



**Human Resources
Administration**
Department of
Social Services

W-2-196
Rev. 09/22

Office of Contracts

Gary P. Jenkins
Commissioner

Ann Marie Scalla
General Counsel

Vincent Pullo
Agency Chief Contracting
Officer

150 Greenwich Street
New York, NY 10007

929 221 6347

October 21, 2022

RE: Emergency Solicitation for
the DHS City Sanctuary
Facilities

Dear Prospective Proposer:

The New York City Department of Homeless Services ("DHS") appreciates your interest in the Emergency Solicitation for the DHS City Sanctuary Facilities pursuant to a declared emergency, issued on August 5, 2022.

Please find attached Addendum #3 for the above referenced Emergency Solicitation.

Addendum #3 contains:

- **Attachment A:** Attached to this Addendum as "Attachment A" is the Revised Emergency Solicitation for the DHS City Sanctuary Facilities
- **Attachment B:** Attached to this Addendum as "Attachment B" are Job Descriptions for Temporary Staffing
- **Attachment C:** Attached to this Addendum as "Attachment C" is the Updated Commercial Hotel Agreement Memorandum of Understanding (MOU)

Please note your organization's email system may have a maximum size limitation for sending of emails. Please be advised that DSS cannot accept emails in a size greater than 20 MB.

It is strongly recommended that you send such email with enough time to determine whether the transmission has failed. Also, DSS strongly recommends that you follow up with an email to ACCOCContractPlanning@dss.nyc.gov to confirm that the email was transmitted successfully.

Sincerely,

Vincent Pullo

Attachment A: Revised Emergency Solicitation for the DHS City Sanctuary Facilities

Please be advised that the subject Emergency Solicitation has been revised. All new language is **bolded and underlined**. Language that is crossed out is being deleted from the solicitation.

Office of Contracts

Gary P. Jenkins
Commissioner

Martha A. Calhoun
General Counsel

Vincent Pullo
Agency Chief Contracting
Officer

150 Greenwich Street
New York, NY 10007

929 221 6347

August 5, 2022

Dear Prospective Vendor:

The Department of Homeless Services (DHS) is seeking appropriately qualified vendor(s) to identify and operate **units for the** City Sanctuary Facilities (“Facilities”) programs that will be used to house asylum seeking families and individuals in New York City. This emergency procurement is being solicited under the emergency declaration issued by the New York City Department of Social Services.

The selected vendor(s) will procure and operate up to 5,000 units in Facilities such as commercial hotels or other similar facilities throughout NYC as outlined in the solicitation. The population served by the selected vendor will be families with children, adult couples, and/or individual adults. Vendors can propose to either operate just the operational portion of the Facility, the service delivery requirements of the Facility, or both and should make this clear in their proposal. This solicitation is “open-ended”. Therefore, proposals will be reviewed on an on-going basis until capacity needs, including both Facility operations and service delivery, have been met. DHS will start to accept proposals immediately. Proposers are advised to be ready, willing, and able to provide services on a 24 hours’ notice.

Please be advised that (DHS) is expanding this solicitation to seek appropriately qualified vendor(s) to provide emergency, time-limited on-site social services to migrant and asylum-seeking individuals and families who have entered the DHS shelter system. These staff will be responsible for opening and providing social services at City Sanctuary facilities (“facilities”) across New York City until longer-term staffing resources are secured. Staffing needed include Community Associates and Shift Supervisors.

Who Can Apply

DHS is looking for organizations who can provide Facility space **and/or services**, including landlords, consortiums of hotel ownership groups, industry membership organizations or any other group that can provide and oversee the operations of one or more Facilities. Greater consideration will be given to proposers who have the capacity to propose, operate and maintain multiple Facilities. DHS is also looking for not-for-profit **and for-profit** organizations who possess successful relevant experience in providing services to the populations as described in the scope of services. **Moreover, DHS is seeking temporary staffing agencies who have immediate access to short-term staffing at the Facilities.**

DHS will accept ~~proposals~~ proposers for Facilities only, social services only, or in combination. Proposers should make clear in their proposals concerning the number of units, services and whether they are proposing ~~one or more Facility~~ **Facilit(ies)** only, services only, or a combined Facility/service submission. **For proposals offering temporary personnel services, proposers should provide the number of staff they can provide immediately, the number of staff they can provide/recruit at the time of proposal submission and their plan to recruit such personnel, and example resumes.**

Identification of Appropriate Locations

The selected vendor(s) ~~is expected to~~ **should** find Facilities with a minimum of **approximately 150 units or more, although DHS will consider Facilities less than 150 units.** Proposers should provide 100% of the building for DHS use and not have a mix of asylum-seeking clients and other private clients. **However, DHS will also consider sites that have other uses including sections of the hotel for paying guests and parts of the building having permanent tenants.**

It is anticipated that the Facilities will be designated as serving single adult individuals, adult families, or families with children based upon need and available space.

The vendor will be responsible for proposing and/negotiating each Facility rate, making all efforts to get the best available price which will include the units and all services outlined below.

- Staff with all appropriate certifications to manage the building operations of the hotel including appropriately certified fire safety staff.

