

Chapter 1

Contract Components

Chapter 1: Contract Components

Section 1: Program Documents

Your contract's program documents typically consist of a Scope of Services and various appendices, schedules and attachments. The most commonly used program documents are described below.

Schedule A- Scope of Services

The scope of services section of the contract describes exactly what services you will be providing as well as other programmatic aspects of the contract. The scope of services may require a full response from you to several questions; it may be prescribed and fully completed when you receive it; or a combination of both. If the Scope of Services requires further completion by you, an instruction document will provide guidance for the response required for each section. After your notification of award, you should discuss the Scope of Services with your Contract Manager before completing it if you need clarification. You may also refer to the RFP (Request for Proposals) under which your contract was funded. Your Contract Manager will ensure that the services are eligible for Prevention funding and that the staffing proposed is contractually appropriate to perform the services described. The scope of services will be a useful tool when preparing monthly program reports or requesting a contract modification. Also, your program will be monitored based on services described in the scope of services.

Every service category operates under a different scope of services. Generally the scope of services contains the following information about your program:

- Program Summary
- Intervention Detail
- Description of Program Services
- Service Tracking and Reporting
- Coordination of Services
- Quality Assurance
- Program Staff
- Program Implementation Timeline
- Reporting and Evaluation Requirements
- Reimbursement

These items are not exhaustive of the scope of services requirements for all contract types, but are the most common elements. Your contract-specific scope of services may include other requirements or categories on an as-needed basis.

Specific program requirements are detailed further in Chapter 2, section 1.

Intervention Addendum

The Intervention Addendum is a separate document completed for each intervention provided via your contract. (Some contracts include multiple interventions, while others only have one.) All details regarding the intervention are outlined here including the intervention being used, the objective of the intervention, population served, client eligibility criteria and service delivery model.

Some service categories do not require an Intervention Addendum.

Appendices, Schedules and Attachments

The list of appendices, schedules and attachments below is an exhaustive list (all may not apply to your contract). The number and types of additional documents for your contract vary by service category.

Appendix A- Linkage Agreements

Lists each of the HIV service needs a client may have, the service provider(s) your agency has linkages with to make referrals to address these needs, and the effective date of the linkage.

Appendix B – Program Information Summary

Lists your target geographic area served, i.e.: whether your program serves people who live throughout the city, in one borough, or in a specific neighborhood. This section must correspond to the original proposal submitted by your organization.

Appendix B also lists the languages spoken by staff of your Agency.

Appendix C - Target Zip Codes

If your program is “neighborhood-based”, this is where you will indicate which neighborhood(s) and ZIP code(s) your program provides services in.

Appendix D - Target Client Demographics

Using a risk targeting model, appendix D categorizes the number and percent of total clients served by HIV transmission risk (sexual transmission and/or injection drug use), gender, sexual behavior and race/ethnicity. Also collected are percent of clients in various age ranges, age range of all persons targeted to be served, and a percentage of targeted individuals who fall into various sub-population categories.

Appendix F - Required Data Elements

Lists all of the data elements that are required to be collected and documented in the client record as well as the data elements that are required to be reported via the reporting system used by your contract.

Appendix G1 - Service Site Location

Lists each site where services funded via this contract are provided. Includes address, ZIP code, percent of total services provided at each site and the type of site (administrative only, program, mobile, etc.).

Appendix G2 - Services by Service Site

Indicates which services provided by your contract are provided at each of the service sites listed in Appendix G1.

Schedule E - Service Target Grid

Lists the service families funded via your contract, the number of each service type (and session when applicable) projected to be provided each month. The service target grid also includes the projected number of unduplicated clients served by the contract and/or intervention as well as the number of cycles of the intervention projected to be completed (when applicable). For Performance-Based contracts, the service target grid also includes the reimbursement rate and unduplicated clients to be served per service family.

Schedule F - Service Level Analysis

The Service Level Analysis (SLA) for cost-based contracts determines how many hours of direct service a full-time equivalent (FTE) will work. The SLA for performance-based contracts computes your reimbursement per service family based on units of service multiplied by your rate. Depending on the type of contract you have, different requirements are applied (see your contract for details). A service-level analysis does not apply to deliverables-based contracts.

