

## **Appendix A-2**

### **Operational Support for AIDS Housing (OSAH)**

The intent of OSAH is to help establish and maintain a viable continuum of residential opportunities for previously homeless persons with AIDS/HIV and their families living in supported housing created through the Homeless Housing and Assistance Program (HHAP). Many applicants for housing for persons with HIV/AIDS find it difficult to secure adequate funding both to maintain the physical plant and meet the support services needs of residents. OSAH funds help provide the necessary operational support to assist HHAP-funded AIDS housing programs in meeting the support services needs of their residents and covering maintenance and operating expenses.

OSAH funding is limited to sponsors of HHAP-funded projects that are specifically obligated in their HHAP contract to serve homeless persons with HIV/AIDS. Eligible HHAP applicants include not-for-profit agencies that either exclusively serve individuals and/or families with HIV/AIDS, or are contractually obligated to set aside a specific number of units for individuals and/or families living with HIV/AIDS. HHAP funds must have been used to construct the specific AIDS housing units for which OSAH funding is requested. To be eligible to apply for OSAH funds, the HHAP project must be in the operational phase of the project as defined by the HHAP agreement or scheduled to open during the five year term (September 1, 2013 – August 31, 2018).

#### **A. Eligible Activities**

To be eligible for funding under this RFP, activities must be in direct support of the operation of eligible projects. Eligible activities under this RFP are limited to the following:

- **Maintenance and Operation** - These are activities directly associated with the maintenance and operation of the eligible HHAP project and its grounds. Such activities include, but are not limited to:
  - maintenance, security, housekeeping, grounds keeping services or staff;
  - heating and utilities;
  - supplies, equipment, and furniture;
  - leased vehicles;
  - replacement costs;
  - service contracts;
  - food and/or clothing for residents; and
  - other related activities for which a need is clearly articulated.
  
- **Support Services** – Funds may be used to provide residents with necessary support services for which funding is not otherwise available. Eligible services include, but are not limited to:
  - admission and discharge planning;
  - case management, including benefits advocacy and health care advocacy;
  - assistance in accessing community-based services, including primary and chronic health care, mental health services, physical therapy and/or rehabilitation, substance abuse treatment and/or harm reduction services, etc.;
  - assistance with shopping, housekeeping, and other activities of daily living;
  - preparation and serving of food;
  - on-site educational and vocational training;
  - transportation services;
  - nutritional services;
  - child care;
  - crisis intervention services;
  - counseling, pastoral care, bereavement counseling; and
  - recreation and social activities.

The services listed above may be provided directly by the funded agency or through service agreements with other local organizations. If referral agencies are utilized, documentation of actual service provision

and outcomes is the responsibility of the funded agency.

- **Construction/Rehabilitation**– Funds may be used for minor construction and/or rehabilitation activities that will directly support and improve the operation of the eligible HHAP project. **Please note:** Funds available for construction/rehabilitation are limited and will be awarded strictly on a case-by-case basis. The applicant must clearly demonstrate that such funds are critical to the on-going viability of the project. The Bureau of Housing and Support Services will not consider activities deemed cosmetic in nature. A visit to the project site by BHSS staff or their representatives may be required before an award for construction/rehabilitation costs is made. The application must include a detailed cost estimate from at least one qualified contractor. Before funds are released for payment of actual costs, OTDA will require that the applicant provide at least three cost estimates from qualified contractors. OTDA may require that the applicant use the lowest responsible bid.

Funds requested for this category should demonstrate how the construction or repair work will:

- address issues to protect the health and safety of residents;
  - correct code compliance issues or meet handicapped accessibility requirements, and/or
  - assure continued viability and operation of the HHAP project.
- **Administrative** – Not more than **10%** of the OSAH award for a given project will be available to fund administrative activities, provided that the costs of such activities are sufficiently documented and can be appropriately charged to the OSAH program. All funds requested in support of this category should be itemized. Administrative activities may include, but are not limited to the following:
    - supervisory salaries and fringe benefits,
    - audit/bookkeeping,
    - office telephone,
    - postage, and
    - administrative personnel salaries and fringe for general oversight.

