designated person or position with which to register the form and a designated person to notify the filing party of any determinations or decisions that are made;

(5) the previous steps taken under these procedures that have not resulted in agreement, which may be satisfied by providing copies of the initial Notice of Grievance, DOHMH ACCO's determination, and any supporting evidence, documents or exhibits submitted to or relied upon by the DOHMH ACCO in its initial determination which are in the possession of the Grievant; and

(6) an acknowledgment of the binding nature of the arbitration.

(c) The request for arbitration shall include a postal or other money order, bank or cashier's check for \$300.00, payable to "New York City Department of Health and Mental Hygiene," representing the Grievant's share of the fee for arbitration. If the Grievant does not include the Grievant's share of the arbitration fee with the request for arbitration, the grievance shall be deemed withdrawn. The DOHMH ACCO shall forward the entire fee of \$600.00 to OATH with the request for appointment of an arbitrator.

(d) Within two (2) business days of receiving the request for binding arbitration, the DOHMH ACCO or designee shall contact OATH to request the appointment of an arbitrator. The request, which shall be made on the OATH Intake form, shall provide three (3) mutually acceptable dates from which OATH may select a date for the initial arbitration hearing, provided that the first hearing date shall be scheduled within fifteen (15) business days of the appointment of an arbitrator.

(e) The designated arbitrator shall be an individual other than the OATH administrative law judge who conducted mediation between these parties.

(f) Arbitration hearings shall take place at OATH, 40 Rector Street, 6th floor, New York, N.Y. unless the arbitrator, upon request of the parties, agrees to another location.

(g) The arbitrator shall render a final decision, which shall be binding upon the parties, within thirty (30) business days after the conclusion of the arbitration. The decision shall be transmitted to the parties by OATH within two (2) business days of OATH's receipt of the final decision from the arbitrator.

(h) On the first date of the arbitration, all parties shall appear ready to proceed with a hearing on the merits.

(i) In exigent circumstances, adjournments may be granted at the arbitrator's sole discretion. Requests for postponement of the first or subsequent hearing days shall be made by all parties in a conference call directly to the arbitrator.

(j) These rules and procedures shall constitute the only rules governing the arbitration.

(k) If any party objects to the arbitrator appointed to hear this matter, the party shall within ten (10) calendar days of notification of the name of the arbitrator, file with OATH written objections demanding that the arbitrator disqualify and remove him/herself, setting forth the grounds for the demand. OATH shall determine whether the arbitrator should be disqualified and removed and the decision of OATH shall be final. An arbitrator shall not arbitrate a hearing in which s/he is a party, has been attorney or counsel, or in which s/he is interested, or related to any party to the proceedings. If a new arbitrator is appointed, arbitration shall commence within fifteen (15) business days of the appointment of a new arbitrator.

(l) OATH shall record the arbitration proceedings and any party desiring a transcript of the arbitration shall inform the arbitrator in advance of the hearing and shall pay for a copy of the record.

(m) A party desiring an interpreter shall make arrangements directly with an interpreter and assume the costs of the service.

(n) Arbitration shall generally be open to the public, unless a party raises a legally recognized ground for closure. The arbitrator shall, at the request of any party, exclude from the hearing room a witness, other than a party, who has not yet testified, and may otherwise decide a request to exclude persons from such hearings.

(o) The arbitrator may, in his/her discretion, consolidate all or portions of similar grievances for arbitration, or sever portions of a single grievance for separate arbitration. Consolidation or severance may be sought on oral application by a party or *sua sponte*.

(p) The arbitrator shall require witnesses to testify under oath.

(q) The parties shall have all of their witnesses and documents available on the date scheduled for commencement of the arbitration. A party intending to introduce documents into evidence shall bring to the arbitration copies of the documents for the arbitrator, the witness and other parties.

(r) The parties may offer such evidence as is relevant and material to the dispute and shall produce such other evidence as the arbitrator may deem necessary to understanding and determination of the dispute. The arbitrator shall be the judge of the materiality and relevancy of the evidence and shall not require conformity to strict rules of evidence. The arbitrator may receive and consider evidence introduced by affidavit, but shall give only such weight as she/he deems appropriate after consideration of any objection to its admission.

(s) Limited, informal discovery demands may be made by any party orally or in writing upon another party prior to the first arbitration hearing, without leave of the arbitrator. However, there shall be no formal service of notices, subpoenas for witnesses or production of documents, or demands for interrogatories or depositions. After arbitration hearings have commenced, demands for production of documents or witnesses may be made only after first obtaining permission of the arbitrator, in the presence of the other party.

(t) The arbitrator may request opening statements from the parties clarifying the issues to be determined. In no circumstances may any party, witness or document at the arbitration refer to documents produced, or statements or comments made at a prior mediation. The Grievant shall first present evidence to support its claim, followed by the DOHMH ACCO. Witnesses may be questioned by any party or by the arbitrator. The arbitrator may vary this procedure, but shall afford each party a full and fair opportunity to present all relevant and material evidence. The record shall include the names and addresses of all witnesses, and a description of the evidence.

(u) In the event that the Grievant fails to be present at the arbitration and fails to obtain postponement or adjournment, the grievance shall be deemed withdrawn.

(v) Any party who proceeds with arbitration after knowledge that any provision or requirements of these rules has not been complied with and who fails to state an objection in writing shall be deemed to have waived the right to object.

