

**RYAN WHITE CARE ACT**  
New York Eligible Metropolitan Area  
*Submission of Notice of Grievance Withdrawal*

**NEW YORK HIV HEALTH AND HUMAN SERVICES  
PLANNING COUNCIL**

**GRIEVANCE PROCEDURES**

The following grievance procedures comply with the Ryan White HIV/AIDS Treatment Modernization Act (HATMA) Amendments of 2006 which require planning councils to establish procedures for addressing grievances with respect to the Part A planning process. These procedures will take effect on June 1, 2006, as required by the federal Health Resources and Services Administration and shall apply to all Part A planning processes that occur after such date.

# **NEW YORK HIV HEALTH AND HUMAN SERVICES PLANNING COUNCIL**

## **GRIEVANCE PROCEDURES**

### **Section 1.            STANDING**

Only those individuals and entities which are directly affected by the outcome of a prescribed set of decisions of the New York HIV Health and Human Services Planning Council (Planning Council) are eligible to bring a grievance against the Planning Council. Directly affected individuals and entities include:

- providers located in the New York Eligible Metropolitan Area (EMA) who either receive Ryan White HIV/AIDS Treatment Modernization Act Part A funding or are eligible to receive Part A funding as defined under HATMA
- HIV/AIDS-related consumer groups and caucuses and coalitions of persons living with HIV/AIDS (PLWHAs)
- individual persons living with HIV/AIDS
- individual members of the Planning Council or a group of members of the Planning Council

An individual, group of individuals, or entity eligible to bring a grievance against the Planning Council shall be referred to as “a grievant”.

In a grievance against the Planning Council brought under these procedures, the respondent parties shall be the Governmental Co-Chair and the Community Co-Chair, unless otherwise indicated by the grievant.

### **Section 2.            GRIEVANCE SUBJECT MATTER**

A grievant may file a grievance regarding:

- a material deviation from the Planning Council’s established, written process for developing a comprehensive plan, based on a needs assessment, for the delivery of HIV-related treatment and care services in the New York EMA.
- a material deviation from the Planning Council’s established, written process for setting annual or multi-year priorities for the distribution of Part A funds.

- a material deviation from the Planning Council’s established, written process for determining resource allocations for the distribution of Part A funds across the determined priorities.
- a material deviation from the Planning Council’s established, written process for determining any subsequent changes to priorities or resource allocations.
- a decision or action by the Planning Council that is a material deviation from the Planning Council’s written Bylaws.
- a material deviation from the Planning Council’s established, written open nominations process.
- a material deviation from the Planning Council’s established process for consumer input and participation.

**Section 3.**                    **RULES FOR GRIEVANCE PROCESS**

(a)                    **Timing**

- (1)                    There shall be a time limit after which a decision of the Planning Council can no longer be challenged by a grievance. For a grievance to be considered by the Planning Council, a grievant must file with the Planning Council within sixty (60) calendar days of the Planning Council meeting at which the challenged decision was made.
- (2)                    The non-binding resolution process, including third party mediation, prescribed hereunder shall be completed within forty (40) calendar days of the filing of a grievance.
- (3)                    A grievant may submit any issues left unresolved by the non-binding resolution process to binding arbitration by filing a request for binding arbitration within seven (7) calendar days of the completion of the non-binding resolution process.
- (4)                    The binding arbitration process, if necessary, prescribed hereunder shall be completed within twenty-eight (28) calendar days of the filing of a request for binding arbitration.
- (5)                    Additional time limits, within the above time frame, shall be prescribed hereunder.

(b)                    **Costs**

- (1)                    The grievant shall pay an administrative fee of \$100.00 payable upon filing of each grievance against the Planning Council. Acceptable forms of payment include postal money order, money order, bank’s check, or cashier’s check

payable to The City of New York. In the event that the grievant fails to pay the filing fee, the grievance shall not be considered.

- (2) The expenses of witnesses, attorneys, and the production of evidence for either party shall be paid by the party producing such witnesses or evidence or using such attorneys for representation. All other expenses of the non-binding resolution and arbitration shall be borne equally by the parties unless they agree otherwise.