- Ensure sufficient operational staff to coordinate with DHS 24/7.
- Housekeeping staff to clean the facilities, including rooms and common areas.
- Security staff both at the entrance of the building and throughout the facility at various posts.
- Appropriate maintenance and engineer staff to fix all building issues in a timely and efficient manner.
- Operational staff able to manage and distribute food, coordinate transportation, report census and other vacancy related information.
- Provide, manage and coordinate client transportation.
- Facilities should follow all rules outlined in the DHS **revised** standard commercial hotel MOU which is attached to this solicitation.
- The selected vendor(s) will negotiate a memorandum of understanding with each of the selected Facilities based on the standard DHS commercial hotel MOU, as applicable.
- The selected vendor(s) will serve as the main point of contact.

Facilities should have the following minimum items:

- Space for staff to perform all service functions as outlined in this solicitation.
- A valid Certificate of Occupancy or Temporary Certificate of Occupancy from the New York City Department of Buildings.
- No active serious building violations from DOB or ECB or a corrective action plan to address any violations.
- Staff on site to oversee building operations including maintenance and cleaning of the Facility.
- Designated staff to liaison with onsite service provider on all building related and operational issues to support service delivery and ongoing needs.

On Site Services at City Sanctuary Hotels

Onsite services shall include, but not be limited to, the following and should be designed to meet the needs of both single adult and families with children:

- Providing 24/7 operational support services with bilingual staff.
 - Operational services including food services; clothing services; transportation; childcare; job training and placement (as applicable); housing (as applicable); recreation services; Wi-Fi and computer work stations; care coordination; personal care items, and clean laundry to clients who are placed at the sites.
- Providing security guards at access control areas and throughout the facility.
- Liaison with Facility operations staff on all building related items such as building maintenance and room cleanliness.
- Providing culturally competent and bilingual case management services.
- Providing **referrals to** daytime on site medical services and assessment (including COVID screening, testing, and vaccination).
- Coordinating with mental health/trauma-focused counseling services, including groups and targeted services for survivors of violence and gender-based violence.
- Coordinating with Department of Education (DOE) support (including but not limited to registration, attendance, transportation, ongoing troubleshooting).
- Providing 24/7 interpretation and translation services.
- Coordinating with the Mayor's Office of Immigration Affairs (MOIA) for immigration legal services, and well as other appropriate government entities.
- Developing linkages/Memorandums of Understanding (MOUs) with refugee resettlement organizations.
- Developing a stipend program for clients, **to be approved by DHS**
- Developing a data tracking, monitoring, and reporting system.
- Coordinating with ESL instruction services.
- **Proposals that include only the provision of social services without one or more operational supports will be considered, and such proposals shall be clearly marked.**

Social Services Only and Temporary Staffing (On-site)

If the proposal elects to provide on-site social services only or temporary staffing only, services would include, but are not limited to,

the following and should meet the needs of single adults, adult families (without children), and families with children:

1. **Culturally sensitive registration, intake, roster tracking, and assessment**
2. **Bilingual Spanish/English case management**
3. **Referrals to community-based programs and organizations**
4. **Coordination with interpretation and translation services**
5. **Coordination with the NYC Department of Education (DOE) on student registration, school placement, attendance, transportation, and troubleshooting as needed**
6. **Referrals to ESL instruction**
7. **Referrals for childcare**
8. **Medical care coordination**
9. **Coordination with the Mayor's Office of Immigration Affairs (MOIA)**
10. **Referrals to immigration legal services**

Proposals for onsite social services should in their proposal how their program design meets the needs of the populations and specifications above. Proposals for temporary staffing should indicate how they are engaging staff who can successfully meet the above requirements, as well as the job descriptions which are attached to this solicitation.

Population

DHS anticipates that the selected vendor(s) will service the following populations:

- Individuals and families sufficiently stabilized through services provided at the City Sanctuary Intake Site will be transferred to a Facility for the duration of the emergency need.
- Individuals and families in existing DHS placements with upcoming **asylum** appointments at Federal Plaza **or other Federal office holding such appointments or hearings** will be offered the opportunity to transfer to a Facility for the duration of their emergency hotel service need.

In addition to the above, proposers are required to assist DHS in meeting all Federal reporting requirements associated with the funding in the resultant emergency contract, including determining client eligibility.

Proposers who are able to mobilize and operate other types of facilities on short notice may apply as well, with a proposal on how it can do so, including provision of sites. DHS will engage only with vendors who can be ready to provide services on an emergency basis. DHS encourage partnerships among vendors who are able to each provide a subset of services, such as providing medical services, and should propose accordingly. Proposals should include the names of all partners/subcontractors/linkages.

DHS anticipates that the Facility will be staffed with culturally competent personnel preferably bilingual in Spanish to provide the services outlined in this solicitation. Each vendor will provide staff in accordance with the requirements herein, and in accordance with applicable guidelines.

The selected vendor(s) will be needed for the period of the next six (6) to twelve (12) months from site opening; however, DHS reserves the right to extend the engagement if the need arises. Proposers should propose a budget indicating services on a yearly basis.

As part of this solicitation, proposers submitting responses should briefly address the following:

A. Experience

Proposers should discuss its past experience in providing case management and social services in situations where vulnerable clients are in severe distress. In addition, proposers should describe its ability to interface with immigration providers and other providers who work with the asylum-seeking population. Moreover, proposers should discuss their past experience providing shelter or other housing services to medically frail and/or vulnerable populations in a congregate-like setting. If a proposer is proposing just for the Facility operations portion of this solicitation the proposer should discuss their experience in managing Facility operations including success in providing, identifying and/or negotiating rates with Facilities; experience in managing multiple Facility operations and addressing and fixing emergent physical and other problems in hotels and similar facilities.

