

# Shelter Facilities for Homeless Single Adults

EPIN: 07119I0001

## Table of Contents

1. Program Background
  - A. Program Goals and Objectives
2. Program Expectations and Proposal Instructions
  - A. Experience 15 points
  - B. Intake, Case Management and Residential Services 15 points
  - C. Supportive Services 15 points
  - D. Housing and Employment Placement Services 15 points
  - E. Staffing Plan 10 points
  - F. Partnerships 5 points
  - G. Security, Facilities, and Building Management 15 points
  - H. Data Monitoring and Reporting 5 points
  - I. Budget Management 5 points
3. List of Attachments
4. Basis for Contract Award and Procedures
  - A. Proposal Evaluation
  - B. Contract Award

**IMPORTANT NOTE:** This Request for Proposals is issued through the HHS Accelerator system to those organizations prequalified in the relevant service areas. Likewise, proposals must be submitted through the HHS Accelerator system in the manner set forth in the 'Procurements' section of the system by those same prequalified organizations. Go to [www.nyc.gov/hhsaccelerator](http://www.nyc.gov/hhsaccelerator) to learn more.

**Basic Information**

<b>RFP Release Date</b>	October 30, 2018		
<b>Proposal Due Date</b>	This is an “Open-Ended” RFP. Therefore, proposals will be accepted and reviewed on an on-going basis until the available permanent capacity has been met. Proposals will be accepted beginning on October 30, 2018.		
<b>Pre-Proposal Conference</b>	Date: November 14, 2018	Time: 2:00pm to 4:00pm	Place: 150 Greenwich Street (4 World Trade Center), 37 <sup>th</sup> Floor Bid Room, New York, NY 10007
	Please note security at 150 Greenwich Street requires that all visitors provide identification (with photo) to be admitted in the building. Please arrive at least fifteen (15) minutes early to ensure adequate time for security procedures. <b>To expedite the process, please send an email to <a href="mailto:accoprocurements@dss.nyc.gov">accoprocurements@dss.nyc.gov</a> with the names of the individuals expected to attend from your organization no later than the day before the pre-proposal conference. Please include RSVP and the title of the RFP in the subject line of the email.</b> In addition, Contractors should bring a copy of the RFP to indicate the purpose of the individual’s visit to the building.		
<b>Anticipated Contract Term</b>	The term of the contract(s) will be five (5) years with a four (4) year option to renew. DHS reserves the right to adjust the contract term. Longer length engagements may be contracted to correspond with the underlying lease or funding agreement.		
<b>Agency Contact Person</b>	<a href="mailto:accoprocurements@dss.nyc.gov">Cinnamon Warner: accoprocurements@dss.nyc.gov</a>		
<b>Anticipated Payment Structure</b>	<p>Anticipated Total Maximum Available Funding: As Needed through the course of this RFP.</p> <ul style="list-style-type: none"> <li>Anticipated Maximum Startup Funding to be negotiated.</li> <li>The number of awards will be determined by DHS in order to implement the Turning the Tide plan: <a href="http://nyc.gov/tide">nyc.gov/tide</a></li> </ul>		
<b>Minimum Qualifications</b>	<ul style="list-style-type: none"> <li>To propose for this RFP, the proposer must have a 501c3 IRS Determination letter to be eligible. All proposers must submit a copy of their IRS 501(c)(3) Determination Letter at the time of proposal. Failure to do so shall result in a determination that the proposal is non-responsive.</li> </ul>		
<b>Questions Regarding this RFP</b>	<ul style="list-style-type: none"> <li>Questions regarding the RFP must be transmitted in writing to the Agency Contact Person.</li> <li>Questions received prior to the Pre-Proposal Conference will be answered at the conference. Substantive information /responses to questions will be released in an addendum to the RFP to all organizations that are prequalified to propose to the RFP through the HHS Accelerator system, unless in the opinion of the Agency, the question is of proprietary nature.</li> </ul>		

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<b>Subcontracting Information</b>	<p>Subcontracting is permissible under the following conditions:</p> <ul style="list-style-type: none"><li>• The proposer will identify any proposed subcontractor in the proposal.</li><li>• All contractors and subcontractors shall be subject to DHS approval before expenses are incurred and payments made.</li></ul>
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### Proposal Submission Information

<b>General Guidelines</b>	<ul style="list-style-type: none"> <li>All proposals must be submitted utilizing the Procurement Tab of the HHS Accelerator system at <a href="http://www.nyc.gov/hhsacceleratorlogin">www.nyc.gov/hhsacceleratorlogin</a> by providers with approved HHS Accelerator Applications, including Business Application and required Service Application(s) for the areas listed in the Services and Providers Tab.</li> <li>This is an open-ended RFP. Therefore, there is no prescribed due date for submission. All proposals will be reviewed by the agency on an on-going basis as they are received until all agency requirements have been addressed. Beginning Date for accepting proposal will be October 30, 2018.</li> <li>Please allow sufficient time to complete and submit proposals, which includes entering information, uploading documents, and entering log-in credentials.</li> <li>Providers are responsible for the timely electronic submission of proposals. Resources such as user guides, videos, and training dates are listed on <a href="http://www.nyc.gov/hhsaccelerator">www.nyc.gov/hhsaccelerator</a>. For more information about submitting a proposal through the HHS Accelerator system, please contact <a href="mailto:help@mocs.nyc.gov">help@mocs.nyc.gov</a></li> </ul>	
<b>Proposal Details</b>		
<b>Basic Information</b>	<ul style="list-style-type: none"> <li>Enter Proposal Title.</li> </ul>	
<b>Provider Contact</b>	<ul style="list-style-type: none"> <li>Select member of your organization who will be the primary contact.</li> </ul>	
<b>Funding Request</b>	<ul style="list-style-type: none"> <li>Enter total funding request.</li> </ul>	
<b>Custom Questions</b>	<ul style="list-style-type: none"> <li>Enter the number of Single MALE Adult Beds.</li> <li>Enter the number of Single FEMALE Adult Beds.</li> <li>Enter Community District.</li> <li>Enter Block and Lot Number.</li> <li>Enter Zoning District Designation.</li> <li>Enter number of floors in building.</li> <li>Enter average square foot per floor.</li> <li>Facility is ADA compliant. Enter Yes or No.</li> <li>Facility is currently occupied. Enter Yes or No.</li> <li>Facility is under jurisdiction of City, State, or Federal Regulations. Enter Yes or No.</li> </ul>	
<b>Site Information</b>	<ul style="list-style-type: none"> <li>Enter Facility Name and Address.</li> </ul>	
<b>Proposal Documents</b>		
<b>Required Documents</b> <b>Note: A complete and separate proposal, including all required documents, must be submitted for each site proposed.</b>	<b>Document Type</b>	<b>Description</b>
	Proposal	Completed Structured Proposal Form (Attachment E)
	Budget	Completed Proposal Budget Summary (Attachment C)
	Key Staff - Resumes	Resume and/or job descriptions
	Organizational Chart	Program organizational chart showing how the proposed services fit with the proposer's organization

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	Reference	Three (3) letters of reference from non-governmental entities
	Annual Report	Financial Audit Report or Certified Financial Statement or letter explaining why no financial statement is currently available
	Property Management Plan	Property management plan narrative
	Site Control	<ul style="list-style-type: none"> <li>• Proof of site control for a minimum of the initial term of contract (five (5) years)</li> <li>• Letter of intent from owner or landlord OR other proof of ownership or site control, such as a deed, executed contract of sale, and/or executed long term lease</li> </ul>
	IRS Determination Letter 501(c)(3)	501(c)(3) Internal Revenue Service determination letter
	Doing Business Data Form	Completed Doing Business Data Form
<b>Optional Documents</b>	Certificate(s) of Occupancy	Certificate of Occupancy
	Medical Linkage Agreements	Linkage agreement(s) from medical organizations providing services that support the achievement of program participants' service plan goals
	Community Linkages and Partnerships	Linkage agreement from organizations providing services that support the achievement of program participants' service plan goals
<b>Additional Requirements for Documents</b>	<ul style="list-style-type: none"> <li>• Proposal document file size cannot exceed 12MB.</li> <li>• Proposal documents must be in one of the following file formats: Word (.doc, .docx), PDF (.pdf), and Excel (.xls, .xlsx).</li> <li>• Only one document file can be added to each required document slot. If you need to combine documents, complete one of the following steps: <ul style="list-style-type: none"> <li>○ For Word documents: Cut and paste contents of all resumes into one Word document.</li> <li>○ For PDF documents: Combine files into a single PDF.</li> <li>○ For Printed documents: Scan the multiple documents into a single document.</li> </ul> </li> </ul>	

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## **Section I – Program Background**

The Department of Homeless Services works to prevent homelessness before it occurs, address street homelessness, and assist New Yorkers in transitioning from shelter and street homelessness to permanent housing. DHS collaborates with non-profit partners to provide temporary shelter and services that homeless New Yorkers need to achieve and maintain housing permanency. In April 2016, Mayor de Blasio announced a major restructuring of homeless services in New York City by creating an integrated and streamlined management structure for DHS and the Human Resources Administration (HRA) under the Commissioner of the Department of Social Services. In February 2017, the Mayor announced his comprehensive plan to turn the tide on homelessness, neighborhood by neighborhood. The plan's guiding principle is community and people first, and giving homeless New Yorkers, who come from every community across the five boroughs, the opportunity to be sheltered closer to their support networks and anchors of life, including schools, jobs, family, medical care, houses of worship, and communities they called home in order to more quickly stabilize their lives. Learn more about how DHS is turning the tide on homelessness, neighborhood by neighborhood, at [nyc.gov/tide](http://nyc.gov/tide).

As outlined in our plan and as demonstrated over the past year, the City is seeking to identify high-quality borough-based capacity in community districts that:

- currently have cluster sites and/or commercial hotels that are closing during the “Turning the Tide” plan, requiring a smaller number of high-quality borough-based replacement locations to provide sufficient shelter capacity for families and individuals who become homeless to be sheltered near to their community supports and the anchors of their lives; and/or
- do not have enough existing shelter capacity for families or individuals who become homeless to be sheltered near to their community supports and the anchors of their lives like schools, jobs, medical care, houses of worship and families as they get back on their feet.

DHS is seeking appropriately qualified vendors to operate transitional residences for Adults. The mission of DHS is to prevent homelessness when possible and to provide short-term, emergency shelter for individuals who have no other housing options available. Residences, which operate in accordance with applicable New York State Codes, Rules and Regulations, provide temporary housing accommodations and social services to homeless individuals until viable housing alternatives become available. In addition to locating viable housing, the residence program would promote the client's move to independent living. Residences must provide, at a minimum, social services, assistance in seeking permanent housing, assistance in seeking employment and linkages to medical and behavioral (mental health and substance use), health care and recreation services. Services are provided on-site and/or through linkages with other community-based programs.

The goals and objectives of these shelters are to provide transitional housing for Single Adults without other housing options, as well as services that help secure viable housing in the community and maintain independent living arrangements. These shelters shall provide structure and an atmosphere which facilitates assessment of the clients' needs, the provision of case management and other social services, referrals to appropriate community based services and assistance in securing alternative housing. The goal of this RFP is to procure high-quality, borough-based shelters for Homeless Single Adults that will enable these clients to quickly obtain viable housing within the community.

## **Section 2 – Program Expectations and Proposal Instructions**

### **A. Experience**

#### **1. Program Expectations:**

- a. The contractor must have tax-exempt not-for-profit status under 501(c) (3) of the internal revenue code.
- b. The contractor and/or sub-contractors, if any, would have at least three (3) years of successful demonstrated experience, within the last six (6) years, in providing social services to vulnerable populations and operating residences for homeless adults.
- c. The contractor and/or sub-contractors, if any, would have at least three (3) years of successful demonstrated experience, within the last six (6) years, in operating homeless and/or low-income housing programs and/or the provision of other social services.
- d. The contractor and/or subcontractors, if any, would have the organizational capability to manage the administrative, social service, and financial components of this program.

#### **2. Proposal Instructions:**

- a. Complete Section II (A) of Attachment E: Structured Proposal Form, questions 1-3.
- b. Attach an IRS Determination Letter for 501(c) (3) status.
- c. Attach three (3) Letter of Reference from non-governmental entities.

#### **3. Evaluation:**

- a. This section will be evaluated based on the extent to which the proposer demonstrates relevant experience and capability to operate the program based on the expectations outlined in this section. It is worth a maximum of **15 points** in the Proposal Evaluation.

### **B. Intake, Case Management and Residential Services**

#### **1. Program Expectations:**

- a. Intake/Orientation
  - i. The contractor would only accept clients referred to the respective residence by DHS; all DHS-referred clients will be accepted into the residences on a twenty-four (24) hour, seven (7) day a week basis.
  - ii. The contractor would interview incoming clients at entry and complete a DHS Client Assistance and Re-housing Enterprise System (CARES) conditional check-in. Within 24 hours of entry, the contractor would complete a CARES conditional review to establish eligibility for entitlements, medical and behavioral health needs, educational needs, and other appropriate services to stabilize the client. This interview would also serve to establish an exit strategy and target an exit date for the individual.
  - iii. The contractor would complete an initial CARES service plan within fourteen (14) calendar days. This assessment of the client's needs would include a mutually agreed upon written service plan designed to help the client obtain viable housing. The service plan would prioritize the individualized goals with projected time frames for completion.
  - iv. The contractor would complete an initial Independent Living Plan (ILP) within fourteen (14) calendar days. The ILP would lay out a plan that assists the client in obtaining the skills to enhance their ability to live independently, and would set as a goal that the clients move back to the community. The contractor would be required to perform bi-weekly updates and ongoing follow up to the ILP.
  - v. The contractor would orient new residents to the facility which includes, but is not limited to, explaining facility rules, providing new residents with a list of rights and

responsibilities, grievance complaint procedures and housekeeping items, and assigning them to a specified residential unit.