(c) **Filing of a Grievance**

- (1) An individual or entity who wishes to file a grievance may do so by submitting the “Submission of Title I Grievance to Dispute Resolution” form with the designated member of the staff for the Planning Council. The designated member of the staff of the Planning Council shall be the Director. The Director shall be responsible for the intake of all grievances filed against the Planning Council.
- (2) The Director of the Planning Council shall have the authority to consolidate grievances involving a common issue and may take such other actions as may be needed to avoid unnecessary costs or delay. The Director shall notify all affected grievants of any consolidation or any other action taken to avoid unnecessary costs or delay within one (1) business day of such action.
- (3) The “Submission of Title I Grievance to Dispute Resolution” form shall be available at the offices of the Planning Council. The form may be filed in person at the Planning Council office or by mail, return receipt requested, addressed to: New York HIV Health and Human Services Planning Council, 40 Worth Street, Room 1502, New York, NY, 10013. Attention: Grievance Procedure. Submission forms sent by “FAX,” or any other manner not described above, shall not be considered.

(d) **Withdrawal of Grievance**

- (1) The grievant shall have the right to withdraw the grievance at any time during the process hereunder by filing a notice of withdrawal with the Director of the Planning Council Support Unit. No refund of the filing fee shall be given.
- (2) The grievance shall be deemed to be withdrawn upon termination of the non-binding resolution process if the grievant does not submit the grievance or any unresolved issues to binding arbitration.

- (3) If a grievance is withdrawn, the grievant shall be prohibited from filing another grievance on the same subject matter within the same Part A program year as the withdrawn grievance. The Part A program year shall be March 1 to February 28, unless otherwise determined by the Planning Council.

(e) **Review of Grievance**

- (1) The Director of the Planning Council Support Unit shall determine whether an individual or entity is eligible to file a grievance against the Planning Council and whether the subject matter of a grievance falls within the scope of these grievance procedures. Such determinations shall be made in writing within two (2) business days after a grievance has been received. A copy of such determinations shall be kept in the Planning Council's files.
- (2) A copy of such determination shall be sent by the Director of the Planning Council Support Unit to the grievant no later than one (1) business day after such determination is made. The determination shall be sent either by certified mail, return receipt requested, or by messenger, who shall obtain a signed receipt.
- (3) An individual or entity who wishes to appeal the determination of the designated staff member of the Planning Council concerning eligibility and subject matter shall be allowed seven (7) calendar days from receipt of the determination to file a written appeal of the determination with the Deputy Mayor who oversees the Planning Council. Filing of the appeal shall be accomplished by actual receipt of the written appeal by the office of the Deputy Mayor. Upon receipt of an appeal, the Deputy Mayor shall send a copy of the appeal to the Director.
- (4) The written appeal shall state briefly all the facts or other bases upon which the grievant contests the determination. Supporting documentation may be included.
- (5) The Deputy Mayor shall make a determination on the appeal within five (5) business days after an appeal has been received. Written notification of the determination shall be forwarded to the grievant and to the Director of the Planning Council Support Unit. The determination of the Deputy Mayor shall be final.

(f) **Status of Priorities and Resource Allocations after a Grievance is Filed**

- (1) The resolution of each grievance procedure, unless otherwise provided by law, shall be prospective and not require reversals of any approved priorities or allocations within the same Part A budget year.

- (2) No remedy imposed by an arbitrator shall impair timeliness of implementing priority setting decisions or the timely allocation of resources.
- (3) No remedy imposed by an arbitrator shall require the Planning Council to enter an agreement that exceeds the authority or function of a planning council as stipulated in the HATMA.

**Section 4.**                    **NON-BINDING RESOLUTION**

The first phase of the formal grievance procedure shall be non-binding mediation through which the grievant and the Planning Council attempt to reach a mutually acceptable solution.

(a)                    **Designation of Third Party Mediator**

- (1) The Office of Administrative Trials and Hearings (OATH) shall be designated as the organization that provides individual Administrative Law Judges (ALJs) an independent and impartial third party to serve as mediators for the non-binding resolution of a particular grievance.
- (2) OATH shall appoint an ALJ to serve as mediator and notify the Director of the Planning Council Support Unit. He/She shall notify the grievant(s) of the names of the mediator and the date scheduled for the mediation.
- (3) If any party objects to the mediator appointed to hear this matter, the party shall within five (5) business days of notification of his/her name, file with the individual mediator written objections, demanding that the mediator be disqualified and removed, and setting forth the grounds for the demand. 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. If the mediator does not withdraw voluntarily following consideration of objections, the sole determination as to whether to appoint a new mediator shall be made by OATH's Chief Administrative Law Judge in accordance with OATH's Rules of Practice section 1-27.