For proposals for temporary staffing, proposers should indicate their experience providing personnel working in social services, case management, and/or medical services. In addition, proposers should indicate their experience providing temporary personnel on an exigent or emergency basis.

B. Proposed Approach

Proposers should describe in detail how it will effectively carry out the scope of services described herein. Include a description on how they will coordinate care, and liaise, on the behalf of clients with other service providers. If a proposer is only applying to operate the Facility operations, they should describe in detail how it will effectively carry out the scope of services and include a description of how they will procure and coordinate with a group of hotels or like facilities.

C. Organizational Capability

Proposers should indicate how it will effectively manage staff in the Facility and managing budgets. In addition, proposers should indicate how it can fully staff its Facilities and/or can operate a Facility immediately upon DHS notice. Proposer should provide a full staffing plan and organizational chart showing all subcontractor/partners/linkages.

As part of their proposals, proposers should be prepared to discuss their financials including past audit reports, as well as demonstrate that they are enrolled in PASSPort and, if a not for profit organization, that they are enrolled with the New York State Office of Attorney General's Charities Bureau.

D. Payment Structure

Proposers should provide a full time and materials budget to operate the Facility. Any services to be subcontracted should be clearly indicated. The City reserves the right to negotiate a contract to coincide with available funding. It is anticipated that the payment structure for contracts awarded under this Emergency Declaration will be a line-item budget reimbursement. Price Proposals should include services only, unless a proposer is proposing to operate the hotel operations piece as well; site costs will be finalized after selection.

For temporary services proposals, please utilize the attached budget and only complete the personnel services sections with the specified titles (Community Associate and Shift Supervisor), with the hours they intend to provide.

E. Subcontracting

Any services that the proposer elects to subcontract should be indicated in their proposals. Please provide the subcontractor information as well as the description of subcontracted services. Any subcontracted work is subject to DHS approval in accordance with the City's formal subcontractor approval process.

Any services that the proposer elects to subcontract should be indicated in their proposals. Please provide the subcontractor information as well as the description of subcontracted services. If any subcontracted services necessitates obtaining services from a single source due to exigent circumstances, proposers should identify such sources, the reason the single source has to be utilized, and that discuss how the subcontracted price is consistent past subcontracted costs and/or costs for such services as otherwise available in the market.

F. Proposal Instructions and Basis of Award

Interested entities should complete the attached application form and indicate the number of rooms, or the site(s) if applicable, for which it would like to propose services.

This award will be made to technically viable and responsive and responsible applicant(s) offering services in response to this solicitation. DHS will consider the following criteria when evaluating submissions:

Experience	40%
Proposed Approach	30%
Organizational Capability / Ability to mobilize immediately	30%

DHS reserves the right to skip proposals and limit selections based on criteria such as vendor capacity and the ability to provide the services outlined in this solicitation. In addition, The City reserves the right to increase or decrease the award based on vendor capacity and in the best interests of the City. In addition, the City reserves the right to change and/or add sites during this solicitation process, and the number of rooms available under this solicitation.

If you are interested in applying to provide the above services, please submit your proposal to AccoContractPlanning@dss.nyc.gov. Note that the City will open proposals and score proposals once received and commence services upon DHS' notice to proceed.

Please note, your organization's email system may have a maximum size limitation for sending out emails. Please be advised that DSS cannot accept any email in a size greater than 20 MB.

An Information Session will be held via WebEx on Monday, August 8, 2022 at 2:00pm. The link for this meeting can be found below:

INFORMATION SESSION FOR CITY SANCTUARY INTAKE FACILITY
<https://nyc-dss.webex.com/nyc-dss/j.php?MTID=mfc98c5d9c99b54451092dff8bd2173>

Meeting number: 2335 428 9379
Password: sPvY7AS27YJ

To join by phone, please call:
+1-646-992-2010 United States Toll (New York City)
+1-408-418-9388 United States Toll

Access code: 233 542 89379

Once you submit your proposal electronically, DSS strongly recommends that you follow up with an email to AccoContractPlanning@dss.nyc.gov to confirm that the email was transmitted successfully.

Sincerely,


Vincent Pullo
Agency Chief Contracting Officer

Attachment B: Job Descriptions for Temporary Staffing

Job Description: Community Associate

Job Overview

With direction and guidance from the shift supervisor, community associates will deliver on-site trauma-informed social services at city sanctuary hotels throughout New York City. Working cooperatively with hotel operations and security staff, community associates will welcome and engage migrant and asylum-seeking single adults, families with children, or adult families (without children) as they enter the sanctuary hotel and navigate New York City. Community associates will complete culturally sensitive assessments to identify strengths, barriers, and service needs; make referrals to address those needs; and coordinate with City agencies, immigration services, and other community-based organizations.