- vi. The contractor would provide each client with a thorough explanation of the DHS Client Code of Conduct (CCC). The signing of the CCC would initiate the client's understanding of this process.

**b. Case Management**

- i. The contractor would engage clients in educational and/or vocational training, occupational development training, and the necessary mental health and substance use services. The contractor would also work with clients to build life and decision-making skills in order to promote long-term educational gains, career exploration, employment attainment and retention, and improved quality of life. The contractor must leverage resources from the local community in order to support clients and their ability to live independently and attain stable and/or increased earnings.
- ii. In partnership with housing specialists, case managers would connect clients to opportunities in the community to fulfill their needs and promote stable employment earnings and public assistance, where needed, to sustain permanent housing.
- iii. More specifically, case managers would help clients with the following:
  - Determining the best exit strategy according to individual needs and what they can afford;
  - Conducting intake interviews and assessments in CARES;
  - Conducting Independent Living Plans biweekly in CARES;
  - Monitoring case plans for effectiveness;
  - Creating savings plans, if applicable;
  - Ensuring the individuals cash assistance cases are active;
  - Determining and monitoring clients' immediate needs, functional capabilities and the assistance needed to stabilize housing, healthcare, finances, and assisting in meeting those needs;
  - Assisting clients with care coordination and communicating with their Health Home Care Coordinator if they have one, or assisting in communicating with their medical providers if needed;
  - Assisting clients in enrolling into Health Homes;
  - Keeping updated records of meetings and actions taken;
  - Establishing and maintaining working relationships with public agencies concerning public benefits, employment services, supportive services, housing resources, etc.;
  - Counseling clients when confronting issues adversely affecting their lives (e.g., mental illness, addiction, abuse, loss);
  - Linking clients to appropriate community partners;
  - Exploring the option of client reunification as a way to transition out of shelter;
  - Updating case notes and documenting all case activities and any non-compliance in CARES;
  - Working with clients to identify ways to resolve adverse credit reports;
  - Meeting or exceeding housing placement targets set by DHS;
  - Maintaining a flexible work schedule, taking into account working clients' schedules;
  - Inspecting all dorms on at least a weekly basis or more frequently if necessary;
  - Helping individuals navigate the Public Assistance system and other City agencies;



- Communicating accurate information to individuals;
- Reviewing facility rules and expectations with clients upon arrival;
- Providing effective supervision for strong service delivery; and
- Effectively document all case management efforts in CARES.

**c. Housing Specialist Services**

The role of the Housing Specialist includes, but is not limited to, the following:

- Maintaining relationships with landlords/brokers and housing-related community organizations;
- Securing a pool of available apartments of all sizes and rent levels to be offered to housing-ready families;
- Helping clients complete applications and collect the necessary documents for affordable and subsidized housing;
- Assisting clients throughout the entire housing process, including submitting an application, meeting prospective landlords, lease signing, and moving out;
- Working directly with realtors, landlords and DHS to expedite the lease-signing process and move outs;
- Preparing housing status reports as needed;
- Assisting clients in finding suitable apartments and escorting clients to apartment viewings and interviews;
- Meeting regularly with assigned clients about their exit strategies, at least every two (2) weeks, and exploring every possible housing option available;
- Ensuring that clients view at least three (3) apartments or other suitable housing weekly;
- Preparing housing status reports as needed; and
- Meeting or exceeding housing placement targets set by DHS.

**2. Proposal Instructions:**

- a. Complete Section II (B) of Attachment E: Structured Proposal Form, questions 4-6.

**3. Evaluation:**

- a. This section will be evaluated based on the quality of the proposed approach to operate the program based on the expectations outlined in this section. It is worth a maximum of **15 points** in the Proposal Evaluation.

**C. Supportive Services**

**1. Program Expectations:**

- a. Public Assistance
  - i. The contractor would ensure that all clients apply for all benefits that they may be eligible for, including public assistance, and use their benefits to assist in securing permanent housing.
  - ii. The contractor would ensure that all eligible clients apply for public assistance, produce all documents necessary for establishing and maintaining public assistance eligibility, satisfy all requirements for participation in employment and training programs, accept jobs and work assignments satisfy requirements for participation in rehabilitation services and participate in child support enforcement programs.
- b. Health Services
  - i. The contractor would establish a relationship via a medical linkage agreement with a fully-accredited medical institution or clinic for referral and care

- coordination of resident clients for routine examinations and emergency treatment. Whenever possible, a clinic that has experience in serving homeless individuals should be selected.
- ii. The contractor would implement appropriate procedures to ensure that communicable diseases are promptly identified; the medical provider is contacted immediately or the client sent to the hospital, and that those affected are isolated, if appropriate. In addition, the contractor would facilitate any needed investigations, testing screening and treatments or vaccinations.
  - iii. The contractor would ensure that at least one staff person possessing first-aid and CPR training would be on duty at all times.
  - iv. The Contractor would be or become a New York State Certified Opioid Overdose Prevention Program (OOPP) or would willingly participate in the DHS OOPP and have at least one to two staff members trained as Certified Overdose Prevention Responders to cover all shifts. The Contractor will identify an Overdose Prevention Champion who will train staff and offer naloxone training to all clients.
  - v. As part of the clinical assessment, the contractor would evaluate residents' health, mental health and substance use status, and make necessary referrals to appropriate services. All clients would receive a full assessment, including medical history, evaluation of any current complaints, physical examination, tuberculosis test, preferably the QuantiFERON® blood test (QFT) to all clients, evaluating the status of preventive care (last pap smear, last mammogram, for example, based on age and US Preventive Services Task Force recommendations), mental health assessment, substance use history, medications, smoking status and anything else as needed. Based on this assessment, plans for updating immunizations, referrals for follow-up care and screening or evaluations by specialists and behavioral health specialists would be put in place. If an assessment was completed at a previous shelter, the contractor will review the previous assessment and coordinate for follow-up or specialty care as indicated. The contractor will offer routine immunizations according to DOHMH/CDC recommendations: including hepatitis A and B, influenza, pneumococcal pneumonia, etc.
  - vi. The contractor would ensure that all women of reproductive age are provided with family planning counseling and access to free or low-cost contraception.
  - vii. The contractor would provide access to sharps disposal containers for clients who use needles to inject medications.
  - viii. The contractor would provide access to a refrigerator in a secure area for clients who may be on medications that require refrigeration.
  - ix. The Contractor would refer to psychiatric outpatient services and substance use services, including medication-assisted treatment for opiate dependence, syringe exchange programs, detoxification services, residential rehabilitation, and smoking cessation counseling and tools.
  - x. The contractor would develop and implement an appropriate and effective plan for emergency response, and for transferring clients to affiliated hospitals or clinics for treatment when necessary, including an on-call system for phone/email consultation coverage 24hrs/7 days a week.
  - xi. The contractor would ensure that all clients sign HIPAA-compliant releases of information including the release of information to DHS.
  - xii. The contractor would request all clients to sign consent for participation in Regional

Health Information Organizations (RHIOs).

- xiii. The contractor would ensure that the relevant information from all assessments and client encounters are entered in CARES.

**c. Food Services**

- i. The contractor would provide food services, in accordance with all Federal (FDA Food Code), New York State (NYS Part 14- Food Service Establishments) and City (NYC Article 81 Food Preparation and Food Establishments) rules, regulations and codes, as per the NYS Office of Temporary Disability Assistance, Part 491 which is accessible on their website  
<http://otda.ny.gov/programs/shelter/documents/NYCRR-491.pdf>.
- ii. The contractor is responsible for obtaining any necessary Food Service Establishment permits.
- iii. The contractor would serve three meals and two snacks a day to each client and snacks to new clients who arrive after the evening meal has been served. Meals must meet the Institute of Medicine (IOM) Dietary Reference Intakes (DRI), USDA Dietary Guidelines, and NYC Food Standards. Meals must be available for those on medically prescribed diets (diabetic, heart healthy, renal for dialysis, and pureed), with documented food allergies, and/or those requesting religious accommodations.
- iv. The contractor may choose to sub-contract with an experienced food service vendor or, in locations with appropriate commercial kitchens, the contractor may propose preparing food on site. All vendors must be reviewed and approved by DHS.
- v. The contractor must follow NYC food standards as outlined here:  
<https://www1.nyc.gov/assets/doh/downloads/pdf/cardio/cardio-meals-snacks-standards>

**2. Proposal Instructions:**

- a. Complete Section II(C) of Attachment E: Structured Proposal Form, questions 7-10.
- b. If applicable, attach Medical Linkage Agreements with a fully-accredited medical institution or clinic for referral of resident clients for routine examinations and emergency treatment.

**3. Evaluation:**

- a. This section will be evaluated based on the quality of the proposed approach to operate the program based on the expectations outlined in this section. It is worth a maximum of **15 points** in the Proposal Evaluation.

**D. Housing and Employment Placement Services**

**1. Program Expectations:**

- a. Employment Assistance
  - i. The contractor would provide referral assistance in securing employment, job training and job placement services. The contractor would refer clients to job preparation and/or skills' training programs through linkages with community-based programs as well as the broad array of HRA employment-related services as applicable.
  - ii. The contractor will designate an employment specialist who will provide training, linkages to career enhancing employment, and partnerships with job training/placement services.
- b. **Housing Placement Services**
  - i. The contractor would be responsible for meeting housing placement targets set by DHS.
  - ii. The contractor would advise the client about their responsibility to seek and accept the first suitable housing option appropriate for the client's situation.
  - iii. The contractor would ensure that each client is obtaining and completing appropriate

housing applications, including HPD Housing Connect applications and other NYC affordable housing programs and following up on housing appointments.

- iv. The contractor would provide appropriate forms to document housing search efforts, and verify all housing rejections, including the reason for rejections.
- v. The contractor would provide ongoing housing education through workshops and/or counseling.
- vi. The contractor would prepare clients for housing interviews and accompany clients on housing searches, when appropriate.

## **2. Proposal Instructions:**

- a. Complete Section II(D) of Attachment E: Structured Proposal Form, questions 11-12.
- b. If applicable, attach Linkage Agreements with other community-based organizations.

## **3. Evaluation:**

- a. This section will be evaluated based on the quality of the proposed approach to operate the program based on the expectations outlined in this section. It is worth a maximum of **15 points** in the Proposal Evaluation.

## **E. Staffing Plan**

### **1. Program Expectations:**

- a. The contractor's proposed staff would have the appropriate qualifications to effectively provide the requisite services to meet the needs of the target population. DHS Programs would require all case managers to have a bachelor's degree or higher.
- b. All staff members would have the appropriate experience for providing the proposed services; and also have opportunities for ongoing professional development and training.
- c. Appropriate staff would have a level of computer literacy that allows them to perform case management and operational functions in CARES.
- d. Appropriate and effective monitoring of the entries and exits of all individuals.
- e. The contractor would employ adequate staffing to ensure operational success, based on DHS staffing ratios where they apply (see Attachment D: Sample Model Budget Chart). This would include a Director of the Shelter and other appropriate titles including the following:
  - Director of Social Services (LCSW or LMSW)
  - Employment Specialist
  - Housing Specialist
  - Case Manager

Director of Shelter and all titles would be subject to DHS approval.

- f. The contractor would employ mechanisms for providing ongoing and consistent staff supervision, ensuring adequate staff coverage (provide staffing schedule including back-up staff, and justifications for each position), procedures for evaluating staff performance and protocols for employee discipline and termination.
- g. The contractor would hire staff that is culturally sensitive and able to communicate in the languages of the clients being served.
- h. The contractor would have the capacity to maintain staffing levels within established guidelines.
- i. DHS Program Administrators would review and approve all Shelter Director or similar level hires.

### **2. Proposal Instructions:**

- a. Complete Section II (E) of Attachment E: Structured Proposal Form, questions 13-15.
- b. Additionally, attach:
  - i. An organizational chart specifically for the proposed program, indicating lines of

- supervision and showing how proposed services fit into the proposer's organization.
- ii. Resumes and/or description of the qualifications of all proposed program staff. If resumes are not available, include the intended job descriptions with qualification requirements. Specify administrative, managerial and clerical positions and indicate whether staff members work full-time or part-time.

**3. Evaluation:**

- a. This section will be evaluated based on the quality of the proposed approach to operate the program based on the expectations outlined in this section. It is worth a maximum of **10 points** in the Proposal Evaluation.

**F. Partnerships**

**1. Program Expectations:**

- a. The contractor would engage in successful joint efforts with other organizations providing services to the target population.
- b. The contractor would develop a "good neighbor plan" for the residence. The plan would address how quality of life issues in the immediate area, such as security, loitering and sanitation, would be handled and how the residence can be used as a community resource.
- c. The contractor would establish a community advisory board or other community forum consisting of residence staff, residents, and representatives from the community.
- d. Representatives of the client shelter comprised of the Director or his/her designee, may be required to attend Community Board meetings when requested. In conjunction with DHS, the provider will do community notifications no later than 30 days before opening the shelter. Notice will be in the form as approved by DHS.