For cost-based contracts, the SLA includes:

- Guidance on FTE
- Minimum hours per FTE
- Distribution of effort among service families
- Ratio of direct vs. non-direct service FTE

Note: SLA may include any or all of above

For performance-based contracts, the SLA includes the projected units, reimbursement rate, and total reimbursement for each service family. The SLA also includes the total allocated dollar amount per service family and the percent of the total MRA that each service family represents. Specific requirements regarding percentage caps per service family may be established per service category. Work analysis to determine appropriateness of your staffing levels may also apply.

Schedule G- Deliverable Schedule

For deliverables-based contracts, Schedule G lists each major activity to be completed. Included is a description, the documentation required to be submitted for payment, the anticipated completion date, and the reimbursement amount for each deliverable.

Worksheet A: Single Payment Verification

This worksheet determines whether or not your agency is able to bill other sources for the same service funded via the contract and, if so, describes how you ensure that services are not reimbursed by more than one source. Worksheet A also provides a description of the billing system you use and the billing records that can be generated for review. Worksheets are reviewed and updated each year to reflect any changes in your ability to bill other sources.

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Section 2: Fiscal Documents

Schedule B: Line-Item Budget

Line-item budgets may or may not be required for each contract. Whether or not a budget is required and the content of the budget varies depending on the reimbursement model and the specifications of the RFP under which your contract was awarded.

The line-item budget demonstrates how you intend to spend your contract funds, and permits HIVCS to identify any proposed costs that our funders – the federal and, in some cases, city government – have determined are unallowable.

For Performance-Based Contracts

In some instances, rates for performance-based contracts are negotiated per contract using a budgeting methodology. This is done by first setting a line-item budget and then allocating each budget line amount to the various service families. This amount represents the budget amount per service family. The number of projected services for each service family is divided into the budget per service family which equals the rate. Rate ceilings and service caps differ per service family and service categories. In other cases, rates are pre-established and non-negotiable.

An abbreviated line-item budget or no budget may be required for performance-based contracts, depending on the particular service category and whether it is a new contract or a renewal contract and whether the rates are pre-established or negotiated.

For Cost-Based Contracts

A line-item budget is required for all cost-based contracts. The budget consists of budget categories and budget line items. Budget categories are the major classifications of expense: personnel, fringe benefits, travel, equipment, supplies, other, consultant/contractual and Indirect Costs/ Program Administration. Budget line items are the individual cost items within each budget category. In the personnel category, for example, budget line items are the individual positions to be funded. The "other" category includes budget line items such as rent, postage and telephone.

HIVCS recommends that you develop a line-item budget even when not required to do so. You should develop the budget and Scope of Services together to insure that your program is financially sound for you. It will also become the basis of future actual vs. budget analysis for you. Programmatic costs, such as program staff, should correspond to the types and levels of services reflected in the service target grid. Other than personnel services expenses (OTPS), such as client travel costs or nutritional snacks, should correspond to services being provided to clients.

The budget also includes a Certification of Administrative Cost that is signed by either your Agency Head, Senior Administrator or Fiscal Manager, confirming that the administrative costs included in your budget do not exceed 12% of your contract budget.

For cost-based contracts, your budget is an important tool for preparing monthly and final expenditure reports (see Chapter 4) and budget modification requests (see Chapter 3). Specific fiscal requirements are detailed further in Chapter 2.

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Section 3: Administrative Documents

There are various administrative documents required in order to execute your contract. Each administrative document is described below. Further details regarding administrative requirements are outlined in Chapter 2, Section 3.

Payment Instructions

You must submit written payment instructions annually to Public Health Solutions/HIVCS before any disbursements can be made. Payment instructions are generally submitted with your contract or renewal package. You will use these instructions to request an advance on your contract, if allowed.

Contract Contact Verification Form and Signature Authorizations

Before execution of your contract, you are asked to submit the contract contact verification form (CCVF) listing the names and signatures of authorized signatories for your organization. You must submit a separate CCVF for each contract you have with Public Health Solutions/HIVCS.

The Contract Contact Verification Form (CCVF) indicates to HIVCS who the primary contacts are at your agency. By completing this required form and keeping it updated, you ensure that contract documents and contract-related correspondence reach the appropriate people at your organization in a timely manner.