Responsibilities

Community associates will carry caseloads of 25 individuals or families and will be responsible for tasks including, but not limited to, the following:

1. Culturally sensitive registration, intake, roster tracking, and assessment
2. Bilingual Spanish/English case management
3. Referrals to community-based programs and organizations
4. Coordination with interpretation and translation services
5. Coordination with the NYC Department of Education (DOE) on student registration, school placement, attendance, transportation, and troubleshooting as needed
6. Referrals to ESL instruction
7. Referrals for childcare
8. Medical care coordination
9. Coordination with the Mayor's Office of Immigration Affairs (MOIA)
10. Referrals to immigration legal services
11. Other tasks as necessary to facilitate delivery of necessary services to clients, including storage and distribution of packaged meals.

Requirements

- Bachelor's degree or relevant social services experience with people who are vulnerable and have experienced significant trauma
- Excellent verbal and written communication skills
- Ability to learn quickly and problem-solve
- Strong organizational skills
- Ability to work independently and as part of a team
- Basic understanding of immigration laws and procedures

Preferred qualifications

- Fluent in English and Spanish (written and spoken)

- Bachelor's degree in social work or other human services field + two years of relevant experience working with people who are vulnerable and have experienced significant trauma
- Solid understanding of trauma and experience delivering trauma-informed services
- Crisis intervention experience
- Knowledge of immigration laws and regulations
- Understanding of child development and child welfare

Schedule:

Full-time during the day, evening, or overnight shifts

Job Description: Shift Supervisor

Job Overview

Shift supervisors will provide and oversee on-site trauma-informed social service delivery at city sanctuary hotels throughout New York City. Working cooperatively with hotel operations and security staff, shift supervisors will welcome and engage migrant and asylum-seeking single adults, families with children, or adult families (without children). Supervisors will manage daily social service operations and provide on the ground support and supervision for community associates who are responsible for completing culturally sensitive assessments and making referrals.

Responsibilities

Shift supervisors will have teams of 3 to 6 community associates and are responsible for varied tasks including, but not limited to, the following:

1. Overseeing social services operations and seamless transitions from one shift to the next
2. Supervising and supporting community associates, including reviewing completed assessments
3. Ensuring that community associate staff provide culturally sensitive, trauma-informed services
4. Ensuring appropriate staff coverage and monitoring attendance
5. Intervening in crises and counseling clients as needed
6. Planning and troubleshooting with operations and security staff
7. Coordinating interpretation and translation services
8. Troubleshooting with NYC Department of Education (DOE)
9. Coordinating with the Mayor's Office of Immigration Affairs (MOIA)
10. Providing coverage for community associate staff as needed
11. Meeting with operations and security staff for planning and site management
12. Managing and documenting incidents
13. Managing and updating rosters and attendance

Requirements

- Bachelor's degree or two years of relevant social services experience with people who are vulnerable and have experienced significant trauma
- Strong understanding of trauma and how it manifests, as well as experience delivering trauma-informed, culturally sensitive services
- Excellent verbal and written communication skills
- Ability to learn quickly and problem-solve under pressure and within prescribed timelines
- Strong organizational and leadership skills
- Ability to work independently and manage a team
- Working knowledge of immigration laws and procedures
- Strong understanding of child development, child welfare, and education requirements

Preferred Qualifications

- Master's degree in social work or other human services field + two years of relevant experience working with people who enter the U.S. seeking asylum
- Fluent in English and Spanish (written and spoken)
- 2+ years of experience supervising social services staff in the delivery of culturally sensitive, trauma-informed services
- Solid understanding of immigration laws, regulations, procedures, and benefits/entitlements
- Experience working on-site in a congregate housing setting
- Experience working with the NYC Department of Homeless Services shelter system and navigating the Department of Education and Administration for Children's Services' child welfare systems

Schedule:

Full-time during the day, evening, or overnight shifts

Attachment C: Updated Commercial Hotel Agreement Memorandum of Understanding (MOU)

COMMERCIAL HOTEL AGREEMENT

THIS AGREEMENT dated _____, 20____, by and between _____ (“Provider”), having its principal office located at _____ and _____ (“Hotel”) having its principal office located at _____ (collectively “Party” or “the Parties”).

WITNESSETH:

WHEREAS, the Provider is a non-profit organization contracted by the New York City Department of Homeless Services (“DHS”) to operate the Sanctuary Hotel, through which temporary housing will be provided to homeless individuals and families who are seeking asylum (“Clients”) in New York City (“Sanctuary Hotel Program”); and

WHEREAS, the Hotel is an establishment with hotel rooms (“rooms” or “commercial hotel rooms”) that are available to the Provider to be utilized as temporary housing; and

WHEREAS, the Parties have entered into this Agreement in order to utilize the Hotel located at _____ as a site for the Sanctuary Hotel Program that is being administered by the Provider; and

WHEREAS, the Parties agree that the rooms will be used for the express purpose of the Sanctuary Hotel Program unless otherwise designated in this Agreement.

NOW THEREFORE, the parties agree as follows:

1. TERMS OF AGREEMENT

- A. Term.** The term of this Agreement shall commence on _____ (“Commencement Date”) and shall continue on a month-to-month basis until otherwise terminated. The Parties agree that in order to meet the immediate capacity needs of DHS, the Agreement’s month-to-month rate terms may continue, unless otherwise terminated, until _____ (“Expiration Date”), at which time the Agreement will end.
- B. Extension.** The Agreement may be extended beyond the Expiration Date only through the mutual, written consent of both Parties. All extensions shall be on substantially the same terms and conditions contained in the Agreement.
- C. Modification.** This Agreement may be modified only through the mutual, written consent of both Parties.
- D. Termination.** Either the Provider or the Hotel shall have the right to terminate this Agreement upon thirty (30) days written notice to the other Party.