**2. Proposal Instructions:**

- a. Complete Section II (F) of Attachment E: Structured Proposal Form, questions 16-18.
- b. If applicable, attach Linkage Agreements with other community-based organizations.

**3. Evaluation:**

- a. This section will be evaluated based on the quality of the proposed approach to operate the program based on the expectations outlined in this section. It is worth a maximum of **5 points** in the Proposal Evaluation.

**G. Facilities, Building Management and Security**

**1. Program Expectations:**

- a. Facility and Building Management
  - i. DHS is committed to a shelter system that is accessible for people with disabilities and particularly seeks shelter that is or can be made accessible for clients with disabilities. DHS is particularly seeking facilities that are or can be made ADA accessible, and greater consideration to proposals corresponding to this need.
  - ii. The proposer would coordinate with the building owner to have a process for ensuring that all buildings have valid Certificates of Occupancy, meet requirements of the Department of Buildings (DOB), The Fire Department of NYC (FDNY), and the Department of Housing Preservation and Development (HPD), and be free of building and code violations. Violations will be monitored as part of contract management on an annual basis.
  - iii. The contractor would assure the building has an appropriate Certificate of

- Occupancy that conforms to the use of the program before clients reside in the building.
- iv. The contractor would complete weekly unit inspections in order to ensure the health and safety of clients in the facility.
  - v. The contractor would be required to maintain all areas of the facility in safe and sanitary condition in compliance with DHS policies (see Attachment I: DHS Maintenance Policy Manual) and procedures and in compliance with the Applicable Law.
  - vi. The contractor would perform regular maintenance of sleeping areas, and respond to client maintenance requests in a timely manner. Upon client exit, the contractor would have the dorm cleaned and prepared for a new placement within six (6) hours.
  - vii. The contractor would perform routine maintenance and repair of the facility, including but not limited to all interior building components, mechanical systems such as HVAC, boilers, plumbing systems, electrical systems, elevators, roofing and exterior portions of the facility, in accordance with the contractor's lease, license or other documentation which provides the contractor with site control of the facility.
  - viii. Site control documents would be approved by DHS and would contain provisions which permit the contractor to withhold rent payments for failure to correct conditions cited by the Department in inspections of the facility or violations issued by the governing regulatory agency (e.g., DOB, HPD, DOHMH, etc.), and authorize the Department or other City agency to repair uncorrected conditions or violations that the City has determined a threat to the health and safety of the clients residing in the facility.
  - ix. The contractor would implement a Property Management Plan as approved by DHS (see Attachment J: DHS Shelter Inspection Policy).
  - x. The contractor would maintain the interior and exterior building components, including general plumbing, carpentry, electrical, window screens, window glass, non-capital masonry, tile repair, door alarms, locks, grounds equipment, and furnishings.
  - xi. The contractor would undertake all repairs, major or minor, that are the result of the contractor's negligence or are the result of vandalism by the contractor's staff or clients.
  - xii. The contractor would handle emergency repairs and provide preventive maintenance on a schedule approved by DHS.
  - xiii. The contractor would maintain the building in compliance with all applicable Federal, State and City Laws and regulations governing the operation of the building.
  - xiv. The contractor would comply with DHS's violation protocol and would remediate all non-capital violations/deficiencies issued against the property. The contractor would immediately notify the Agency if any violations were issued against the facility.
  - xv. The contractor would hire a qualified superintendent for the facility who has a satisfactory knowledge of building maintenance, and whose credentials would be presented to DHS for review.
  - xvi. The contractor would hire qualified duly licensed individuals to perform specialized maintenance work wherein the trade or legal requirements mandate licensing or



certification to do such work.

- xvii. The contractor would be required to develop a system for recording and tracking all maintenance and repair functions.
- xviii. The contractor would furnish to the Department on an annual basis an inventory of all furnishings, equipment, and supplies purchased with Department funds.
- xix. The contractor would implement appropriate fire safety measures, including fire safety training for staff and residents.
- xx. Greater consideration will be given to proposals for sites in areas that have few shelters or community social services facilities at the time of the proposal submission. Proposers who lack experience in locating appropriate facilities sites are encouraged to work with qualified consultants or brokers.

**b. Supervision/Security**

- i. The contractor would create a security plan for the facility in order to provide a safe environment for all clients, facility staff members, and visitors.
- ii. All proposed security plans must be reviewed and approved by the New York City Police Department's ("NYPD") Security Management team.
- iii. The proposed security plan would delineate how the contractor will provide security services, 24 hours a day, 7 days a week, including but not limited to the number of security staff to be provided per shift; the number of security staff who possess appropriate fire safety and CPR certifications per shift; the number and frequency of daily and weekly patrols (both internal and external); the location and number of cameras to be placed within and on the façade of the facility; the use of a Closed Circuit Television System to record and retain the images captured by the cameras placed throughout the facility; and the equipment (e.g., metal detectors, wands) and procedures for accessing the facility (e.g., bag inspections at entry points).
- iv. The contractor would provide sufficient and appropriate security services to ensure the safety of the residents, based on the NYPD/DHS Security Assessments. Security guards at the residence would conduct themselves at all times in a professional manner. The residence requires supervision twenty-four (24) hours per day, seven (7) days a week, pursuant to State regulations. This requirement may be fulfilled by a uniformed agent, non-uniformed monitors, and/or surveillance measures.
- v. The contractor would either directly employ security staff or provide security pursuant to a sub-contracting agreement with duly licensed and authorized security company. All subcontracting agreements must be approved by DHS.
- vi. The contractor would ensure that security guards hired are licensed by the State of New York and undergo necessary background checks.
- vii. At least one officer per shift will be required to possess appropriate fire safety and CPR certifications.
- viii. Fire Safety Plans must be up to date and certified by FDNY.
- ix. The contractor would enforce a curfew and access to the residence would be controlled.
- x. The contractor would be required to provide hourly rounds on floors where individuals reside. Security staff would check in with individuals who have not signed the in/out log and/or presented a security management issue when social services staff is not on site.

**2. Proposal Instructions:**

- a. Complete Section G of Attachment E: Structured Proposal Form, questions 19-23.
- b. Attach the Property Management Plan.
- c. Attach proof of site control for a minimum of the initial term of contract (five (5) years). Letter of

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intent from owner or landlord OR other proof of ownership or site control, such as a deed, executed contract of sale, and/or executed long term lease.

- d. If applicable, attach a Certificate of Occupancy that states a building's legal use and/or type of permitted occupancy.

### **3. Evaluation:**

- a. This section will be evaluated based on the quality of the proposed plans and approach to operate the program based on the expectations outlined in this section. It is worth a maximum of **15 points** in the Proposal Evaluation. Greater consideration will be given to proposals for sites in areas that have few shelters or community social services facilities at the time of the proposal submission. Greater consideration will be given to facilities that are or can be made ADA accessible.

## **H. Data Monitoring and Reporting**

### **1. Program Expectations:**

- a. The contractor would submit status reports and statistical information monthly, including health assessment information as required by DHS, DHS Incident Reports (required immediately after occurrence), Annual Budget Reviews, Monthly Expenditure Reports, expense reports, yearly Close-Out statements, and any data requested by DHS on an ad hoc basis.
- b. The contractor would use appropriate case record maintenance and recording protocols. The contractor would use any system, manual or automated, required by DHS to record client information. This includes forms developed by DHS for inclusion in the case record and CARES.
- c. The contractor would submit for DHS review monthly invoices.
- d. The contractor's existing internal monitoring system would effectively identify facility, program and fiscal problems, and would include case record maintenance and recording protocols.
- e. All case records would be available to DHS upon request.
- f. The contractor would gather client information in a format to be determined by DHS. Contractors would need standard computers and internet access, at a minimum, to collect and share data.
- g. DHS reserves the right to modify both the method of data collection as well as data elements collected.

### **2. Proposal Instructions:**

- a. Complete Section II (H) of Attachment E: Structured Proposal Form, questions 24-26.

### **3. Evaluation:**

- a. This section will be evaluated based on the quality of the proposed plans and approach to operate the program based on the expectations outlined in this section. It is worth a maximum of **5 points** in the Proposal Evaluation.

## **I. Budget Management**

### **1. Program Expectations:**

- a. DHS anticipates that the payment structure for contracts awarded under this RFP will be line-item budget reimbursement.
- b. The contractor's costs would enable the effective delivery of services described in this RFP.
- c. The proposed budget represents the annual cost to provide services for the proposed program.
- d. The contractor would adopt strict fiscal controls to ensure finances are managed appropriately, including proper separation of duties, grant management to ensure sound financial controls, and financial transactions are authorized and documented appropriately

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- e. The budget would fit within the DHS Model Budget criteria which will be outlined during budget negotiations.
- f. Costs are subject to the requirements of OTDA Administrative Directive 17-ADM-04, as discussed in Attachment H.

## 2. Proposal Instructions:

- a. Complete Section II (I) of Attachment E Structured Proposal Form, questions 27-28.
- b. Complete and attach the Proposal Budget Summary (Attachment C).
  - i. Use the included Sample Budget Model Chart (Attachment D) to calculate the corresponding per-diem rates in line Item A of the Proposal Budget Summary.
  - ii. All non-applicable line items must be given a value of \$0.00
  - iii. Justification for each cost item with a description of how the budget will support the proposal, including the identification and justification of all Personnel and Other than Personnel Services (OTPS), including administrative costs and fringe benefits.
  - iv. For Personnel Services, include titles of all personnel to be employed by the proposer under the proposed contract, as well as the salaries and fringe to be provided to such personnel.
  - v. For operation, utilities and other support expenses, list each item and explain how the costs (of each one) were determined.
  - vi. If a Start-Up Budget is required, proposers must enter the Start-Up value within the Proposal Budget Summary (Attachment C) and include a separate Budget Narrative justifying all costs
- For contracted services, list the associated cost included in the funding request, explaining how the cost of the assigned work for the program was calculated. If it is a non-program service purchased from a vendor, fully describe the nature of the service, why it is needed, and how the costs relating to its purchase were determined.
  - i. If applicable, description of how in-kind contributions or other sources of funding will be used to leverage additional services.
- c. Attach your most recent Financial Audit Report or Certified Financial Statement; or a letter stating why no report or financial statement is currently available.

## 3. Evaluation:

- a. This section will be evaluated based on the quality of the proposed budget to operate the program based on the expectations outlined in this section. It is worth a maximum of **5 points** in the Proposal Evaluation.

### **Section 3 – List of Attachments**

*\*All attachments for this RFP can be found in the RFP Documents tab in the HHS Accelerator system.*

- Attachment A – General Information to Proposers
- Attachment B – Doing Business Data Form
- Attachment C – Proposal Budget Summary
- Attachment D – Sample Model Budget Chart
- Attachment E – Structured Proposal Form
- Attachment F – DHS “Client Responsibility” Requirements
- Attachment G – Client Code of Conduct (CCC) and Process
- Attachment H – OTDA Administrative Directive
- Attachment I – DHS Maintenance Policy Manual
- Attachment J – DHS Shelter Inspection Policy
- Attachment K – DHS Shelter Compliance Procedure

### **Section 4 – Basis for Contract Award and Procedures**

#### **A. Proposal Evaluation**

All proposals received by DHS will be reviewed to determine whether they are responsive or non-responsive to the requirements of this RFP. Proposals which DHS determines to be non-responsive will be rejected. DHS evaluation committees will evaluate and rate all remaining proposals based on the evaluation criteria outlined in this RFP. DHS reserves the right to conduct interviews and site visits, or to request that proposers make presentations, as deemed applicable and appropriate. Although DHS may conduct discussions with proposers submitting acceptable proposals, it reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer’s initial proposal should contain its best programmatic and price terms.

**This is an open-ended RFP; therefore, proposals will be accepted through HHS Accelerator and reviewed on an ongoing basis until the available units have been awarded.**

#### **B. Contract Award**

Contracts will be awarded to the responsible proposers whose proposal(s) are determined to be the most advantageous to the City, taking into consideration the factors or criteria which are set forth in this RFP. Proposals will be ranked in descending order of their overall average technical scores. Awards will be made to vendors whose proposals are technically viable and whose prices do not exceed the conditions set forth in the RFP. However:

- DHS reserves the right to select proposals to ensure appropriate geographic distribution of awards.
- DHS reserves the right to select proposals based on need for services at time of award.
- DHS reserves the right to award less than the full amount of funding requested in the best interests of the City.