(b)                    **Mediation Rules**

- (1) Within twenty-four (24) hours (1 day) of determining that the subject matter of a grievance falls within the scope of these grievance procedures, the Director of the Planning Council Support Unit shall contact OATH to request the appointment of an ALJ to serve as mediator.
- (2) The mediation shall commence as soon as possible and no later than ten (10) business days after a mediator has been appointed. The parties shall attempt to resolve the grievance in good faith within fourteen (14) calendar days after the first calendar day of the first mediation session.

- (3) Mediation shall be conducted as a conference, at which the issues to be determined shall be discussed by the parties with each other and with the mediator. The mediator is authorized to meet with the parties and their representatives together and/or separately in one or more sessions and to 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. The mediator is not authorized to impose a settlement on any party at any time.
- (4) Mediation shall terminate, without prejudice to any further proceedings, within fifteen (15) calendar days of commencement (the first day) of mediation, or sooner if one of the following occurs first:
  - (a) Execution of an agreement settling the entire grievance (or resolving specific facts or issues in dispute) by authorized representatives of the parties; or
  - (b) Written or oral declaration of the mediator on the record to the effect that further efforts at mediation are not worthwhile; or
  - (c) Written or oral declaration of the grievant(s) on the record to the effect that mediation proceedings are terminated.
- (5) There shall be no written or tape recorded record made by OATH or by any party at any mediation sessions, except for any settlement agreement or declaration on the record referred to in (b) (6) above, or agreement limiting the scope of any issues or facts to be determined at arbitration.
- (6) Mediation shall be conducted pursuant to OATH Rules for conferences, with no format or predetermined structure, but tailored to the circumstances of the particular case. There shall be no “discovery,” no subpoenas issued for production of witnesses, no motion practice or witnesses at mediation.
- (7) Evidence shall be presented informally and shall not follow strict rules of evidence. The parties shall submit to the mediator all information and documents necessary to enable the mediator to understand and recommend a resolution of the issues. Any documentary evidence or statements shall be informally reviewed by the mediator, who may make notes or request written clarification.
- (8) 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.
- (9) Mediation shall be conducted only in the presence of the parties and their representatives. 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 adversarial proceeding or judicial forum. Strict confidentiality is to be afforded, but not limited, to the following:

- (a) Views expressed or suggestions made by either party with respect to a possible resolution of the grievance;
  - (b) Admissions made by either party in the course of mediation;
  - (c) Proposals made or views expressed by the mediator to either party; or
  - (d) The fact that either party had or had not indicated its willingness to accept a proposal for resolution set forth by the mediator
- (10) Mediation shall take place at OATH, 40 Rector Street, 6th floor, New York, New York, unless the mediator, upon request and agreement of the parties, agrees to another location.
- (11) Upon termination of the mediation without execution of an agreement resolving the grievance, the grievant shall have seven (7) calendar days either to submit the grievance to binding arbitration or to withdraw the grievance.

**Section 5.**                    **BINDING ARBITRATION**

(a)                    **Filing a Request for Binding Arbitration**

If the grievant decides to submit an unresolved issue for binding arbitration, then the grievant shall file a request for binding arbitration in writing with the designated staff member of the Planning Council. The request for binding arbitration shall state:

- the names, addresses, and telephone numbers of the parties involved;
- the issue or issues to be resolved and how the Grievant seeking resolution has been directly affected by the decision with respect to the Part A planning process;
- the remedy sought by the grievance;
- a designated person or position to register the form and notify the filing party of any determinations or decisions that are made;
- the previous steps taken under the procedures that have not resulted in agreement;
- an acknowledgment of the binding nature of the arbitration.