2. PAYMENT, INVOICES & ROOM RESERVATIONS

- A. Payment Terms.** The Provider is hereby agreeing to utilize ____ commercial hotel rooms for the stated purpose of operating the Sanctuary Hotel Program. The Hotel will provide _____ confirmed hotel room reservations at a rate of \$ _____ per day per room.
- B.** The Hotel shall bill within five (5) days of the beginning of each month for the prior month. Hotel shall bill only as authorized. Invoices must be submitted to the Provider and shall include the following information:
- a. Hotel's Federal tax ID or EIN number
 - b. The Hotel's name and address
 - d. Invoice date
 - e. Period of Occupancy
 - f. Number of rooms utilized during Period of Occupancy
 - g. Total amount of invoice
- C.** The Hotel acknowledges that the Provider is a not-for-profit organization and is exempt from taxes levied by Federal, State, and Local governments. Hotel acknowledges the room rate is fixed. Hotel further acknowledges that no charges other than the fixed room rates are allowed when billing for rooms. Any other charges, such as amenities, room service, telephone, etc. are not allowed. Provider requires the approval of the City of New York prior to agreeing to any changes in the room rate. Provider shall pay or reimburse for use of the rooms through this contract.
- D. Room Reservation - Reduction Plan.** The Provider may initiate a multi-step process for reducing the number of reservations at the Hotel. If the Provider decides to initiate a Reduction Plan at the Hotel, then prior to each phase of the reduction the Provider shall issue ten (10) days prior written notice to the Hotel of its intent to reduce the total number of room reservations for that phase at the Hotel.
- E.** If a Reduction Plan is initiated, then the Provider shall begin to reduce the total number of reservations at the Hotel as required at each phase.
- F.** Under the Reduction Plan, the vacated rooms shall be returned to the Hotel and shall no longer be covered under this Agreement. In addition, payment for the use of the rooms shall be proportionally reduced by the Hotel on a monthly basis, as the Provider returns the

rooms to the Hotel. In accordance with this section, the Hotel agrees that the Provider will pay the Hotel, on a month-to month basis, only for the occupied rooms, beginning on the Commencement Date, and continuing until all rooms have been vacated.

- G. At least forty-eight (48) hours prior to any reduction from the Hotel, the Provider and Hotel shall participate in an exit conference to evaluate the condition of the Hotel.

3. STAFF, PROGRAM RULES & SECURITY

- A. **Staffing.** Provider staff will maintain twenty-four (24) hour management of the program at the Hotel. Provider will identify staff to serve as emergency contacts for the Hotel and City of New York, in the event that the Hotel or City of New York require an immediate response to any inquiry, and will submit name, cellphone number, email and other contact information for this purpose. The Provider may be required by the City of New York to replace emergency contacts that fail to appropriately respond to emergencies. (Please complete Exhibit A.)
- B. Hotel will provide twenty-four (24) hour emergency contact information for the hotel management staff. (Please complete Exhibit A.)
- C. **Program Rules.** Provider agrees that its Clients will be required to sign and abide by Provider's rules of conduct and may be removed from the property by Provider for cause as determined by Provider. Provider agrees and understands it will not have sole use of the premises. The portion of the facility which is not being utilized for the program will remain in operation as an active commercial Hotel. Provider agrees to provide the Hotel a copy of the rules of conduct and a list of names of the Clients. Provider and Hotel agree to inform the City of New York /DHS of any Client violating the codes of conduct agreed to by the Client during processing.
- D. Twenty-four (24) hour security will be provided by the Provider. In addition, the Provider shall also submit a security plan to DHS for approval.

4. ROOMS

- A. The Hotel agrees to the use of the designated hotel rooms for the aforementioned stated purpose unless prevented due to conditions beyond the Hotel's control. The Hotel shall have the right to substitute designated rooms for the aforementioned stated purpose upon seventy-two (72) hour notice to Provider and the City of New York DHS.
- B. Each room provided by Hotel to Provider for program use must contain furniture suitable for Clients, as may be reasonably determined by the Provider. The Provider

reserves the right to remove (and immediately provide to Hotel for storage) or modify the furniture in individual rooms to meet program requirements. Any change will be completed in consultation with the Hotel. Such removal, modifications or storage shall be at no additional charge to the Provider.

C. Vacant Rooms: Whenever any Client vacates a room, the Hotel shall clean the room as required under this Agreement and make available to the Provider for a new Client within twenty-four (24) hours of vacancy.

D. Offline units. Hotel and Provider agree that rooms cannot remain vacant for extended periods of time. Any room vacant for more than twenty-four (24) hours will be subject to review by the Provider and the City of New York DHS, and the Hotel may be required to submit documentation specifying the reason for the continuing vacancy. The Provider may evaluate such documentation and may require a credit if the Hotel i) provides inadequate documentation (as may be determined by Provider), or ii) does not promptly address the conditions in the rooms to bring them back online where appropriate documentation has been provided.

5. SERVICES BY HOTEL

A. Housekeeping

- i. The Hotel will provide housekeeping services at least every other day for all the rooms being utilized by the Clients while Clients reside in the room and upon turnover.
- ii. All corridors, stairwells, elevators, and other common areas throughout the premises must remain unobstructed and shall also be maintained by the Hotel in a clean and sanitary condition.