**Notice of Grievance**

**Grievance no.**\_\_\_\_\_

**RYAN WHITE HIV/AIDS TREATMENT MODERNIZATION ACT GRIEVANCE PROCEDURES**

**New York Eligible Metropolitan Area  
Notice of Grievance**

Date: \_\_\_\_\_

The undersigned submits the following grievance for resolution. [Note: a separate form must be submitted by each entity filing a grievance.]

|  |                        |
|--|------------------------|
| _____<br>Name of Grievant  | _____<br>Telephone     |
| _____<br>If Grievant is an organization, name<br>authorized representative | _____<br>Fax           |
| _____<br>Address   | _____<br>Email address |
| _____<br>City/State/ZIP Code   | _____<br>Signature     |

Grievant is (check one)

\_\_\_\_ A provider eligible to receive Part  
A funding

\_\_\_\_ Consumer group, caucus, or  
coalition of persons living with  
HIV/AIDS

\_\_\_\_ The New York HIV Health and  
Human Services Planning Council

Statement of Grievance (please include date questioned action was taken, and the reasons for filing grievance, including a statement of how Grievant has been directly affected by a decision relating to Department of Health and Mental Hygiene Part A Subcontracting Process; attach separate sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy sought by the grievant (attach separate sheet if necessary). Note that remedies shall be limited to future action, in accordance with these procedures.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please file two (2) copies of this form with the Agency Chief Contracting Officer, Department of Health and Mental Hygiene, 93 Worth Street, Rm. 812 New York, NY 10013. A certified bank or cashier's check or postal money order, in the amount of \$50 payable to *New York Department of Health and Mental Hygiene* must be submitted with this grievance

Notice of Grievance, page 2

An initial determination of whether you have standing to file this grievance and whether the grievance is within the subject matter jurisdiction of the grievance procedures will be made by the Department of Health and Mental Hygiene Agency Chief Contracting Officer (the "ACCO") within five (5) business days of receipt of this form. If it is determined that you do not have standing or the grievance does not fall within appropriate subject matter jurisdiction, you may appeal the initial determination to the Commissioner of Health within five (5) business " days of receipt of the determination. The Commissioner's decision on standing or subject matter jurisdiction is a final agency determination. A negative determination by the ACCO on the merits of your grievance may be submitted for mediation and binding arbitration. Additional fees shall be charged for mediation and arbitration. A copy of the Department of Health and Mental Hygiene grievance procedures can be requested from the Agency Chief Contracting Officer, Department of Health, 93 Worth Street, Room 812, New York, NY 10013.

*This page for office use only*

*Do not write below this line*

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Date Received: \_\_\_\_\_

Grievance no. \_\_\_\_\_

Determination of eligibility:

\_\_\_\_ Grievance deemed grievable

\_\_\_\_ Grievance deemed not grievable due to:

\_\_\_\_ Lack of standing

\_\_\_\_ Lack of subject matter jurisdiction

Date Notice of Appeal Received: \_\_\_\_\_

Date of Commissioner's Determination of standing/subject matter jurisdiction: \_\_\_\_\_

Date of ACCO's determination on the merits: \_\_\_\_\_

Notice of Grievance Form Received by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Grievance Withdrawal Form

Grievance no. \_\_\_\_\_

**RYAN WHITE HIV/AIDS TREATMENT MODERNIZATION ACT**

**New York Eligible Metropolitan Area  
Notice of Withdrawal of Grievance**

The undersigned hereby withdraws previously filed grievance no. \_\_\_\_\_ from consideration for resolution under the grievance procedures of the Department of Health and Mental Hygiene.

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
If Grievant is an organization, name and title of authorized representative

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City/State/ZIP Code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

-----  
Agency Chief Contracting Officer  
Department of Health and Mental Hygiene  
93 Worth Street, Room 812  
New York, New York 10013  
Grievance Withdrawal Form Received by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RYAN WHITE HIV/AIDS TREATMENT MODERNIZATION ACT**

**New York Eligible Metropolitan Area  
Request for Binding Arbitration**

The undersigned hereby requests that, having failed to settle this dispute through mediation, grievance no. \_\_\_\_\_ be submitted to binding arbitration for resolution under the grievance procedures established by the Department of Health and Mental Hygiene pursuant to the Act. A separate request shall be completed by each Grievant entity. By their signatures, the parties acknowledge that arbitration is binding, as provided by these procedures.

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
If Grievant is an organization, name and title of authorized representative

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City/State/ZIP Code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Statement of Grievance (please include date action being grieved was taken, by what entity and the reasons for filing grievance, including statement of how grievant was directly affected by decision relating to Department of Health and Mental Hygiene Part A Subcontracting Process; attach separate sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy sought by the grievant (attach separate sheet if necessary). Note that remedies are limited to future action:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe previous steps taken under grievance procedures which have not resulted in an agreement (attach separate sheet if necessary)

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Submit two (2) copies of this foIII to Agency Chief Contracting Officer, Department of Health and Mental Hygiene, 93 Worth Street, Room 813, New York, NY 10013. A certified bank or cashier's check or postal money order for \$300.00 payable to New York City Department of Health and Mental Hygiene must accompany this form. See the grievance procedures for information on other costs.

By the Department of Health and Mental Hygiene:

The Department of Health and Mental Hygiene agrees to be bound by the decision of the arbitrator with respect to  
Grievance no. \_\_\_\_\_

\_\_\_\_\_  
Name and Title

New York City Department of Health and Mental Hygiene  
Agency Chief Contracting Officer  
93 Worth Street - Room 812  
New York, N.Y. 10013  
Telephone: (212) 219-5897 Fax: (212) 219-5890