The Executive Director of your agency or other authorized personnel may revise the names on this list as often as necessary by submitting a newly completed CCVF. You can get a form showing current agency contacts and authorized signatories from your Contract Manager or the Contracts Unit. When you submit revisions to the list of authorized signatories, you also must submit a cover letter approving the changes, signed by your organization's approved signatory. Stamped signatures are not acceptable.

Only authorized signatories can sign the contract, contract amendments, monthly reports, budget and program modification requests and other contract documents. Monthly reports and other documents submitted without an authorized signature will be returned to you for proper signature and re-submission.

Address Correction/Contact Changes

Generally, correspondence will be sent to your contract contacts. In order to ensure that contract-related correspondence and contract documents reach the appropriate people at your agency, we ask that you inform us of changes in personnel, address, phone or fax numbers in a timely manner.

If you want to check or update the current information in our files, your Contract Manager or the Contracts Unit can provide you with a contract contact verification form (CCVF). The CCVF form is also located on our website, www.healthsolutions.org/hivcare and must be completed, signed and sent

(regular mail) to HIVCS in order for us to change a contact name (faxes will not be honored). Send completed CCVF forms to: Contracts Unit, HIVCS, 220 Church Street, NY, NY 10013. **Faxes will not be honored.**

You must complete a new CCVF when:

- You receive a new contract from HIVCS
- Your contract is being renewed
- Any of your contract contacts change
- You hire new staff to enter and submit eMER, eMPR, PNR and/or client-level data extracts

The CCVF provides space for eight agency contacts. One staff person in your organization may be the contract person for more than one function. For example, in a small agency, the Executive Director may be listed as the Contract Signatory, Agency Head, and Senior Administrator. You must provide a contact at your agency for each of the following:

Agency Head: The Executive Director, CEO, or other high ranking officer of the agency. HIVCS will send all correspondence regarding the award, renewal or termination of the contract to this person. This person has the authority to sign monthly and final expenditure reports and monthly program reports, contract modification requests, and advance requests and reimbursement instructions.

Senior Administrator: The individual who handles administrative, fiscal and programmatic matters pertaining to the contract. HIVCS will send the contract package, correspondence relating to contract compliance, and site visit reports to the Senior Administrator. The Senior Administrator has the authority to sign monthly and final expenditure reports and monthly program reports, contract modification requests, and advance requests and reimbursement instructions.

Fiscal Manager: The principal contact regarding fiscal matters who has the authority to sign monthly and final expenditure reports, contract modification requests, advance requests and reimbursement instructions.

Program Manager: The day-to-day contact regarding program matters. This person has the authority to sign monthly program reports and contract modification requests.

Contract Signatory: The individual who has the authority to sign the contract and any amendments to the agreement. HIVCS will send the contract and amendments to this person.

Alternate Contract Signatory (Optional): The individual designated to sign the contract and/or any amendment in the event that the Contract Signatory is unavailable at the time of execution.

EMER/EMPR Designee: (Optional): Any individual who is authorized to submit eMERs/eMPRS in addition to the Fiscal Manager/Program Manager and those listed above.

VENDEX Questionnaire

As a contractor with Public Health Solutions, you are also a New York City subcontractor, and are required to submit the VENDEX Vendor Questionnaire and Principal Questionnaires for all principal staff and officers/board members of your organization. If you have several contracts with HIVCS/Public Health Solutions, you need only submit one set of questionnaires. It is important to note that the Vendor Questionnaire and Principal Questionnaires are filed with the Mayor's Office of Contract Services (MOCS) and not with Public Health Solutions/HIVCS. However, Public Health Solutions/HIVCS must see evidence of your submission to MOCS. You will be required to submit the memorandum of submission annually. Please see the link below to access this form.

VENDEX stands for the New York City Vendor Information Exchange System, a database of information of vendors who do business with New York City. This database is maintained by the Mayor's Office of Contract Services (MOCS). Most of the information that is placed on the database comes from the VENDEX forms, which vendors must complete for certain types of contracts, or when contract dollar thresholds are reached. This is one of the tools that the City agencies use in order to determine a vendor's responsibility.