Costs for non personal support services are subject to compliance with the overall OTDA goal for Equal Employment Opportunity/Minority and Women Business Enterprise (EEO/MWBE) Participation Requirements of 20% (10% Minority Owned Business and 10% Women Owned Business participation.)

**B. Eligible Populations** are as follows:

The eligible population to be served under the provisions of this RFP is formerly homeless families and/or individuals that reside in HHAP-funded housing units specifically constructed or set-aside to house persons living with HIV/AIDS. **OSAH funds may not be used to provide services to individuals or families residing in non-AIDS units within eligible projects.**

**ADDITIONAL PROVISIONS**

a. The Grantee shall be bound by the additional terms and conditions contained in the appendices which are attached hereto and made part hereof.

b. The parties recognize that under the law of the State of New York, this AGREEMENT is wholly executory until and unless approved by the comptroller of the State of New York.

c. The Grantee agrees that no part of any submitted claim will have been previously paid either by the State or by any other funding sources.

d. The Grantee agrees that funds received from other sources for specific services already paid for by the State under this AGREEMENT shall be reimbursed to the State.

e. The Grantee warrants that it is not in arrears to the State upon debt or contract, and is not a defaulter as surety, contractor or otherwise on any obligation to the State.

f. The Grantee warrants that all the statements, data and other information and material furnished by the Grantee are true, complete and correct.

g. This AGREEMENT is and shall be deemed to be a contract entered into pursuant to the laws of the State of New York and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of New York.

h. The section headings of this AGREEMENT are for convenience of reference only and in no way define, limit or describe the scope or intent of this AGREEMENT.

i. The rights and remedies of the Office provided in this AGREEMENT shall not be exclusive and are in addition to all other rights and remedies provided at law or in equity.

j. It is hereby agreed that if there be any conflict between portions of this AGREEMENT, including the Appendices and plans thereof, the provisions which enlarge the rights and remedies of the Office shall control.

k. As specified on the face page, the initial term of this AGREEMENT is September 1, 2013- August 31, 2018. This AGREEMENT may be amended at the discretion of the OTDA and the availability of funds, as specified within the AGREEMENT or within any subsequent Modification Agreement(s) (Appendix X). Each modification shall be on the forms specified by the OTDA and which have been incorporated into this AGREEMENT.

l. OTDA reserves the right to adjust annual funding levels in subsequent contract years, should a project not attain an overall 90% occupancy rate, determined by averaging occupancy rates stated in the Quarterly Reports submitted for each 3 month period. Funding levels may be adjusted to the average occupancy rate. OTDA reserves the right to withhold funding during the contract term should beds become unavailable for greater than a 90 day period.

m. OTDA reserves the right to adjust the funding levels (higher or lower) based on the availability of funds. Should additional funding become available in subsequent years, OTDA may consider escalation costs of up to five percent per annum by adjusting the per unit compensation to reflect the cost of living adjustments.

n. Grantees are expected to collect, and may be required to submit relevant Medicaid patient data to the State Department of Health or other designated state agency to track Medicaid cost savings. Since this Medicaid patient specific data is classified as confidential it must be transmitted in a secure format.

o. This AGREEMENT may be terminated upon the termination for any reason of the agreement between the Grantee and the New York State Homeless Housing and Assistance Corporation.

#### NOTICES TO WRITTEN

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

Notices to be sent to the Office shall, unless stated otherwise, be sent to the Program Manager, New York State

Office of Temporary and Disability Assistance, Bureau of Housing and Support Services, 40 North Pearl Street, 10-B, Albany, New York 12243.

#### NO WAIVER

Any failure by the Office to declare a breach or to insist upon the strict performance by the Grantee of any covenant, term or provision hereof shall not be deemed to be a waiver of any of the covenants, terms and provisions hereof, and the Office, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Grantee of any and all of the covenants, terms and provisions of this AGREEMENT to be performed by the Grantee.

#### SEVERABILITY

In the event that any provision of this AGREEMENT is held to be invalid, such invalidity shall not affect other provisions, which can be given effect without the invalid provisions, and to this end provisions of this AGREEMENT are declared severable.

#### ENTIRETY OF THE AGREEMENT

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understanding, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the parties hereto.