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- DHS reserves the right, prior to contract award, to determine the length of the initial contract term and each option to renew, if any.
- DHS reserves the right to award a contract for more than nine years total due to funding or lease stipulations.
- DHS reserves the right, prior to contract registration and during the term of the contract, to change the program service size, program type, and/or model depending on the needs of the system.
- DHS reserves the right to make all necessary changes to the scope of services of the contract(s) to be awarded from this RFP. Should a change to the scope of services be required, the contractor(s) would ensure a smooth transition to the new program model where relevant, including the potential transfer of existing clients to more appropriate program settings.
- DHS also reserves the right to incorporate additional services, including but not limited to an increase in program size, reduction of the per diem rate, or the imposition of financial disincentives if a program fails to meet program targets set by DHS.
- Contract award shall be subject to DHS determination that the proposed site is acceptable and appropriate for the intended use. All sites should be able to accept clients within two months of the award start date.
- In conjunction with DHS, the provider will do community notifications no later than 30 days before opening of the shelter. Notice would be in a format approved by DHS.
- The proposer would coordinate with the building owner to have a process for ensuring that all buildings have valid Certificates of Occupancy, meet requirements of the Department of Buildings (DOB), The Fire Department of NYC (FDNY), and the Department of Housing Preservation and Development (HPD), and be free of building and code violations. Violations will be monitored as part of contract management on an annual basis.
- Greater consideration will be given to facilities that are or can be made ADA accessible
- DHS reserves the right to reject a proposal for a site that is not accessible to clients with disabilities, or cannot be made accessible by shelter opening, based on the overall needs of the system.
- Greater consideration will be given to proposals for sites in areas that have few shelters or community social services facilities at the time of the proposal submission. Proposers who lack experience in locating appropriate facilities sites are encouraged to work with qualified consultants or brokers. DHS reserves the right to conduct a site visit to assess the quality and location (e.g., borough need for facility capacity, accessibility to public transportation) of the proposed facility and, in the case of an existing facility, its condition, and overall appropriateness for the intended use and Americans with Disabilities Act (ADA) compliance.

Contract awards shall be subject to timely completion of contract negotiations between DHS and the selected proposer(s) **and determination of both contractor responsibility and administrative capability.**

## **General Information and Regulatory Requirements**

**Complaints.** The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, NY 10007; the telephone number is (212) 669-3000. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

**Applicable Laws.** This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-0010.

**General Contract Provisions.** Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A—General Provisions Governing Contracts for Consultants, Professional and Technical Services" or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.

**Contract Award.** Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite Procurement and Sourcing Solutions Portal (PASSPort) online disclosure process and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

Procurement and Sourcing Solutions Portal (PASSPort) Disclosure Filing (formerly known as Vendor Information Exchange System (VENDEX) Forms or Certificate of No Change)

All organizations intending to do business with the City of New York should complete an online disclosure process to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. In anticipation of awards, proposers must create online accounts in the new Procurement and Sourcing Solutions Portal (PASSPort) and file all disclosure information. Paper submissions, including certifications of no changes to existing VENDEX packages will not be accepted in lieu of complete online filings. For more information about PASSPort, please visit [nyc.gov/passport](http://nyc.gov/passport)

**Proposer Appeal Rights.** Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency's determination regarding the solicitation or award of a contract.

**Multi-Year Contracts.** Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The Agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.

**Prompt Payment Policy.** Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.

**Prices Irrevocable.** Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the Agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

**Confidential, Proprietary Information or Trade Secrets.** Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.

**RFP Postponement/Cancellation.** The Agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

**Proposer Costs.** Proposers will not be reimbursed for any costs incurred to prepare proposals.

**VENDEX/PASSPort Fees.** Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX/PASSPort system, including the Vendor Name Check Process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to \$1,000,000, the fee will be \$175. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350. The estimated value for each contract resulting from this RFP is estimated to be (less than or equal to \$1 million) (above \$1 million).

**Compliance with Local Law 34 of 2007.** Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City established a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. For the purposes of the database, proposers are required to complete the attached Doing Business Data Form and return it with this proposal submission, and should do so in a separate envelope. (If the proposer is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a proposer has failed to submit a Data Form or has submitted a Data Form that is not complete, the proposer

will be notified by the Agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the Agency. Failure to do so will result in a determination that the proposal submission is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the proposer has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

**Recruitment and Hiring of Staff/Arrest Notification.** On August 4, 2011, as part of the Young Men's Initiative, Mayor Bloomberg issued Executive Order 151 (EO 151) stating with respect to any employment governed by Article 23-A of the NYS Correction Law, with few exceptions, City agencies are prohibited from asking questions regarding an applicant's prior criminal convictions on any preliminary employment applications, or asking any questions about an applicant's prior criminal convictions before or during the first interview. In keeping with the objectives of EO 151, Contractors selected as a result of this RFP will likewise generally be prohibited from asking questions regarding an applicant's prior criminal convictions on any preliminary employment applications, and from asking any questions about an applicant's prior criminal convictions before or during the first interview. In addition, Contractors will be required to comply with Article 23-A, including the requirement that determinations of hiring based on prior criminal convictions must be limited to a conviction that bears a direct relationship to the duties and responsibilities of the position sought, or where their hiring would pose an unreasonable risk to property or to the safety of individuals or the general public. The contractor shall report any conviction or subsequent arrest of any staff member (paid or volunteer) of which it becomes aware to the Agency.

**Nondiscrimination.** The contractor shall provide services to all persons regardless of actual or perceived race, color, creed, national origin, alien or citizenship status, gender (including gender identity), sexual orientation, disability, marital status, arrest or conviction record, status as a victim of domestic violence, lawful occupation, and family status.

**Americans with Disabilities Act (ADA).** Program Facilities should be easily accessible to people with disabilities and should meet all requirements of the ADA. If not, DOP/CEO-approved alternative measures, such as access to other suitable space, should be used to make activities accessible to persons with disabilities.

**Whistleblower Protection Expansion Act Rider.** Local Law Nos. 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, the Whistleblower Protection Expansion Act, protect employees of certain City contractors from adverse personnel action based on whistleblower activity relating to a City contract and require contractors to post a notice informing employees of their rights. Please read the below supplementary information on labeled Whistleblower Protection Expansion Act Rider, carefully.

**Food Guidelines** [Food policy guidelines apply to prime contractors and subcontractors]

(a) Pursuant to Local Law 50 of 2011, codified at section 6-130 of the New York City Administrative Code, the New York State Food Purchasing Guidelines, available at [http://www.nyc.gov/html/mocs/html/vendors/food\\_purchasing\\_guidelines.shtml](http://www.nyc.gov/html/mocs/html/vendors/food_purchasing_guidelines.shtml), shall apply to contracts valued at more than \$100,000 for food or food-related services (e.g., catering), and to any contract for social services though which more than \$100,000 of food would be purchased annually in fulfillment of the contract. The New York State Department of Agriculture & Markets list of food items available from New York State sources is available at <http://www.nyc.gov/html/mocs/downloads/pdf/NYSFoodList.pdf>.

(b) If the contract includes a requirement that the contractor supply food to program participants as a material part of the client services funded by the Agency/Department then the contractor shall provide a healthy food environment in connection with the client services provided under the contract by complying with the attached New York City Agency Food Standards with regard to the provision of food to program participants under the contract, including compliance with the New York City Food Standards for beverage vending and food vending machines (<http://www.nyc.gov/html/doh/html/cardio/cardio-vend-nutrition-standard.shtml>) for any vending machines to which program participants are granted access.

**Compliance with the Iran Divestment Act.** Pursuant to State Finance Law Section 165-a and General Municipal Law Section 103-g, the City is prohibited from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each proposer is required to certify that it is not on a list of entities engaged in investments activities in Iran created by the Commissioner of the NYS Office of General Services. If a proposer appears on that list, the Agency/Department will be able to award a contract to such proposer only in situations where the proposer is taking steps to cease its investments in Iran or where the proposer is a necessary sole source. Please refer to the below supplementary for information on the Iran Divestment Act required for this solicitation and to <http://www.ogs.ny.gov/About/regs/ida.asp> for additional information concerning the list of entities.

**Subcontractor Compliance Notice.** The selected vendor will be required to utilize the City's web based system to identify all subcontractors in order to obtain subcontractor approval pursuant to PPB Rule section 4-13, and will also be required to enter all subcontractor payment information and other related information in such system during the contract term. Please read the below supplementary information regarding subcontractor compliance notice as it relates to competitive solicitations.

## **Supplementary Information**

## **WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER**

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,
  - (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
  - (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
  - (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
    - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
    - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.
  - (d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
  - (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.
2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.



**IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR  
NEW YORK CITY CONTRACTORS**

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.



Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

## **NOTICE TO PROPOSERS – SUBCONTRACTOR COMPLIANCE:**

As of March 2013 the City has implemented a new web based subcontractor reporting system through the City's Payee Information Portal (PIP), available at [www.nyc.gov/pip](http://www.nyc.gov/pip). In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at that site. Additional assistance with PIP may be received by emailing the Financial Information Services Agency Help Desk at [pip@fisa.nyc.gov](mailto:pip@fisa.nyc.gov).

In order to obtain subcontractor approval under section 3.02 of Appendix A or Article 17 of the Standard Construction Contract and PPB Rule § 4-13 Contractor is required to list the subcontractor in the system. For each subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Thereafter, Contractor will be required to report in the system the payments made to each subcontractor within 30 days of making the payment. If any of the required information changes throughout the term of the contract, Contractor will be required to revise the information in the system.

Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract and will subject Contractor to liquidated damages in the amount of \$100 per day for each day that the Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City. For construction contracts, the provisions of Article 15 of the Standard Construction Contract shall govern the issue of liquidated damages.

Contractor hereby agrees to these provisions.

# **NOTICE TO PROPOSERS**

Please be advised that the City of New York has issued a new Human Services Standard Contract. The new Contract, which is incorporated in this Request for Proposals, includes changes that reflect amendments to the New York Executive Law and Not-for-Profit Corporation Law by the Non-Profit Revitalization Act of 2013 ("NPRA"). Significant changes include the following:

## **SECTION 1.01        DEFINITIONS**

New definitions for "key employee," "improper related party transaction," "related party," and "related party transaction" have been added to reflect new definitions in section 102(a) of the Not-for-Profit Corporation Law.

## **SECTION 4.07        RECOUPMENT OF DISALLOWANCE, IMPROPERLY INCURRED COSTS, AND OVERPAYMENTS**

A change allows the City to recoup amounts incurred on any improper Related Party Transaction, as defined in section 1.01.

## **SECTION 5.01        RECORDS TO BE MAINTAINED**

New records have been added to the list of records not-for-profit corporations are required to maintain and/or provide for inspection, including: the contractor's conflicts of interest policy, the contractor's whistleblower policy (if required by law), the documentation required for approval of related-party transactions, and a related party's disclosure statement.

## **SECTION 5.06        ADDITIONAL AUDIT AND FINANCIAL REPORTING REQUIREMENTS**

The audit requirements have been changed to reflect changes in Executive Law section 172-b.

## **SECTION 6.05        BOARD OF DIRECTORS**

The provisions relating to Boards of Directors previously in section 2.02(D)-(H) of Appendix B have been moved into this contract. Consistent with the NPRA, subdivision (B) now specifies that board members cannot be present during deliberation of certain personnel matters.

## **SECTION 6.06        CONFLICTS OF INTEREST POLICY**

A new section has been added requiring contractors to maintain a conflict of interest policy if required by Not-for-Profit Corporation Law section 715-a(a).

Please refer to the contract itself for a full understanding and the actual text of the changes that were made. The text of the Contract is the controlling document should there be any discrepancies between this notice and the Contract.

## Public Assistance Hiring Commitment Rider for HRA, DHS, ACS, DYCD, DFTA, DOHMH and SBS

- A. The Public Assistance Hiring Commitment is an initiative administered by the Human Resources Administration (“HRA”) through its Business Link program, and seeks to match employers with qualified job-seekers. For the duration of this Contract, and subject to any qualified exceptions listed in **Subsection H** below, Contractor shall hire at least one (1) Public Assistance Recipient (“PA Recipient”) for each two hundred fifty thousand dollars (\$250,000.00) in annual value of this Contract. If Contractor believes it should be exempted from the requirements of this Rider, Contractor may submit a request for an exemption based on the reasons outlined below in **Subsection H**.
- B. Contractor shall hire PA Recipients for employment of at least twenty (20) hours per week for the duration of at least one (1) year.
1. Contractor shall pay hired PA Recipients at least the legally mandated minimum wage.
  2. Contractor may meet the requirements of this Rider through the hiring of PA Recipients by its subcontractors.
  3. Positions of employment may be at any site or within any program operated by the Contractor.
  4. In the event a PA Recipient hired by a Contractor is not retained for one (1) full year, the Contractor must hire and retain another PA Recipient for the remainder of the year in order to be credited for making one (1) required hire. When the Contractor replaces a hired PA Recipient before one (1) year has passed, this replacement will not count as an additional employee toward fulfilling Contractor’s hiring requirement.
  5. Contractor shall seek to retain hired PA Recipients beyond the one (1) year requirement of this Rider. In accordance with **Subsection H(3)** below, if Contractor retains a PA Recipient hired pursuant to this Rider beyond one (1) year, Contractor may qualify for a full or partial exemption of its hiring requirements in the subsequent year.
- C. Business Link will consult with Contractor to assess Contractor’s employment needs and minimum job qualifications, as determined by Contractor. Business Link will make referrals appropriate to those needs. Within ten (10) calendar days of the commencement date and any subsequent anniversary date of the start date of this Contract, the Contractor shall submit (i) all Contract information where the counterparty is HRA, DHS, or ACS; and (ii) contact information for the Contractor’s primary human resources contact and his/her supervisor; an organization chart, job titles, duties and qualifications for the last three years of hires in Contractor’s organization; and the estimated volume of annual hires.
- D. Within thirty (30) calendar days of: (i) the commencement date of the Contract; or (ii) the date of program start (e.g., shelter opening), whichever date is later, and any subsequent anniversary date of the commencement date of this Contract, Contractor shall submit an implementation plan detailing how Contractor will meet the hiring requirements of this Rider. If necessary, Contractor may request the assistance of Business Link in developing its implementation plan; however, Contractor must still submit its implementation plan within thirty (30) calendar days of the Contract commencement date and subsequent anniversary dates. If Contractor is determined by HRA, in consultation with [AGENCY], to be in compliance with this Rider during the previous Contract year, HRA will notify Contractor that it is not required to submit a new implementation plan.