The links below navigate to electronic copies of the VENDEX documents, which are issued by Public Health Solutions and MOCS. MOCS occasionally releases updated forms, so vendors should verify that they are using the most up-to-date VENDEX forms and following the most up-to-date processes. For more information regarding the VENDEX forms or system, please dial 311 (in New York City) or visit www.nyc.gov/VENDEX.

The following are website links to instructions and forms by HIVCS concerning VENDEX Submissions:

http://www.healthsolutions.org/hivcare/Docs/VENDEX_GUIDELINES.DOC

http://www.healthsolutions.org/hivcare/Docs/VENDEX_Submission_Memorandum.doc

The following are website links to forms which are issued by MOCS concerning VENDEX Submissions

http://www.healthsolutions.org/hivcare/Docs/vendors_guide_to_vendex_released_2_1_06.pdf

http://www.healthsolutions.org/hivcare/Docs/vendor_questionnaire_released_2_1_06.pdf

http://www.healthsolutions.org/hivcare/Docs/principal_questionnaire_released_2_1_06.pdf

http://www.healthsolutions.org/hivcare/Docs/certification_of_no_change_released_2_1_06.pdf

Division of Labor Services (DLS) Supply and Service Employment Report

Public Health Solutions also requires detailed employment information for the companies we work with. The *DLS Supply and Service Employment Report* ensures that your personnel and labor policies comply with certain laws and standards. These forms, and the information therein, are managed by the New York City Department of Small Business Services, Department of Labor Services. We have provided them here as a convenience and encourage you to dial 311 (in New York City) or visit www.nyc.gov/sbs for more information.

Only one Supply and Service Employment Report is necessary, even if you have several contracts with Public Health Solutions/HIVCS. Your agency is not required to submit DLS documentation to Public Health Solutions/HIVCS if the total amount of all of the agency's contracts with Public Health Solutions/HIVCS is less than \$100,000.

The following is a link to an instruction page concerning DLS Submissions:

http://www.healthsolutions.org/hivcare/Docs/DLS_GUIDELINES.doc

The following are instructions and forms issued by the Department of Small Business-Division of Labor Services concerning DLS Submissions:

http://www.healthsolutions.org/hivcare/Docs/DLS%20Supply%20Svc%20Employment%20Rpt_FullForm.pdf

Insurance Requirements

For your contract to be in good standing, you must maintain appropriate insurance coverage, described below, with an insurer with a Best's rating of no less than A:7 or a Standard and Poor's rating of no less than AA. You must also name Public Health Solutions and the New York City Department of Health and Mental Hygiene (NYCDOHMH) as additional insured on the general liability, automobile liability and professional liability coverage and as a loss payee on the fidelity bond. Certificates without these designations will not be accepted, and your agency will be considered non-compliant with insurance requirements. The certificate must provide for at least 30 days written notice of cancellation or non-renewal. Consult with your insurance broker if you have questions about these requirements.

Consequences of Incomplete/Expired Insurance Certificates

Your insurer must provide Public Health Solutions with a current original Certificate of Insurance prior to the final execution of the contract. Submitting an incomplete Certificate of Insurance or not submitting one will result in:

- Withholding of final execution of a contract until insurance requirements are fully met
- Withholding of annual renewal of a contract until insurance requirements are fully met

- Withholding of the payment of advances or any contract-related invoices and/or payment requests.

Insuring Subcontractors

You must include all approved subcontractors, if any, as additional insured under your policies or furnish separate certificates for each subcontractor. All subcontractors shall provide the same coverage described below, including naming Public Health Solutions and NYCDOHMH as additional insured.

Self-Insurance

If you self-insure, you must provide proof of self-insurance to HIVCS. You must maintain sufficient liability insurance, including malpractice insurance, to protect yourself, Public Health Solutions and NYCDOHMH, its employees, agents, and independent contractors from all claims, actions and proceedings, costs, liability, loss or damage from injuries or death arising from the provision of services under your Agreement with Public Health Solutions.

Insurance Coverage

It is recommended that all contractors carry Hired and Non-Owned Auto Liability Coverage. However, Public Health Solutions will accept a letter stating that employees, directors and officers do not use their own vehicles or any hired, rented or leased vehicles in the course of their employment.

Professional liability insurance is required for contractors providing licensed and/or non-licensed professional services, such as medical, legal and social services, including any type of counseling. If you are not providing professional services and do not carry this coverage, you must submit a letter stating why this requirement is not applicable to your organization.