(b)                    **Designation of Third Party Arbitrator**

- (1) The Office of Administrative Trials and Hearings (OATH) shall be designated as the organization that provides individual Administrative Law Judges (ALJs), an independent and impartial third party, to serve as arbitrators for the binding arbitration of a particular grievance.
- (2) OATH shall appoint an ALJ to serve as arbitrator and notify the Director of the Planning Council Support Unit. The arbitrator shall be an ALJ other than the person who conducted mediation between these parties. The Director shall notify the grievant(s) of the names of the arbitrator and the date scheduled for the arbitration
- (3) If any party objects to the arbitrator appointed to hear this matter, the party shall within five (5) business days of notification of his/her name, file with the individual arbitrator written objections, demanding that the arbitrator be disqualified and removed, and setting forth the grounds for the demand. No arbitrator shall arbitrate 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. If the arbitrator does not withdraw voluntarily following consideration of objections, the sole determination as to whether to appoint a new arbitrator shall be made by OATH's Chief Administrative Law Judge in accordance with OATH's Rules of Practice section 1-27.
- (4) The identified individual arbitrator shall disclose any conflict of interest relating to the parties or the issues that might exist. Any conflict of interest disclosure shall be submitted to the designated staff member of the Planning Council within two (2) business days of selection of the arbitrator. The parties shall be given an opportunity to review the conflict of interest disclosure within two (2) business days after such disclosure. Following review of the conflict of interest disclosure, either of the parties shall have the right to demand selection of a new arbitrator.

(c) **Arbitration Rules**

- (1) Within twenty-four (24) hours of receiving a request for binding arbitration, the Director shall contact OATH to request the appointment of an arbitrator.
- (2) The arbitration shall commence as soon as possible and no later than ten (10) business days after an arbitrator has been appointed.
- (3) Arbitration shall be conducted as a hearing on the merits, at which the parties may present witnesses and exhibits.
- (4) The designated arbitrator shall set the date and time for the hearing. Arbitration shall take place at OATH, 40 Rector Street, 6th floor, New York, NY unless the arbitrator, upon request of the parties, agrees to another location.

- (5) On the first date of the arbitration, all parties shall appear ready to proceed, with all witnesses and exhibits, for a hearing on the merits. Arbitration shall continue from day to day until concluded.
- (6) 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.
- (7) These rules and procedures shall constitute the only rules governing the arbitration, and shall, except as specified in these rules, supersede any other laws or rules governing arbitration or rules governing other OATH proceedings. Any procedural matter which arises which is not governed by these rules shall be decided by the arbitrator with reference to OATH's current rules and regulations. [Title 48 of the Rules of the City of New York.] The arbitrator and OATH may formally recommend to the Department that any rule herein be modified or amended for good cause shown in individual instances.
- (8) OATH shall record the arbitration proceedings and any party desiring a transcript of the arbitration shall inform the arbitrator and shall pay for a copy of the record.
- (9) A party desiring an interpreter shall make arrangements directly with an interpreter and assume the costs of the service.
- (10) Arbitration proceedings shall generally be open to the public, unless a party raises a legally recognizable 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 in accordance with OATH's Rules of Practice section 1-49.
- (11) The arbitrator may, in his/her discretion, consolidate all or portions of similar grievances for trial, or sever portions of a single case for separate arbitration. Consolidation or severance may be sought on oral or written motion by the parties or on his/her own motion.
- (12) The arbitrator shall require witnesses to testify under oath administered by any duly qualified person.
- (13) The parties shall have all of their witnesses and documents available on the arbitration date certain. 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.
- (14) 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. All evidence shall be presented with all parties present except where a party is absent in default or has waived the right to be present. The arbitrator may receive and consider evidence introduced by affidavit. The arbitrator shall give such weight to any and all evidence as she/he deems appropriate.