B. Linens and Toiletries

- i. Unless otherwise specified, the Hotel will provide linen service including sheets, blankets, pillows and pillowcases, towels, soap, etc. must be provided upon check in and replaced on a one-for-one exchange at a minimum weekly and on an as needed basis and in sufficient quantities according to the number of occupants in the room.

C. Refuse and Trash Pickup

- i. Trash pickup from hotel rooms is required daily. Trash must be properly stored in covered receptacles appropriate to the volume of the container. Trash

and debris cannot accumulate to levels where refuse overflows containment areas.

D. Extermination and Pest Control

- i. Extermination services must be performed by a certified pesticide applicator.
- ii. Pest control inspections, including extermination as necessary, must be performed monthly at the facility and more often in units if conditions require, and where vermin may be identified. Rooms must receive treatment and be put back online within 24 hours.
- iii. Exterminating activities cannot be performed while Clients are in the room.

E. Food Service

- i. Hotel will not provide any food or beverage services under this Agreement. Provider agrees to provide Breakfast, Lunch and Dinner to all Clients. Partaking in the Hotel's food and beverage offerings are prohibited and will be reflected in the rules and regulations Provider gives its Clients.

6. HOTEL ROOM REPAIRS

- A. When a room is vacated the Hotel agrees to prepare the room for usage by another Client.
- B. All requests for repairs, whether in rooms or common areas, must be addressed by the Hotel within 24 Hours.
- C. The Hotel will maintain the Certificate of Occupancy with respect to the rooms and, except as otherwise provided herein, be responsible for all maintenance and repairs.
- D. The Hotel will keep the premises free of New York City Department of Building (DOB), Fire Department of New York (FDNY), and Environmental Control Board (ECB) violations to the best of their abilities. Any notice by a city agency of a violation of code, law, rules or regulations must be addressed promptly.
- E. The Hotel shall have the right to enter the rooms at any and all times for inspection, repairs, and maintenance, and shall use reasonable care not to disturb any occupant of any room or its possessions in so doing, though exceptions to disturbance of an occupant may be made in the case of an emergency or if dangerous, unsanitary or hazardous conditions exist, or illegal activities are being conducted, in or about such room.

- F. Hotel shall maintain all safety devices, including window guards, smoke and carbon monoxide detectors, sprinklers, fire extinguishers, grab bars, etc. in proper operating condition. The Hotel shall respond to reports or communications by the provider of inadequate safety situations immediately.

7. CORRECTIVE ACTION PLAN

- A. Should the City of New York DHS forward a corrective action plan (CAP) to the Provider, the Hotel agrees to prioritize remediation efforts to resolve all deficiencies and violations of record.

8. ALTERATION & DAMAGES TO THE ROOMS

- A. Provider agrees neither it nor any of the Clients occupying the premises may make any additions, alterations or "improvements" to the rooms.
- B. If any room or the means of access thereto shall be damaged by fire or other cause covered by insurance required to be maintained by the Hotel pursuant to Article 11(B) herein, the Hotel shall, at its own cost and expense and/or using such insurance proceeds as it may receive, with reasonable dispatch after receipt of notice of said damage and receipt of such proceeds, repair or replace or cause to be repaired or replaced, with materials of a kind and quality customary in buildings of the same type as the Premises, the rooms and the means of access thereto, including the walls, floors, ceiling, pipes, wiring, and conduits in the rooms. The Hotel shall not be required to repair or replace, or cause to be repaired or replaced equipment, furniture, or decorations installed by Provider or any of its agents, contractors, employees, or Clients or any resident of the rooms or their guests.
- C. If the damage resulting from fire or other insured cause shall be so extensive as to render any room partly or wholly unusable or to destroy the means of access thereto, Provider's payment to the Hotel shall be proportionately abated (subject to clause 8. d. below) until that Room shall be repaired. Provider will not be responsible for loss of potential income or any portion due to any disaster related closing (subject to clause 8. d. below).
- D. Provider will be responsible for any extraordinary damages caused by willful misconduct or negligence caused by Clients. Extraordinary damages shall include but not be limited to vandalism, purposeful destruction of furniture, fixtures, walls, ceilings

or other property in the room or other areas of the Hotel where the damage to the room causes collateral damage to the other areas of the Hotel. In accordance with subsection (f) below, the Provider agrees to reimburse the Hotel the cost to repair such damages, subject to DHS approval and funding. The Hotel agrees to hold Provider harmless for any damage caused by normal wear and tear. Wear and tear shall include, but not be limited to, stains on carpeting and bedding, minor nicks or scratches on furniture, small holes made by tacks or pins, torn bedding including sheets, pillowcases, comforters, minor nicks or scratches on wallpaper and on doors and windows, and any other condition that can reasonably be expected from normal use.

- E.** Provider and Hotel agree that damages will only be considered if appropriately documented via a joint walkthrough, which shall be conducted forty-eight (48) hours prior to the final room reduction (pursuant to Sections 2(F) and 2(G) above) and permanent exit from the Hotel. The joint walkthrough shall be conducted in order to itemize and photograph the damages. The joint walkthrough shall be conducted by the Provider, as well as the Hotel operators. Damages will only be considered for payment if the Hotel can provide a signed Damage and Incident Report with photographs from the time of the incident or from the time of joint walkthrough. Invoices for damages must contain the documentation outlined in this Section and shall also include receipts, certificates and/or other proof to support the associated costs of the damaged items.