An Employee Fidelity Bond or equivalent coverage is required for Contractors requesting advance payments on their contracts. The insured amount must be the amount of the advance (which is generally 25% of the contract's MRA) or the amount of the combined advances under the Contractor's agreements with Public Health Solutions/HIVCS.

Required Types of Insurance and Limits

Comprehensive General Liability Insurance: includes coverage for products/completed operations, personal & advertising injury, hired and non-owned automobile

- Limits not less than \$1,000,000 combined single limit per accident for bodily injury and property damage

Owned Automobile Liability Insurance (if applicable)

- \$ 1,000,000

Worker's Compensation and Employers' Liability Insurance

- Limits not less than statutory limits of liability

Employee Fidelity Bond (or crime, theft, employment dishonesty insurance): includes coverage for non-compensated Directors and Officers

- limits not less than 25% of the aggregate maximum reimbursable amount(s) (MRA) of contract(s)

Professional Liability Occurrence Form Insurance

- Each claim \$1,000,000
- Annual Aggregate \$3,000,000

Faith-Based and Minority Status Survey

The CDC requires that recipients of HIV Prevention funds provide specific information regarding the minority status of their organizations. Provision of this information will, in no way, affect your funding.

CDC defines a minority organization as one in which:

- At least 51% of the members of the Board of Directors are racial/ethnic minorities; or
- At least 51% of the professional staff is racial/ethnic minorities.

Contractors must also identify whether their organizations are faith-based.

Americans With Disabilities Act Statement

All contractors are subject to subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 121232 (ADA) and related regulations (see 28 CFR, Part 35), which prohibit discrimination against individuals with a disability as defined in the ADA, by a public entity providing services, programs or activities to the public.

The NYCDOHMH requires that contractors provide a description of how the services, programs or activities provided will be made accessible to and usable by individuals with disabilities, including but not limited to people with visual, hearing or mobility disabilities. Prior to entering into a contract with Public Health Solutions, you must provide a description of your organization's accessibility. If your program site is not accessible, your organization must provide a description of reasonable alternative ways of making services accessible.

The following federal offices will help you address questions and concerns about complying with the ADA requirements:

How do ADA requirements affect public accommodations and state and local government services?

Department of Justice, Office of the Americans with Disabilities Act, Civil Rights Division, P.O. Box 66118, Washington, DC 20035-6118; (202) 514-0301 (Voice); (202) 514-0381 (TDD)

What are the ADA requirements for accessible design in new construction and alterations?

Architectural and Transportation Barriers, Compliance Board, 1111 18th Street, NW, Suite 501, Washington, DC 20036, 800-USA-ABLE (872-2253)

How do ADA requirements affect transportation?

Department of Transportation, 400 Seventh Street, SW, Washington, DC 20590, (202) 366-4000, 1-800-877-8339 (TDD)

Board of Directors List

Contractors must provide HIVCS with the most current list of their organization's Board of Directors (BOD). The BOD list must be updated and submitted to Public Health Solutions annually, at a minimum. Organizations should submit an updated BOD list whenever there is a change in BOD membership. The list must contain the name of each Board member, the position held, home and/or work address, home and/or work telephone number, and email address.

Chapter 1: Contract Components

Section 4: Contractual Documents

Contract Agreement

The contract specifies terms and conditions, as well as, legal and administrative requirements. Certain requirements, such as insurance, must be fulfilled in order to execute your contract. Others requirements, such as reporting, are in effect throughout the entire contract period. Be sure to read your contract, including "boilerplate" or standard provisions so that you understand all of your contractual requirements.

Definitions and explanations of many of the administrative and legal requirements of your contract are included in Chapter 2 of this guide.

Schedule C

Schedule C is a part of your executed Agreement with Public Health Solutions. Schedule C explains that as an organization under contract with Public Health Solutions, you may not enter into subcontracts with other parties to provide services that are covered under the "Agreement" Public Health Solutions without obtaining prior written consent from Public Health Solutions. If you request and receive Public Health Solutions consent, any subcontracts that you establish to provide any services under the Agreement, must contain the contract language stated in Schedule C. Any subcontracts established without written consent are void.