- E. Contractor shall send all documentation to: HRA's Business Link – Contractor Hiring Unit, located at 348 West 34<sup>th</sup> Street, New York, New York 10001. Documents may also be emailed to the Contractor Hiring Unit of Business Link at [businesslink@hra.nyc.gov](mailto:businesslink@hra.nyc.gov). Contractor shall submit any additional relevant information within ten (10) calendar days of a request from HRA. In consultation with [Agency], HRA will review Contractor's documentation to determine the required number of PA Recipients Contractor shall hire and the allocated timeframe in which to hire these PA Recipients.
- F. Contractor shall begin instituting the implementation plan within ninety (90) calendar days of the Contract commencement date and shall notify HRA of potential job openings and their minimum job qualifications as determined by Contractor. As other job openings arise, Contractor shall send appropriate listings to HRA for the life of this Contract. Contractor may request the assistance of HRA in identifying potential employees. In such case, HRA will refer PA Recipients who meet Contractor's minimum qualifications as determined by Contractor for employment interviews.
- G. If Contractor fails to hire the specified number of PA Recipients by the later of either (i) the timeframe mutually agreed upon between HRA and Contractor or (ii) six (6) months from the commencement date; or fails to pay and retain PA Recipients in accordance with the requirements specified above, HRA in consultation with [AGENCY] will notify Contractor in writing, indicating what deficiencies are to be remedied. Within ten (10) calendar days of its receipt of this notice, Contractor shall respond to [AGENCY] and HRA in writing, and must include a corrective action plan identifying with specificity the steps Contractor intends to take to remedy any deficiencies identified. HRA will investigate Contractor's compliance with its corrective action plan and shall inform [AGENCY] as to the Contractor's performance with its CAP. If the identified deficiencies are not addressed to the satisfaction of HRA and [AGENCY], [AGENCY] shall assess the agreed upon liquidated damages based on the calculation in Paragraph G(1) for each day and for each PA Recipient not hired or compensated in accordance with the provisions of this Rider.
1. Daily liquidated damages per PA Recipient will be calculated as the quotient of:

$$\frac{[(\text{current minimum wage as of the commencement date and any subsequent anniversary date}) * 20 \text{ hours per week} * 52 \text{ weeks per year}]}{365 \text{ days}}$$
  2. [AGENCY] retains the option to require Contractor to directly pay to [AGENCY], or to deduct from any payment due or to become due to Contractor, such amount as may be assessed for liquidated damages.
- H. No later than ten (10) calendar days after the Contract commencement date and, for subsequent years, no later than the subsequent anniversary date of the commencement date of this Contract, Contractor may apply to HRA, for a complete or partial exemption from the requirements of this Rider. Any exemption granted will be effective for one (1) year only. Any application for an exemption must be in the form specified by HRA, accompanied by supporting documentation.
1. Contractor may qualify for a complete exemption if one (1) of the conditions below is demonstrated:
    - a. The annual Contract amount is less than two hundred fifty thousand dollars (\$250,000.00) in annual value of personnel costs, excluding fringe benefits and other-than-personal-services (OTPS);



- b. Contractor's workforce within New York City is less than twenty (20) employees;
  - c. Contractor possesses no vacancies and can demonstrate that no positions are reasonably foreseen to be available within one (1) year of the commencement or anniversary date of this Contract;
  - d. Contractor is a party to a valid collective bargaining agreement covering all of Contractor's entry-level positions and such agreement limits Contractor to a hiring pool which does not include PA Recipients; or
  - e. Complying with the hiring requirements of this Rider in any manner will cause extreme hardship.
- 2. Contractor may qualify for a partial exemption if one of the conditions below is demonstrated:
  - a. The specified number of PA Recipients to be hired exceeds 10% of Contractor's workforce located within New York City; or
  - b. A valid collective bargaining agreement covers some but not all entry-level positions and limits Contractor to a hiring pool which does not include PA Recipients.
- 3. Beginning with Year 2 of the Contract, Contractor may qualify for either a full or partial exemption from its yearly hiring requirements to the extent that Contractor can demonstrate that it hired the required number of PA Recipients during the previous year and that these hires remain employed by Contractor as of the anniversary date. Contractor shall submit all appropriate documentation when seeking an exemption based on a retained PA Recipient, including, but not limited to: payroll reports, pay stubs, and any other documentation HRA may require.
- 4. HRA will review Contractor's exemption request and will, in consultation and agreement with [AGENCY], notify Contractor whether its exemption request is approved or denied. If Contractor's request is denied, Contractor shall: (i) within ten (10) calendar days of its receipt of notice from HRA, submit all documentation in accordance with **Section C**; and (ii) within thirty (30) calendar days of its receipt of notice from HRA, submit an implementation plan in accordance with **Section D**.
- I. At the end of each fiscal year, the Contractor Hiring Unit of Business Link will in consultation with [AGENCY], notify Contractor as to whether the hiring requirements were met. Where the Contractor has failed to meet the requirements, Contractor may seek a modification to waive its unmet requirements if Contractor can demonstrate that it has made best efforts to meet the hiring requirements of this Rider. Evidence that Contractor utilized best efforts to meet the hiring requirements of this Rider include, but are not limited to:
  - 1. Contractor contacted Business Link for assistance in identifying potential employees and cooperated with Business Link to identify possible openings within Contractor's organization;
  - 2. Contractor made efforts to interview PA Recipients for open positions; documentation of these efforts must include at a minimum:
    - a. The names, addresses, and telephone numbers for each PA Recipient interviewed,

and whether they were referred to Contractor by HRA;

- b. Job description and specifications of the position a PA Recipient was interviewed for; and
- c. An explanation detailing why any PA Recipients interviewed were rejected for that position.

## **PAID SICK LEAVE LAW CONTRACT RIDER**

### **Introduction and General Provisions**

The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.<sup>1</sup> Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City’s Department of Consumer Affairs (“DCA”); DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement. Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the PSLL in performance of this agreement may result in its termination.

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, Contractor must cooperate with DCA’s education efforts and must comply with DCA’s subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of Contractor. Contractor is advised to review the PSLL and Rules in their entirety. On the website [www.nyc.gov/PaidSickLeave](http://www.nyc.gov/PaidSickLeave) there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

### **Applicability, Accrual, and Use**

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its “calendar year” pursuant to the PSLL (“Year”) must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must

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<sup>1</sup> Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.



be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSLI may use sick time for any of the following:

- such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLI. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLI must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

## Exemptions and Exceptions

Notwithstanding the above, the PSLL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

## Retaliation Prohibited

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

## Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

## Records

An employer must retain records documenting its compliance with the PSLL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSLL.

#### Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

#### More Generous Policies and Other Legal Requirements

Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

# NOTICE TO PROPOSERS

**The City of New York has issued a new Appendix A, General Provisions Governing Contracts for Consultants, Professional, Technical, Human And Client Services. The new Appendix A, which is incorporated in this Request for Proposals, is different from the 2011 version previously used by the City. Some of the significant changes are listed below. This notice is only a partial listing. Please refer to Appendix A itself for a full understanding of the changes and the actual text of the changes that were made. The text of the revised Appendix A is the controlling document if there are any discrepancies between this notice and Appendix A.**

1. Section 2.01 has been revised to track the requirements of the New York State Lobbying Law.
2. Section 3.02 has been revised (in all versions except the discretionary fund version) to provide automatic approval for all subcontracts that do not exceed \$20,000, to include the substance of the Subcontractor PIP Rider, and to further describe existing requirements.
3. Sections 4.01 and 4.02, which concern the independent nature of the contractor and its employees and subcontractors, have been revised.
4. Section 4.04 has been revised to include the substance of the Living Wage Rider.
5. Section 4.05, which concerns unlawful discrimination, has been updated to reflect changes in law since 2011.
6. A new Section 4.06 includes the substance of the Paid Sick Leave Law Rider.
7. A new Section 4.07 includes the substance of the Whistleblower Expansion Act Rider.
8. Section 5.03, which concerns inspections of the contractor, has been revised to address circumstances where the observation of the contractor's services would constitute a violation of law or an ethical obligation.
9. Section 5.08(A), which concerns confidentiality, has been revised to address the contractor's duty to maintain confidentiality when a disclosure demand has been made.
10. Article 7, Insurance, has been revised in form and substance as follows:
  - a. Section 7.02: The requirements concerning the maintenance of and submission of proof of workers' compensation, disability benefits, and employer's liability insurance have been separated from other insurance requirements.
  - b. Section 7.03: The requirements for other insurance have changed as follows. (1) A new Schedule A specifies minimum limits of insurance. (2) For commercial general liability insurance, Schedule A now specifies limits for "personal and advertising injury" coverage and "products/completed operations" coverage. (3) Schedule A provides an option for crime insurance, cyber liability insurance, and other coverages.
  - c. Section 7.04 has been revised to clarify that contractors' self-insured retentions exceeding \$10,000 must be approved by the contracting agency.
11. A new Section 10.07 has been added to address liquidated damages. A line in Schedule A specifies liquidated damages applicable to the Agreement, if any.
12. A new Section 13.04 has been added to reflect prohibitions on discrimination and a Mayor's Executive Order limiting inquiries about immigration status.
13. Section 14.04 directs the agency and contractor to list their addresses and email address for notices in Schedule A.

*Please discontinue use of this notice after December 31, 2018.*

# Doing Business Data Form

To be completed by the City agency prior to distribution

Agency \_\_\_\_\_ Transaction ID \_\_\_\_\_

**Check One**

☐ Proposal ☐ Award

**Transaction Type (check one)**

☐ Concession ☐ Economic Development Agreement ☐ Franchise ☐ Grant ☐ Pension Investment Contract ☐ Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York, as will the organizations that own 10% or more of the entity. No other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's PASSPort registration or VENDEX requirements.**

**Please return the completed Data Form to the City office that supplied it.** Please contact the Doing Business Accountability Project at [DoingBusiness@mocs.nyc.gov](mailto:DoingBusiness@mocs.nyc.gov) or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

## Entity Information

*If you are completing this form by hand, please print clearly.*

Entity EIN/TIN \_\_\_\_\_ Entity Name \_\_\_\_\_

**Filing Status**

**NEW:** Data Forms submitted now must include the listing of **organizations**, as well as individuals, with 10% or more ownership of the entity. Until such certification of ownership is submitted through a change, new or update form, a no change form will not be accepted.

**(Select One)**

- ☐ Entity has never completed a Doing Business Data Form. Fill out the entire form.
- ☐ Change from previous Data Form dated \_\_\_\_\_. Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.
- ☐ No Change from previous Data Form dated \_\_\_\_\_. Skip to the bottom of the last page.

**Entity is a Non-Profit**

☐ Yes

☐ No

**Entity Type** ☐ Corporation (any type) ☐ Joint Venture ☐ LLC ☐ Partnership (any type) ☐ Sole Proprietor ☐ Other (specify) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

*Provide your e-mail address in order to receive notices regarding this form by e-mail.*

## Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

**Chief Executive Officer (CEO) or equivalent officer**

*The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.*

☐ This position does not exist

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

☐ This person replaced former CEO \_\_\_\_\_ on date \_\_\_\_\_

**Chief Financial Officer (CFO) or equivalent officer**

*The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.*

☐ This position does not exist

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

☐ This person replaced former CFO \_\_\_\_\_ on date \_\_\_\_\_

**Chief Operating Officer (COO) or equivalent officer**

*The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.*

☐ This position does not exist

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

☐ This person replaced former COO \_\_\_\_\_ on date \_\_\_\_\_

## Principal Owners

Please fill in the required identification information for all individuals or organizations that, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual or organization owners exist, please check the appropriate box to indicate why and skip to the **Senior Managers** section. If the entity is owned by other companies that control 10% or more of the entity, those companies must be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals or organizations that are no longer owners at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Owners."

### There are no owners listed because (select one):

☐ The entity is not-for-profit ☐ The entity is an individual ☐ No individual or organization owns 10% or more of the entity

Other (explain) \_\_\_\_\_

### Individual Owners (who own or control 10% or more of the entity)

First Name \_\_\_\_\_ MI \_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

First Name \_\_\_\_\_ MI \_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

### Organization Owners (that own or control 10% or more of the entity)

Organization Name \_\_\_\_\_

Organization Name \_\_\_\_\_

Organization Name \_\_\_\_\_

### Remove the following previously-reported Principal Owners

Name \_\_\_\_\_ Removal Date \_\_\_\_\_

Name \_\_\_\_\_ Removal Date \_\_\_\_\_

Name \_\_\_\_\_ Removal Date \_\_\_\_\_

## Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. At least one senior manager must be listed, or the Data Form will be considered incomplete. If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

### Senior Managers

First Name \_\_\_\_\_ MI \_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

First Name \_\_\_\_\_ MI \_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

First Name \_\_\_\_\_ MI \_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

### Remove the following previously-reported Senior Managers

Name \_\_\_\_\_ removal date \_\_\_\_\_

Name \_\_\_\_\_ removal date \_\_\_\_\_

### Certification

I certify that the information submitted on these two pages and \_\_\_\_\_ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

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

Entity Name \_\_\_\_\_ Work Phone # \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please return this form to the City agency that supplied it to you, not to the Doing Business Accountability Project.