9. COMMUNICATIONS

- A.** Provider and the Hotel must protect the privacy of the Clients. Inquiries regarding any Client or event involving a Client must be referred to the Provider and City of New York DHS.
- B.** Hotel must provide immediate notice to the Provider and City of New York DHS of any emergency response situation occurring on the premises.

10. INDEMNIFICATION

- A.** Provider hereby agrees to defend, indemnify and hold the Hotel, its owners,, mortgagees and lessors of the Premises harmless, , from any and all costs, expenses, claims and liabilities, including (without limitation) attorneys' fees and costs, arising out of the occupancy, to the extent of any negligence, intentional tortious acts, breach of this Agreement or Applicable Laws, by Provider or its agents, contractors, employees, or Clients or any Occupant of the rooms or their guests. (See Exhibit B: Tenancy Rights).

- B. Hotel hereby agrees to defend, indemnify and hold the City of New York, Provider, their respective officials and employees, harmless from any and all costs, expenses, claims and liabilities, including (without limitation) attorneys' fees and costs, arising out of the occupancy, to the extent of any negligence, intentional tortious acts, breach of this Agreement or Applicable Laws, by Hotel or its agents, contractors, employees, or their non-Client invitees.

11. INSURANCE

- A. **Insurance.** Provider shall obtain, and at all times during the Term maintain at its sole cost and expense, the following insurance covering the Demised Premises and the Building and Provider's operations therein and with respect thereto:
 - i. Commercial general liability insurance against claims for bodily injury or death or property damage occurring in or about the Building (including, without limitation, bodily injury, death or property damage resulting directly or indirectly from any change, alteration, improvement or repair thereof or from terrorism or mold), with limits of not less than a combined single limit of \$1,000,000.00 and \$3,000,000.00 in the aggregate. Provider shall name Hotel as an additional insured under such policy; and
 - ii. Workers' compensation insurance, New York State disability benefits insurance, and any and all other statutory forms of insurance now or hereafter required by law, covering all persons employed in, on or about the Premises by Provider.
- B. For all times during which this Agreement is effective the Hotel shall obtain and maintain commercial property insurance covering the building, structure, equipment fixtures, and personal property against loss and damage by fire and such perils as are included in ISO form CP 10 30 Special Causes of Loss insuring the full replacement cost of Hotel's building, structure, equipment and fixtures, and providing business interruption and extra expense coverage. Such policy shall have a maximum deductible of \$10,000.00. Such policy shall provide for a waiver of subrogation in favor of the Provider, the City of New York, and their respective officials and employees.
- C. Notwithstanding anything else contained in this Agreement, the Hotel waives any and all claims against Provider, the City of New York, and their respective officials and employees for damages or losses that are covered or would be covered in whole or in part under any policy of insurance required of Hotel by this Agreement or otherwise applicable to its operations, regardless of whether such policy is actually in effect at the time of any occurrence, loss or casualty.

12. VIOLATIONS

The Hotel shall, at its own expense, keep the premises free of conditions constituting a

New York City Department of Building (DOB), Fire Department of New York (FDNY), or Environmental Control Board (ECB) Violations (collectively “Violations”), regardless of whether such Violations are actually assessed by the City agency with jurisdiction. Hotel shall promptly resolve any such Violations upon learning of such Violations. If any violations exist either prior to use by the City, or at the time of execution of this Agreement, then the Hotel shall prioritize their resolution at no cost to the city. If any such Class 1 violations exist at the time of execution of this Agreement, Hotel shall provide the City with a list of such Class 1 violations prior to execution of this Agreement. Such violations may also be documented in a Corrective Action Plan (“CAP”) issued by the Provider to the Hotel. The Provider shall inform the Hotel of any delinquent and/or outstanding issues contained in the CAP that it is aware of. The Hotel shall address any outstanding issues contained in the CAP, and/or complete any tasks related to implementing the CAP. Hotel shall provide adequate documentation of the resolution of any violation to the Provider. In addition, if the Provider determines that the Hotel has failed to resolve any Violations, or that the Hotel has failed to meet the requirements of the CAP, the Provider may, at its sole option: (i) withhold the Hotel’s monthly payment(s) due under this Agreement; and/or (ii) reduce its occupancy, with a proportional decrease in monthly rent; or (iii) Terminate the Agreement.

13. NO STATUTORY RIGHTS

Provider acknowledges and agrees that it does not have any statutory rights that are available to tenants under any Applicable Laws and if any such rights accrue to Provider, they are specifically waived by Provider by the execution of this Agreement. The parties acknowledge and agree that nothing herein shall be construed to constitute the parties as employer/employee, partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking. Neither party shall be held financially responsible for the service(s) rendered by the other, nor does either party assume liability for the acts of the other party.

14. ENTIRE AGREEMENT

The parties agree that (a) this Agreement constitutes the full agreement between them, (b) there are no understandings not set forth herein, (c) neither party is relying on any representations or warranties not set forth herein, and (d) no future modifications may be made except in a writing signed by both parties. If any provision of this Agreement is found invalid or unenforceable, the remainder of the Agreement will still be valid and enforceable to the fullest extent permitted by law.