- (15) Discovery shall be limited, consistent with the need for a speedy and fair determination of the grievance. Requests for production of documents, identification of witnesses and inspection of evidence to be introduced prior to the arbitration may be directed by any party to any other party, without leave of the arbitrator. Consistent with the need to obtain an expeditious determination without supervening costly litigation, there shall be no formal discovery. In unusual circumstances, where documents are essential to a fair hearing and determination, and on request to the arbitrator, notices, subpoenas, or demands for interrogatories or depositions may be made to the arbitrator, on prior notice to the other parties. The arbitrator may, in his/her sole discretion, schedule a conference or conference call with the parties and/or their representatives before granting such leave and/or require the proponent of any discovery to make a formal motion to justify its use, and shall grant permission only in limited and/or extraordinary circumstances.
- (16) 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 statements, documents or comments made at a prior mediation. The grievant shall first present evidence to support its claim, followed by the respondent(s). Witnesses may be questioned by any party or 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.
- (17) In the event that a grievant fails to be present at the arbitration and fails to obtain a postponement or adjournment, the grievance shall be deemed withdrawn.
- (18) Oral summary statements shall not be subject to rebuttal or sur-rebuttal. When the parties state on the record that they have completed their submission(s), the arbitrator shall declare the hearing closed.
- (19) Prior to closing the arbitration or issuing a determination, the arbitrator shall declare that there has been sufficient discovery and briefing of applicable law to enable him/her to make an informed determination as to all remedies available to resolve the grievance.

- (20) 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.
- (21) The designated arbitrator shall render his or her decision, which shall be binding upon the parties, within ten (10) business days after the conclusion of the arbitration hearing.

## **DEFINITIONS**

**HATMA:** Ryan White HIV/AIDS Treatment Modernization Act of 2006. The name given to the Ryan White CARE Act when it was reenacted and updated in 2006.

**Grievant:** an entity (person, group, coalition or organization) who is directly affected by the actions of the Planning Council and who has standing to file a grievance pursuant to these procedures.

**HATMA:**

**Material Deviation:** a serious enough departure from the Planning Council's established processes or by-laws that there was an effect on the outcome of the Planning Council's work.

**New York EMA:** The New York eligible metropolitan area under HATMA, which includes the five boroughs of New York City and the counties of Westchester, Rockland and Putnam.

**OATH:** The New York City Office of Administrative Trials and Hearings, the agency that has been designated by the Planning Council to act as mediators and arbitrators for grievances filed against the Council.

**Planning Council:** NY HIV Health and Human Services Planning Council.

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

**Standing:** eligibility to bring grievances against the Planning Council



**RYAN WHITE CARE ACT**  
New York Eligible Metropolitan Area  
*Submission of Notice of Grievance Withdrawal*

Grievance Intake Form 1A

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

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

The undersigned party submits the following dispute for resolution under the grievance procedures of the New York City HIV Health and Human Services Planning Council.

\_\_\_\_\_  
Name(s) of Grievant (if representing multiple individuals,  
please attach list of names with this form)

Grievant is (check one):

A provider eligible to receive Title I  
funding

\_\_\_\_\_  
If grievant is an organization, name of  
authorized individual

HIV-related consumer group or coalition  
of persons living with HIV/AIDS

\_\_\_\_\_  
Address

Individual(s) living with HIV/AIDS

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

Member(s) of the Planning Council

\_\_\_\_\_  
Telephone

Other (describe):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Signature

Statement of Grievance (please include date questioned action was taken, by what entity and the reasons for filing grievance, including statement of how grievant was directly affected by action of Planning Council; attach separate sheet if necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy sought by the grievant (attach separate sheet if necessary). Note that remedies may be limited to future action and may not be able to reverse decisions retroactively:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please file two (2) copies of this form with New York City Department of Health and Mental Hygiene Office of the Ryan White Planning Council, 40 Worth Street, Room 1502, New York, NY 10013. A check (bank or cashier's) or money

order, in the amount of \$50 payable to *The City of New York* is required to initiate mediation or another non-binding approach. Please enclose with this form.

Determination of eligibility will be made by receiving authority within two (2) business days of receipt of this form, as per the grievance procedures of the Planning Council. If the grievance is determined to be not eligible, appeal may be made within seven (7) calendar days of receipt of determination. A copy of the Planning Council’s grievance procedures can be requested from New York City Department of Health and Mental Hygiene Office of the Ryan White Planning Council, 40 Worth Street, Room 1502, New York, NY 10013.

*This page for office use only* \_\_\_\_\_ *Do not write below this line* \_\_\_\_\_

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

To be filled in by receiving authority:

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

Determination of eligibility:

\_\_\_ Grievance deemed Grievable

\_\_\_ Grievance deemed not grievable

Reason:

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

If grievable, procedure designated by receiving authority:

\_\_\_ Mediation

\_\_\_ Other non-binding process (describe)

\_\_\_ Binding Arbitration (can be used with consent of all parties or after non-binding approaches have been tried and issues have not been resolved). If binding arbitration is chosen, both parties must complete Planning Council Grievance Intake Form 1C.