Standard Form

BUDGET SUMMARY FORM

Agency/Provider		Contract No.	
Program/Facility		Fiscal Year	
Term of Contract		Date	
Agency Representative		Title	
Agency Telephone		Agency E-mail	
Federal EIN		Vendor ID #	

I	PERSONNEL SERVICES (PS)		ORIGINAL BUDGET	FTE'S
	Administration		\$0	0.00
	Social Work		\$0	0.00
	Child Care (Tier IIs only)		\$0	0.00
	Recreation		\$0	0.00
	Case Management		\$0	0.00
	Security		\$0	0.00
	Maintenance		\$0	0.00
	MVO		\$0	0.00
	Kitchen		\$0	0.00
	TOTAL PERSONNEL SERVICES		\$0	0.0
II	FRINGE BENEFITS	#DIV/0!	\$0	
III	TOTAL PS		\$0	
IV	OTHER THAN PERSONNEL SERVICE			
	Office Equipment		\$0	
	Client Supplies/Furniture		\$0	
	Client Transportation		\$0	
	Utilities		\$0	
	Office Expenses		\$0	
	Professional Costs		\$0	
	Maintenance/Repair		\$0	
	Mechanical System Contracts		\$0	
	Food		\$0	
	Contracted Security		\$0	
	Vehicle Expenses		\$0	
	TOTAL OTPS		\$0	
V	TOTAL PS & OTPS ( III + IV )		\$0	
VI	ADMINISTRATIVE OVERHEAD	FY #DIV/0!	\$0	
VII	RENT		\$0	
VIII	TOTAL (without Debt Service) ( V + VI + VII )		\$0	
IX	START UP		\$0	
X	DEBT SERVICE AMORTIZATION		\$0	
XI	AMENDMENTS (I.E., DEPRECIATION, NEW NEED, ETC.)		\$0	
XII	GROSS AMOUNT ( VIII + IX + X + XI )		\$0	
XIII	REVENUE		\$0	
XIV	FUNDING ( XII - XIII )		\$0	

LDSS Program Representative	Date
LDSS Budget Representative	Date
Provider	Date

LINE ITEM BUDGET FORM - A  
Page 1 - PERSONNEL SERVICE (PS)

Facility

Address

Provider

Facility Type

Capacity

Effective Dates

Fiscal Year

0

0

01/00/00

Position Title	FY 20 __ Annual Budget			FY 20 __ Annual Budget			\$	%	Justification
	FTE'S	Salary	Total	FTE'S	Salary	Total	Variance	Variance	Needed?
Subtotal Administration	0.0		\$0	0.0		\$0	\$0	#DIV/0!	#DIV/0!
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
Subtotal Social Work	0.0		\$0	0.0		\$0	\$0	#DIV/0!	#DIV/0!
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
Subtotal Child Care (Tier IIs only)	0.0		\$0	0.0		\$0	\$0	#DIV/0!	#DIV/0!
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
Subtotal Recreation	0.0		\$0	0.0		\$0	\$0	#DIV/0!	#DIV/0!
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
Subtotal Case Management	0.0		\$0	0.0		\$0	\$0	#DIV/0!	#DIV/0!
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
Subtotal Security	0.0		\$0	0.0		\$0	\$0	#DIV/0!	#DIV/0!
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
Subtotal Maintenance	0.0		\$0	0.0		\$0	\$0	#DIV/0!	#DIV/0!
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
Subtotal Motor Vehicle Operator	0.0		\$0	0.0		\$0	\$0	#DIV/0!	#DIV/0!
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
Subtotal Kitchen	0.0		\$0	0.0		\$0	\$0	#DIV/0!	#DIV/0!
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
			\$0			\$0	\$0	#DIV/0!	
Subtotal PS	0.0		\$0	0.0		\$0	\$0	#DIV/0!	#DIV/0!
Fringe Benefits	#DIV/0!			#DIV/0!			\$0	#DIV/0!	
TOTAL PS			\$0			\$0	\$0	#DIV/0!	



**LINE ITEM BUDGET FORM - A**  
**Page 2 - OTHER THAN PERSONNEL SERVICE (OTPS)**

Facility	0
Effective Dates	01/00/00

	FY 20__ Annual		\$	%	Justification
	Budget	Budget	Variance	Variance	Needed?
Office Equipment Purchase/Replacement/Lease			\$0	#DIV/0!	
Office Furniture Replacement and Purchase			\$0	#DIV/0!	
Copier			\$0	#DIV/0!	
Fax			\$0	#DIV/0!	
Computer			\$0	#DIV/0!	
Subtotal Office Equipment	\$0	\$0	\$0	#DIV/0!	#DIV/0!
Laundry and Replacement Linen			\$0	#DIV/0!	
Client Furniture (Purchase and Replacement)			\$0	#DIV/0!	
Client Supplies			\$0	#DIV/0!	
Program Supplies			\$0	#DIV/0!	
Subtotal Client Supplies/Furniture	\$0	\$0	\$0	#DIV/0!	#DIV/0!
Client Transportation			\$0	#DIV/0!	#DIV/0!
Telephone			\$0	#DIV/0!	
Electricity			\$0	#DIV/0!	
Oil/Gas			\$0	#DIV/0!	
Water/Sewer			\$0	#DIV/0!	
Subtotal Utilities	\$0	\$0	\$0	#DIV/0!	#DIV/0!
Office Supplies			\$0	#DIV/0!	
Postage			\$0	#DIV/0!	
Insurance			\$0	#DIV/0!	
Recruitment and Advertising			\$0	#DIV/0!	
Staff Training			\$0	#DIV/0!	
Staff Transportation			\$0	#DIV/0!	
Subtotal Office Expenses	\$0	\$0	\$0	#DIV/0!	#DIV/0!
Accounting			\$0	#DIV/0!	
Legal			\$0	#DIV/0!	
A-133 Audit Fees			\$0	#DIV/0!	
Consultants			\$0	#DIV/0!	
Subtotal Professional Services	\$0	\$0	\$0	#DIV/0!	#DIV/0!
Maintenance Equipment Replacement			\$0	#DIV/0!	
Office Equipment Repair			\$0	#DIV/0!	
Miscellaneous Repairs (Directly Paid)			\$0	#DIV/0!	
Miscellaneous Repairs (Contracted)			\$0	#DIV/0!	
Maintenance Supplies			\$0	#DIV/0!	
Janitorial Supplies			\$0	#DIV/0!	
Subtotal Maintenance/Repair	\$0	\$0	\$0	#DIV/0!	#DIV/0!
HVAC/Boiler System Maintenance			\$0	#DIV/0!	
Emergency Generator Maintenance			\$0	#DIV/0!	
Fire Detection/Suppression/Central Station			\$0	#DIV/0!	
Extermination Contract			\$0	#DIV/0!	
Elevator Maintenance			\$0	#DIV/0!	
Subtotal Mechanical System Contracts	\$0	\$0	\$0	#DIV/0!	#DIV/0!
Food			\$0	#DIV/0!	#DIV/0!
Contracted Security			\$0	#DIV/0!	#DIV/0!
Vehicle Rental/Lease			\$0	#DIV/0!	
Vehicle Insurance			\$0	#DIV/0!	
Gasoline			\$0	#DIV/0!	
Vehicle Maintenance and Repair			\$0	#DIV/0!	
Subtotal Vehicle Expenses	\$0	\$0	\$0	#DIV/0!	#DIV/0!
TOTAL OTPS	\$0	\$0	\$0	#DIV/0!	
TOTAL PS & OTPS	\$0	\$0	\$0	#DIV/0!	
Administrative Overhead (Attachment #8A)	FY #DIV/0!	FY #DIV/0!	\$0	#DIV/0!	#DIV/0!
Rent			\$0	#DIV/0!	#DIV/0!
TOTAL (without Debt Service) OPERATING BUDGET	\$0	\$0	\$0	#DIV/0!	
Start Up			\$0	#DIV/0!	
Debt Service Amortization			\$0	#DIV/0!	
Depreciation			\$0	#DIV/0!	
New Need			\$0	#DIV/0!	
GROSS AMOUNT	\$0	\$0	\$0	#DIV/0!	
REVENUE			\$0	#DIV/0!	
TOTAL FUNDING	\$0	\$0	\$0	#DIV/0!	
Per Diem at		Percent	#DIV/0!	#DIV/0!	#DIV/0!

Single Adults

All Site Types - Administration Staff	Sites under 50 Units	50 - 99 Units	100 - 149 Units	Over 150 Units
Program Director	1	1	1	1
Assistant Program Director	1	1	1	2
Director of Program Operations	0.5	1	1	1
Administrative Assistant	0.5	1	2	2

All Site Types - Social Service Staff	All Capacity
Case Manager	1:25
Housing Specialist	1:40
Case Manager Supervisor	1:125

Adult Mental Health Direct Care Staff	All Capacity
Team Leader (LMSW)	1 per Shelter
Psychiatrist	1:100
Social Worker	1:50
Peer Specialist	1:50

Adult Substance Abuse Direct Staff	All Capacity
CASAC	1:25

Adult Employment Direct Staff	All Capacity
Employment Specialist	1:50

Adult Assessment Direct Care Staff	All Capacity
CASAC	1:100
Care Coordinator	1:200
Social Worker	1:50

# Adult Mental Health

SAMPLE MODEL				
Shelter Capacity		75		
	FTE	Proposed Per Diem		
Administration Staff				Per diem derived by developing a standard complement of staff and averages salaries. Staffing and compensation were increased for larger facilities.Providers have flexibility to propose alternative staffing plan based on their specific operation and organizational structure. See Staff ratio tab for staffing assumptions.
Total Administration Staff		\$	7.92	491.7 (Resident rights); 491.8 (Resident services); 491.11 (Disaster and emergency planning)
Direct Care Staff				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
Team Leader LMSW (1:6 supervision ratio)	1			491.8.b-d (Resident services - special population needs); 491.8.e (Resident services - social rehabilitation needs/benefits/case management)
Psychiatrist (1:100)	1			491.8.b-d (Resident services - special population needs); 491.8.e (Resident services - social rehabilitation needs/benefits/case management)
Social Worker (1:50)	2			491.8.b-d (Resident services - special population needs); 491.8.e (Resident services - social rehabilitation needs/benefits/case management)
Peer Specialist (1:50)	2			491.8.b-d (Resident services - special population needs); 491.8.e (Resident services - social rehabilitation needs/benefits/case management)
Total Direct Care Staff			6	
Social Service Counseling				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
Case Manager (1:25)	3			491.8.c-e (Resident services - social rehabilitation needs/benefits); 491.8.g (Resident services - information and referral services)
Housing Specialist (1:40)	2			491.8.c-e.iii (Resident services - social rehabilitation needs/benefits, housing)
Case Manager Supervisor (1:125)	1			491.8.c-e (Resident services - social rehabilitation needs/benefits); 491.8.g (Resident services - information and referral services)
Total Social Service Counseling Staff			6	
Operations Staff				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
Shift Supervisors/Residential Aide (1:25)	3	\$	2.96	491.8.c-f (Resident services - social rehabilitation needs/benefits; resident services - supervision); 491.9 (Food service); 491.10 (Environmental standards)
Total Operations Staff		\$	2.96	
Recreation				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
Recreation Staff (1:150)	1	\$	1.10	491.8 (Resident services)
Total Recreation Staff		\$	1.10	
Fringe (26%)				26% Fringe rate based on agency standard policy
		Proposed Per Diem		
Utilities	Documented Actuals/Comps			Will establish appropriate funding level based on documentation of building expenses or comps.
Insurance	Documented Actuals/Comps			Will establish appropriate funding level based on documentation of building expenses or comps.
Client Supplies/Office Equipment		\$	3.30	Per diem derived by applying a uniform increase to current system averages. 491.10.j,m (Environmental standards - furnishings and equipment/housekeeping)
Professional Costs	N/A			Professional costs will be evaluated on a case by case basis. 491.7 (Resident rights); 491.8 (Resident services).
Kitchen Staff/Food	Average food service per diem			Kitchen staff/food costs per diem based on current average. Provider can choose to provide food service with personnel or through a contracted food service.491.9 (Food service)
Maintenance	Per diem to maintain adequate health and safety standards			Standard per diem guideline was derived in consultation with Housing Preservation and Development, based on best practice. Proposals will be evaluated by DHS Maintenance and Repair division and governed by established agency maintenance standards. 491.10 (Environmental standards)
Transportation		\$	1.50	Standard per diem derived based on system averages. 491.8.e.vii (Resident services - social rehabilitation needs/benefits/transportation); 491.8.f.4 (Resident services -supervision/transportation)
Overhead (10%)				10% Admin Overhead rate based on city-wide standard policy
Rent	N/A			Rent per diem is evaluated based on documentation of building expenses. New proposals will be evaluated on a case by case basis using a methodology developed by HPD, DHS, DSS and OMB.
Security (PS + Contracted)	N/A			Security will be evaluated on a case by case basis through an onsite security assessment and consultation with NYPD. 491.8.f (Resident services -supervision.)