15. SURVIVAL

Any obligation of Provider and the Hotel under this Agreement which by its nature or under the circumstances can only be, or by the terms of this Agreement may be, performed after termination and any liability for a payment with respect to any period on account of continued use or occupancy of the Program shall survive.

16. SEVERALIBILITY

If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

17. REMEDIES, GOVERNING LAW WAIVER & JURISDICTION

Except as may be expressly set forth herein, the parties shall have any and all remedies available at law or equity in case of a breach hereof by the other party. This Agreement will be governed by the laws of the State of New York, without regard to conflicts of law. All disputes arising hereunder, unless resolved by mutual agreement of the parties, shall be resolved by the Supreme Court of the State of New York, located in the County of New York. The parties hereby irrevocably (i) consent to the exclusive jurisdiction on of the Courts of the State of New York, for all purposes in connection with any action or proceeding that arises under, or relates to this Agreement, and (ii) waive all objections as to venue and any and all rights they may have to seek a change of venue with respect to any such action or proceedings. The parties waive the right to a trial by jury in any court action, proceeding or counterclaim arising out of this Agreement or the use and occupancy of the Premises by Agency or its Clients.

18. CHANGE OF USE

The Parties acknowledge that the needs of the Provider and the purpose, for which the Hotel is used, may change over the term of this Agreement. In the event the Provider determines that the type of program should change, Provider may effectuate that change upon five (5) business days' notice to the Hotel.

19. MISCELLANEOUS

- A. Headings.** The article and paragraph headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be deemed to define, limit, describe, explain, modify or add to the interpretation or meaning of any provision of this Agreement or the scope or intent thereof, nor in any way affect this Agreement.

- B. Counterparts and Electronic Signatures.** This Agreement may be signed in multiple counterparts with the same effect as if the Parties had signed the same document. The counterparts of this Agreement may be signed and delivered electronically (including by email or “PDF”). All signatures so obtained and transmitted shall be deemed to be original signatures for all purposes under this Agreement.

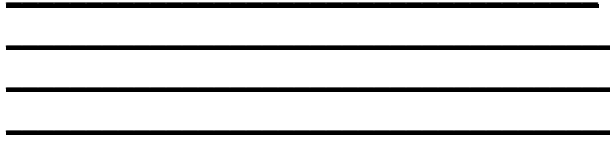
- C. Quantity of Services.** The Provider reserves the right to increase or decrease the level of services according to the requirements of DHS and the City at any time during the Term. If the Provider needs to acquire an increased number of rooms, the Provider agrees to allow a reasonable period of time according to the exigent circumstances for the Hotel to increase its room acquisition. The Provider shall not be required to guarantee a minimum quantity of rooms, nor shall it be limited to the amounts estimated to fulfill its needs at the time of execution of this Agreement.

20. NOTICES

Any notice to be given by either party hereunder shall be sent by certified mail, postage prepaid, or electronic mail, read receipt requested, to the addresses listed below. Actual delivery of notice, or communication to a party at its address, or delivery by certified, registered or overnight mail will be conclusive and deemed to be sufficient service upon that party as of the date the notice or communication is received by that party. Either party’s address may be changed at any time by an instrument in writing executed and acknowledged by the party making the change and delivered to the other party in the manner specified above. Nothing in this section shall be deemed to serve as a waiver of any requirements for the service of process or notice in the institution of an action or proceeding as provided by law.

If to the Provider:

If to the Hotel:



[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates appearing by their respective signatures.

PROVIDER

BY: _____

TITLE: _____

FED. EMPLOYER I.D. NO. OR SOC. SEC. NO.

DATE: _____

HOTEL

BY: _____

TITLE: _____

FED. EMPLOYER I.D. NO. OR SOC. SEC. NO.

DATE: _____

Exhibit A – Emergency Contacts

Hotel Name _____

Address _____

Provider Contact Name _____

Address _____

Cellphone _____

Email _____

Alternate Phone _____

Alternate Email _____

Provider Contact Name _____

Address _____

Cellphone _____

Email _____

Alternate Phone _____

Alternate Email _____

Hotel Name _____

Address _____

Hotel Management Contact Name _____

Address _____

Cellphone _____

Email _____

Alternate Phone _____

Alternate Email _____

Hotel Management Contact Name _____

Address _____

Cellphone _____

Email _____

Alternate Phone _____

Alternate Email _____

Exhibit B

DHS Clients in receipt of temporary housing assistance have their residencies regulated by State law and regulation, and not by local landlord tenant law. DHS Clients are regulated pursuant to New York State Social Services Law and the shelter regulations in 18 NYCRR Parts 491 and 900, as well as by Administrative Directives from the State Office of Temporary and Disability Assistance. State ADM 96 ADM 20 provides that DHS Clients are not entitled to choose their own shelter and that the remedies for transfers or discharges with which they disagree is redress at a State Administrative Fair Hearing, not at Housing Court. *See, e.g., Boyce v LCG Community Service*, Index No 10120/15 (Civil Court of New York, Housing Part, May 12, 2015) (“The court finds that petitioner [shelter client’s] occupancy of the premises was not that of a tenant; instead, it was akin to that of that of . . . a licensee”). This analysis applies to any unit wherein a family or individual is placed by DHS and has the protections of state law and regulation. This includes commercial hotels.