Receiving Authority:

\_\_\_\_\_  
Name

NYC HIV Health and Human Services Planning Council  
40 Worth Street, Room 1502  
New York, NY 10013  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**HIV/AIDS TREATMENT MODERNIZATION ACT**  
 New York Eligible Metropolitan Area  
*Submission of Request for Binding Arbitration*

The undersigned party hereby withdraws previously filed grievance no. \_\_\_\_\_ from consideration for resolution under the grievance procedures of the New York City HIV Health and Human Services Planning Council. The undersigned waives all claim to file same said grievance for the duration of the Ryan White HIV/AIDS Treatment Modernization Act fiscal year ending February 28, 20\_\_.

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

\_\_\_\_\_  
 If grievant is an organization, name of authorized individual

\_\_\_\_\_  
 Address

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

\_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

-----  
 Receiving Authority:

\_\_\_\_\_  
 Name

40 Worth Street, Room 1502  
 New York, NY 10013  
 \_\_\_\_\_  
 Address

(212) 788-4415  
 \_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**RYAN WHITE HIV/AIDS TREATMENT MODERNIZATION ACT**  
 New York Eligible Metropolitan Area  
*Submission of Request for Binding Arbitration*

The undersigned party(ies) hereby request(s), having failed to reach an agreement on remedies through non-binding approaches, that grievance no. \_\_\_\_\_ be submitted to binding arbitration for resolution under the grievance procedures of the NYC HIV Health and Human Services Planning Council. The submitting party(ies) acknowledge(s) the binding nature of such arbitration.

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 If grievant is an organization, name of authorized individual

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 Signature

Signature constitutes agreement to be bound by the decision of the arbitrator.

\_\_\_\_\_  
 Responding Party

NYC HIV Health and Human Services  
 Planning Council

40 Worth Street, Room 1502  
 New York, NY 10013  
 \_\_\_\_\_  
 Address

(212) 788-4415  
 \_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 Signature

Statement of Grievance (please include date questioned action was taken, by what entity and the reasons for filing grievance, including statement of how grievant was directly affected by action of Planning Council; attach separate sheet if necessary):

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

Statement of what result the grievant would like (the remedy sought by the grievant; attach separate sheet if necessary). Note that remedies may be limited to future action and may not be able to reverse decisions retroactively:

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

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

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

Submit two (2) copies of this form to New York City Department of Health and Mental Hygiene Office of the Ryan White Planning Council, 40 Worth Street, Room 1502, New York, NY 10013. See attachment for information on fees and other costs.

April xx, 20XX

**LETTER OF AGREEMENT/  
DESIGNATION OF MEDIATION/ARBITRATION SERVICES**

By this letter of agreement, the City of New York (“City”), acting by and through the Office of the Mayor, Ryan White Planning Council (O/M RWPC), establishes an agreement with the Office of Administrative Trials and Hearings (“OATH”) to provide mediation and arbitration services for the NYC HIV Health and Human Services Planning Council (“Planning Council”) beginning on April xx, 20\_\_ and ending February 28, 20\_\_. The terms of agreement will include the following:

- (1) OATH will provide mediation and arbitration services as requested, following procedures outlined under the written and established grievance procedures of the Planning Council; and
- (2) the fee structure will be as follows:
  - for mediation services: two hundred dollars (\$200) per each party to the grievance;
  - for arbitration services: three hundred dollars (\$300) per party to the grievance.

Kindly indicate your consent to this letter of agreement by signing in the space provided and return to New York City Department of Health and Mental Hygiene Office of the Ryan White Planning Council, 40 Worth Street, Room 1502, New York, NY 10013

\_\_\_\_\_  
Charles Fraser, Esq.  
Administrative Law Judge  
Office of Administrative Trials  
and Hearings

\_\_\_\_\_  
Jan Carl Park  
Governmental Co-Chair  
Ryan White Planning Council  
Bureau of HIV/AIDS Prevention and Control

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