Adult Substance Use

SAMPLE MODEL				
Shelter Capacity		75		
		FTE	Proposed Per Diem	
Administration Staff				Per diem derived by developing a standard complement of staff and averages salaries. Staffing and compensation were increased for larger facilities. Providers have flexibility to propose alternative staffing plan based on their specific operation and organizational structure. See Staff ratio tab for staffing assumptions.
Total Administration Staff			\$ 7.92	491.7 (Resident rights); 491.8 (Resident services); 491.11 (Disaster and emergency planning)
Direct Care Staff				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
CASAC (1:25)		3		491.8.b-d (Resident services - special population needs); 491.8.e (Resident services - social rehabilitation needs/benefits/case management)
Total Direct Care Staff		3		
Social Service Counseling				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
Case Manager (1:25)		3		491.8.c-e (Resident services - social rehabilitation needs/benefits); 491.8.g (Resident services - information and referral services)
Housing Specialist (1:40)		2		491.8.c-e.iii (Resident services - social rehabilitation needs/benefits, housing)
Case Manager Supervisor (1:125)		1		491.8.c-e (Resident services - social rehabilitation needs/benefits); 491.8.g (Resident services - information and referral services)
Total Social Service Counseling Staff		6		
Operations Staff				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
Shift Supervisors/Residential Aide (1:25)		3	\$ 2.96	491.8.c-f (Resident services - social rehabilitation needs/benefits; resident services - supervision); 491.9 (Food service); 491.10 (Environmental standards)
Total Operations Staff		3	\$ 2.96	
Recreation				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
Recreation Staff (1:150)		1	\$ 1.10	491.8 (Resident services)
Total Recreation Staff		1	\$ 1.10	
Fringe (26%)				26% Fringe rate based on agency standard policy
			Proposed Per Diem	
Utilities		Documented Actuals/Comps		Will establish appropriate funding level based on documentation of building expenses or comps.
Insurance		Documented Actuals/Comps		Will establish appropriate funding level based on documentation of building expenses or comps.
Client Supplies/Office Equipment			\$ 3.30	Per diem derived by applying a uniform increase to current system averages. 491.10.j,m (Environmental standards - furnishings and equipment/housekeeping)
Professional Costs		N/A		Professional costs will be evaluated on a case by case basis. 491.7 (Resident rights); 491.8 (Resident services);
Kitchen Staff/Food		Average food service per diem		Kitchen staff/food costs per diem based on current average. Provider can choose to provide food service with personnel or through a contracted food service.491.9 (Food service)
Maintenance		Per diem to maintain adequate health and safety standards		Standard per diem guideline was derived in consultation with Housing Preservation and Development, based on best practice. Proposals will be evaluated by DHS Maintenance and Repair division and governed by established agency maintenance standards. 491.10 (Environmental standards)
Transportation			\$ 1.50	Standard per diem derived based on system averages. 491.8.e.vii (Resident services - social rehabilitation needs/benefits/transportation); 491.8.f.4 (Resident services -supervision/transportation)
Overhead (10%)				10% Admin Overhead rate based on city-wide standard policy
Rent		N/A		Rent per diem is evaluated based on documentation of building expenses. New proposals will be evaluated on a case by case basis using a methodology developed by HPD, DHS, DSS and OMB.
Security (PS + Contracted)		N/A		Security will be evaluated on a case by case basis through an onsite security assessment and consultation with NYPD. 491.8.f (Resident services -supervision.)

## Adult Employment

SAMPLE MODEL				
Shelter Capacity	75			
	FTE	Proposed Per Diem		
<b>Administration Staff</b>				Per diem derived by developing a standard complement of staff and averages salaries. Staffing and compensation were increased for larger facilities. Providers have flexibility to propose alternative staffing plan based on their specific operation and organizational structure. See Staff ratio tab for staffing assumptions.
Total Administration Staff		\$	7.92	491.7 (Resident rights); 491.8 (Resident services); 491.11 (Disaster and emergency planning)
<b>Direct Care Staff</b>				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
Employment Specialist (1:50)	2			491.8.b-d (Resident services - special population needs); 491.8.e (Resident services - social rehabilitation needs/benefits/case management)
Total Direct Care Staff	2			
<b>Social Service Counseling</b>				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
Case Manager (1:25)	3			491.8.c-e (Resident services - social rehabilitation needs/benefits); 491.8.g (Resident services - information and referral services)
Housing Specialist (1:40)	2			491.8.c-e.iii (Resident services - social rehabilitation needs/benefits, housing)
Case Manager Supervisor (1:125)	1			491.8.c-e (Resident services - social rehabilitation needs/benefits); 491.8.g (Resident services - information and referral services)
Total Social Service Counseling Staff	6			
<b>Operations Staff</b>				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
Shift Supervisors/Residential Aide (1:25)	3	\$	2.96	491.8.c-f (Resident services - social rehabilitation needs/benefits; resident services - supervision); 491.9 (Food service); 491.10 (Environmental standards)
Total Operations Staff	3	\$	2.96	
<b>Recreation</b>				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
Recreation Staff (1:150)	1	\$	1.10	491.8 (Resident services)
Total Recreation Staff	1	\$	1.10	
<b>Fringe (26%)</b>				26% Fringe rate based on agency standard policy
Utilities	Documented Actuals/Comps			Will establish appropriate funding level based on documentation of building expenses or comps.
Insurance	Documented Actuals/Comps			Will establish appropriate funding level based on documentation of building expenses or comps.
Client Supplies/Office Equipment		\$	3.30	Per diem derived by applying a uniform increase to current system averages. 491.10.j,m (Environmental standards - furnishings and equipment/housekeeping)
Professional Costs	N/A			Professional costs will be evaluated on a case by case basis. 491.7 (Resident rights); 491.8 (Resident services);
Kitchen Staff/Food	Average food service per diem			Kitchen staff/food costs per diem based on current average. Provider can choose to provide food service with personnel or through a contracted food service. 491.9 (Food service)
Maintenance	Per diem to maintain adequate health and safety standards			Standard per diem guideline was derived in consultation with Housing Preservation and Development, based on best practice. Proposals will be evaluated by DHS Maintenance and Repair division and governed by established agency maintenance standards. 491.10 (Environmental standards)
Transportation		\$	1.50	Standard per diem derived based on system averages. 491.8.e.vii (Resident services - social rehabilitation needs/benefits/transportation); 491.8.f.4 (Resident services - supervision/transportation)
<b>Overhead (10%)</b>				10% Admin Overhead rate based on city-wide standard policy
Rent	N/A			Rent per diem is evaluated based on documentation of building expenses. New proposals will be evaluated on a case by case basis using a methodology developed by HPD, DHS, DSS and OMB.
Security (PS + Contracted)	N/A			Security will be evaluated on a case by case basis through an onsite security assessment and consultation with NYPD. 491.8.f (Resident services - supervision.)

Adult Assessment

SAMPLE MODEL				
Shelter Capacity		75		
	FTE	Proposed Per Diem		
Administration Staff				Per diem derived by developing a standard complement of staff and averages salaries. Staffing and compensation were increased for larger facilities. Providers have flexibility to propose alternative staffing plan based on their specific operation and organizational structure. See Staff ratio tab for staffing assumptions.
Total Administration Staff		\$	7.92	491.7 (Resident rights); 491.8 (Resident services); 491.11 (Disaster and emergency planning)
Direct Care Staff				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
CASAC (1:100)	1			491.8.b-d (Resident services - special population needs); 491.8.e (Resident services - social rehabilitation needs/benefits/case management)
Care Coordinator (1:200)	1			491.8.b-d (Resident services - special population needs); 491.8.e (Resident services - social rehabilitation needs/benefits/case management)
Social Worker (1:50)	2			491.8.b-d (Resident services - special population needs); 491.8.e (Resident services - social rehabilitation needs/benefits/case management)
Total Direct Care Staff	4	\$	-	
Social Service Counseling				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
Case Manager (1:25)	3			491.8.c-e (Resident services - social rehabilitation needs/benefits); 491.8.g (Resident services - information and referral services)
Housing Specialist (1:40)	2			491.8.c-e.iii (Resident services - social rehabilitation needs/benefits, housing)
Case Manager Supervisor (1:125)	1			491.8.c-e (Resident services - social rehabilitation needs/benefits); 491.8.g (Resident services - information and referral services)
Total Social Service Counseling Staff	6			
Operations Staff				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
Shift Supervisors/Residential Aide (1:25)	3	\$	2.96	491.8.c-f (Resident services - social rehabilitation needs/benefits; resident services - supervision); 491.9 (Food service); 491.10 (Environmental standards)
Total Operations Staff	3	\$	2.96	
Recreation				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
Recreation Staff (1:150)	1	\$	1.10	491.8 (Resident services)
Total Recreation Staff	1	\$	1.10	
Fringe (26%)				26% Fringe rate based on agency standard policy
		Proposed Per Diem		
Utilities	Documented Actuals/Comps			Will establish appropriate funding level based on documentation of building expenses or comps.
Insurance	Documented Actuals/Comps			Will establish appropriate funding level based on documentation of building expenses or comps.
Client Supplies/Office Equipment		\$	3.30	Per diem derived by applying a uniform increase to current system averages. 491.10.j,m (Environmental standards - furnishings and equipment/housekeeping)
Professional Costs	N/A			Professional costs will be evaluated on a case by case basis. 491.7 (Resident rights); 491.8 (Resident services);
Kitchen Staff/Food	Average food service per diem			Kitchen staff/food costs per diem based on current average. Provider can choose to provide food service with personnel or through a contracted food service.491.9 (Food service)
Maintenance	Per diem to maintain adequate health and safety standards			Standard per diem guideline was derived in consultation with Housing Preservation and Development, based on best practice. Proposals will be evaluated by DHS Maintenance and Repair division and governed by established agency maintenance standards. 491.10 (Environmental standards)
Transportation		\$	1.50	Standard per diem derived based on system averages. 491.8.e.vii (Resident services - social rehabilitation needs/benefits/transportation); 491.8.f.4 (Resident services -supervision/transportation)
Rent	N/A			Rent per diem is evaluated based on documentation of building expenses. New proposals will be evaluated on a case by case basis using a methodology developed by HPD, DHS, DSS and OMB.
Security (PS + Contracted)	N/A			Security will be evaluated on a case by case basis through an onsite security assessment and consultation with NYPD. 491.8.f (Resident services -supervision).

Adult General

SAMPLE MODEL				
Shelter Capacity	75			
	FTE	Proposed Per Diem		
Administration Staff				Per diem derived by developing a standard complement of staff and averages salaries. Staffing and compensation were increased for larger facilities. Providers have flexibility to propose alternative staffing plan based on their specific operation and organizational structure. See Staff ratio tab for staffing assumptions.
Total Administration Staff		\$	7.92	491.7 (Resident rights); 491.8 (Resident services); 491.11 (Disaster and emergency planning)
Direct Care Staff				
NA	NA		NA	
Total Direct Care Staff	NA		NA	
Social Service Counseling				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
Case Manager (1:25)	3			491.8.c-e (Resident services - social rehabilitation needs/benefits); 491.8.g (Resident services - information and referral services)
Housing Specialist (1:40)	2			491.8.c-e.iii (Resident services - social rehabilitation needs/benefits, housing)
Case Manager Supervisor (1:125)	1			491.8.c-e (Resident services - social rehabilitation needs/benefits); 491.8.g (Resident services - information and referral services)
Total Social Service Counseling Staff	6			
Operations Staff				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
Shift Supervisors/Residential Aide (1:25)	3	\$	2.96	491.8.c-f (Resident services - social rehabilitation needs/benefits; resident services - supervision); 491.9 (Food service); 491.10 (Environmental standards)
Total Operations Staff	3	\$	2.96	
Recreation				Staffing based client to staff ratios as established by Agency policy in compliance with appropriate regulation.
Recreation Staff (1:150)	1	\$	1.10	491.8 (Resident services)
Total Recreation Staff	1	\$	1.10	
Fringe (26%)				26% Fringe rate based on agency standard policy
		Proposed Per Diem		
Utilities	Documented Actuals/Comps			Will establish appropriate funding level based on documentation of building expenses or comps.
Insurance	Documented Actuals/Comps			Will establish appropriate funding level based on documentation of building expenses or comps.
Client Supplies/Office Equipment		\$	3.30	Per diem derived by applying a uniform increase to current system averages. 491.10.j,m (Environmental standards - furnishings and equipment/housekeeping)
Professional Costs	N/A			Professional costs will be evaluated on a case by case basis. 491.7 (Resident rights); 491.8 (Resident services);
Kitchen Staff/Food	Average food service per diem			Kitchen staff/food costs per diem based on current average. Provider can choose to provide food service with personnel or through a contracted food service.491.9 (Food service)
Maintenance	Per diem to maintain adequate health and safety standards			Standard per diem guideline was derived in consultation with Housing Preservation and Development, based on best practice. Proposals will be evaluated by DHS Maintenance and Repair division and governed by established agency maintenance standards. 491.10 (Environmental standards)
Transportation		\$	1.50	Standard per diem derived based on system averages. 491.8.e.vii (Resident services - social rehabilitation needs/benefits/transportation); 491.8.f.4 (Resident services -supervision/transportation)
Overhead (10%)				10% Admin Overhead rate based on city-wide standard policy
Rent	N/A			Rent per diem is evaluated based on documentation of building expenses. New proposals will be evaluated on a case by case basis using a methodology developed by HPD, DHS, DSS and OMB.
Security (PS + Contracted)	N/A			Security will be evaluated on a case by case basis through an onsite security assessment and consultation with NYPD. 491.8.f (Resident services -supervision).





**ATTACHMENT E**

**Structured Proposal Form**

**Shelter Facilities for Homeless Single Adults**

**EPIN: 07119I0001**

**Proposer:**

**Section II (A): Experience – 15 Points**

1. **In 12,000 characters (approximately 1,800 words) or less**, fully describe at least three years of the proposer's successful, relevant experience, including that of each subcontractor, if any, within the last six years, in providing social services to vulnerable populations and operating residences that include homeless single adults.
2. **In 12,000 characters (approximately 1,800 words) or less**, fully describe at least three years of the proposer's successful experience, including that of each subcontractor, if any, within the last six years, in operating homeless and/or low-income housing programs and/or the provision of other social services.
3. **In 12,000 characters (approximately 1,800 words) or less**, fully describe the experience and organizational capability of the proposer, including that of each subcontractor, if any, to manage the administrative, social service, and financial components of this program.

## **Section II (B): Intake, Case Management and Residential Services - 15 Points**

4. **In 4,000 characters (approximately 600 words) or less**, fully describe the proposer's approach to provide intake and orientation for this program. Include detailed information on the proposed intake and orientation processes, and demonstrate how they would conform to the guidelines and expectations outlined in this section.
5. **In 4,000 characters (approximately 600 words) or less**, fully describe the proposer's approach to provide case management services for this program that promotes the stabilization of clients and their ability to live independently, as outlined in this section.
6. **In 4,000 characters (approximately 600 words) or less**, fully describe the proposer's approach to provide housing specialist for this program, based on the expectations outlined in this section.

## **Section II (C): Supportive Services – 15 Points**

7. **In 4,000 characters (approximately 600 words) or less**, fully describe the proposer's approach to provide supportive services to assist clients in applying for public assistance benefits, participating in child support enforcement programs, participating in employment and training programs, accepting jobs and work assignments, and satisfying all requirements for participation in rehabilitation services, based on the expectations outlined in this section.
8. **In 4,000 characters (approximately 600 words) or less**, fully describe the proposer's approach for referral services to provide supportive health services with a fully accredited medical institution or clinic for referral of residents for routine examinations and emergency treatment, based on the expectations outlined in this section.
9. **In 4,000 characters (approximately 600 words) or less**, fully describe the proposer's approach for providing CPR services, communicable disease prevention, mental health/psychiatric outpatient services, substance use services including opioid overdose prevention, preventative care, tuberculosis testing, immunizations, behavioral health services, and physical examinations based on expectations outlined in this section.

10. **In 4,000 characters (approximately 600 words) or less**, fully describe the proposer's approach to provide food services for all residents in accordance with all dietary guidelines and standards, based on the expectations outlined in this section.

#### **Section II (D): Housing and Employment Placement Services – 15 Points**

11. **In 8,000 characters (approximately 1,200 words) or less**, fully describe the proposer's approach to provide referral assistance in securing employment, job training, and job placement services, including referrals to community programs and/or HRA employment services for job preparation, placements, and training, based on the expectations outlined in this section.
12. **In 8,000 characters (approximately 1,200 words) or less**, fully describe the proposer's approach to provide housing placement services, based on the expectations outlined in this section. Include details on how the proposer will assist clients in finding housing, provide housing education, and meet the housing placement targets set by DHS, including the steps taken to achieve these goals.

#### **Section II (E): Staffing Plan – 10 Points**

13. **In 8,000 characters (approximately 1,200 words) or less**, fully describe the proposer's staffing plan, including a description of the qualifications and experience of staff to effectively provide the requisite services that meet the needs of the target population, based on the expectations outlined in this section.
14. **In 8,000 characters (approximately 1,200 words) or less**, fully describe the proposer's mechanisms for providing ongoing and consistent staff supervision, procedures for evaluating staff performance and protocols for employee discipline and termination.
15. **In 8,000 characters (approximately 1,200 words) or less**, fully describe the proposer's plan to hire staff that is culturally sensitive and able to communicate in the languages of the clients being served.

## **Section II (F): Partnerships – 5 Points**

16. **In 4,000 characters (approximately 600 words) or less**, fully describe the proposer's approach to establish and manage joint efforts with other organizations providing services to the target population, based on the expectations outlined in this section.
  
17. **In 4,000 characters (approximately 600 words) or less**, fully describe the proposer's approach to developing a "good neighbor plan" for the residence. Include how the plan would address quality of life issues, and how the residence would be a resource for the community, based on the expectations outlined in this section.
  
18. **In 4,000 characters (approximately 600 words) or less**, fully describe the proposer's approach to establish and manage community relations for the program, based on the expectations outlined in this section.

## **Section II (G): Security, Facilities, and Building Management – 15 Points**

19. **In 8,000 characters (approximately 1,200 words) or less**, fully describe the proposer's plan to complete weekly unit inspections to ensure the health and safety of clients in the facility, based on the expectations outlined in this section.
  
20. **In 8,000 characters (approximately 1,200 words) or less**, fully describe the proposer's plan to perform regular, emergency maintenance and repairs, ensuring all areas of the residence are kept in a sanitary and safe condition, based on the expectations outlined in this section.
  
21. **In 4,000 characters (approximately 600 words) or less**, fully describe the proposer's Property Management Plan, based on the expectations outlined in this section.

22. **In 8,000 characters (approximately 1,200 words) or less**, fully describe the proposer's plan to implement appropriate fire safety measures, including fire safety training for staff and residents, based on the expectations outlined in this section.
23. **In 8,000 characters (approximately 1,200 words) or less**, fully describe the proposer's plan to provide supervision and security services to the facility, based on the expectations outlined in this section.

#### **Section II (H): Data Monitoring and Reporting – 5 Points**

24. **In 4,000 characters (approximately 600 words) or less**, fully describe the proposer's plan to create and submit required status reports and statistical information, based on the expectations outlined in this section.
25. **In 4,000 characters (approximately 600 words) or less**, fully describe the proposer's approach to manage case record maintenance, utilize recording protocols, and submit invoices, based on the expectations outlined in this section.
26. **In 4,000 characters (approximately 600 words) or less**, fully describe the proposer's plan to utilize their internal monitoring system to identify facility, program and fiscal problems, based on the expectations outlined in this section.

#### **Section II (I): Budget Management – 5 Points**

27. **In 8,000 characters (approximately 1,200 words) or less**, fully describe how the proposer will plan for and manage budgets for this program, based on the program expectations outlined throughout this RFP and consistent with the proposed program design.
- i. Justification for each cost item with a description of how the budget will support the proposal, including the identification and justification of all Personnel and Other than Personnel Services (OTPS), including administrative costs and fringe benefits.
  - ii. For Personnel Services, include titles of all personnel to be employed by the proposer under the proposed contract, as well as the salaries and fringe to be

provided to such personnel.

- iii. For operation, utilities and other support expenses, list each item and explain how the costs of each one were determined.
- For contracted services, list the associated cost included in the funding request, explaining how the cost of the assigned work for the program was calculated. If it is a non-program service purchased from a vendor, describe the nature of the service, why it is needed, and how the costs relating to its purchase were determined.
  - i. If applicable, description of how in-kind contributions or other sources of funding will be used to leverage additional services.

**28. In 4,000 characters (approximately 600 words) or less, if applicable, provide a Budget Narrative justifying all Start-Up costs.**

Procedure No. 04-416

<b>SUBJECT:</b>  Client Responsibility	<b>APPLICABLE TO:</b>  All Single Adults Eligible for Temporary Shelter, Shelter Providers, and DHS Staff	<b>ISSUED:</b>  November 17, 2003
<b>ADMINISTERED BY:</b>  Division of Adult Services		<b>APPROVED BY:</b>  <i>Mark Hurwitz</i> Mark Hurwitz, Deputy Commissioner

#### FORMS USED

416A/aa	Client Acknowledgment of Responsibility Form/Spanish
416B	Client Responsibility Sanction Recommendation Form
416C	Notice to Provider of Sanction Denial
416D	Notice to Client of Continued Shelter Eligibility
416E	Program Administrator Sanction Recommendation Form
416F	DHS Sanction Review Committee Form
416G/gg	Notice to Client Upon Return from Sanction/Spanish
DHS-10A/aa	Notice of First ILP Violation/Spanish
DHS-10B/bb	Notice to Discontinue Temporary Housing Assistance (Shelter)/Spanish
DHS/DSS-4002S	Action Taken On Your Request For Assistance To Meet An Immediate Need Or A Special Allowance

#### PURPOSE

The DHS principles state, "all homeless individuals and families should receive safe, temporary shelter; planning for permanent housing should begin immediately." This procedure sets forth policy guidelines and detailed instructions to implement standards of responsibility in shelters for single adults. The goal of Client Responsibility is not to sanction clients, but to create a safe environment for clients and to encourage clients to take steps that will lead to independence. To achieve that goal, the Client Responsibility procedures will foster the positive social and service environments that will enable clients to make the transition to independent living while ensuring that clear and fair standards of responsibility promote mutual respect between clients and staff. Providers will work closely with clients to plan and expeditiously obtain appropriate assessment, evaluations, services, and treatment necessary to help clients prepare for and obtain permanent or other appropriate housing.

#### OVERVIEW

A client residing in temporary shelter has responsibility for his or her personal conduct and has an obligation to stay in temporary shelter only as long as necessary. The client will be required to develop, carry out and complete an Independent Living Plan; actively seek and accept suitable housing; and refrain from acts which endanger the health or safety of oneself or others or that substantially and repeatedly interfere with the orderly operation of the shelters.

If the client unreasonably fails to comply with these standards, the client's shelter will be temporarily discontinued. This procedure includes exemptions that would excuse sanction for noncompliance by distinguishing between clients who are unwilling as opposed to unable to comply with the standards of responsibility. Specifically, DHS will not subject a client to discontinuance of shelter for failure to comply with the Client Responsibility rules when such failure is due to the physical or mental impairment of the individual.

A client has the right to challenge DHS' decision to discontinue shelter by requesting a State Fair Hearing. Further, if the client requests the Hearing within ten (10) days of receipt of the DHS' notice to discontinue shelter temporarily, the client may continue receiving temporary housing assistance (shelter) pending the decision of the State Administrative Law Judge.



A client has the right to present grievances to the shelter operator and/or to DHS without fear of reprisal. The Provider has the responsibility for working closely with the client and using appropriate case management to aid the client in complying with his or her responsibilities and achieving permanent or other appropriate housing. Shelter staff is responsible for providing assistance, if necessary, to a client to meet these requirements.

The word "shelter" will mean "temporary housing assistance" throughout this document.

## **PART I: CLIENT RESPONSIBILITY REQUIREMENTS**

### **A. INFORMING A CLIENT OF CLIENT RESPONSIBILITY REQUIREMENTS**

The Provider must inform the client of his or her rights and responsibilities from the time the client begins receiving shelter until the acquisition of suitable housing. Shelter rules, rights, and responsibilities must be conspicuously posted in public areas of shelters. Each client must be given the Client Acknowledgment of Responsibility Form (CARF), which sets forth the requirements for remaining eligible for shelter, at the following times:

- Immediately upon arrival at the Men's Intake facility or at a Women's Intake-Assessment facility;
- Within three (3) calendar days of assignment or transfer to a shelter;
- Within ten (10) calendar days of the effective date of this procedure;
- Upon return from discontinuance of shelter;
- Immediately upon discovering that the client's case file lacks an original of the CARF, either signed by the client or indicating that the client refused to sign.

Staff must explain the Client Responsibility rules to a client before asking him or her to sign the CARF to acknowledge receipt. This ensures that every client knows his or her responsibilities, understands how he or she must work toward the goal of independent living, and is aware of the possibility of sanction for failure to comply with the requirements. Staff must countersign the CARF, give a copy to the client, place the original in the case file, and make the appropriate entry in the case file.

If a client refuses to sign the CARF, the Provider will indicate a failure to sign by placing a check in the box in the lower right-hand corner of the form and indicate the date of refusal on the form. However, the client will still be expected to meet the requirements of the CARF.

After the client has signed the CARF, he or she must fulfill his or her obligation to cooperate with an assessment, develop, carry out and complete a personalized ILP, seek and accept suitable housing, and refrain from Gross Misconduct [as defined in Part I, Section B (3)].

### **B. COMPONENTS OF CLIENT RESPONSIBILITY**

#### **1. Independent Living Plan (ILP)**

The ILP is a document developed and completed by the Provider together with the client, which establishes how the client will work towards the goal of living independently as expeditiously as possible. The ILP must be tailored to the specific circumstances of the client, based on the assessment of the client's housing and housing-related needs. The Provider must guide and reinforce compliance with the ILP in a manner that takes into account the unique characteristics and service needs of each client. The Provider should be aware of and assist the client in addressing issues, such as a physical or mental impairment or domestic violence safety needs, and develop, with the client, an ILP consistent with his or her circumstances.

The Provider may develop or use its own ILP format, service plan or other case management document, such as a treatment summary, social contract or Applicant Interview Document (AID), consistent with the requirements set forth in this procedure. The Provider's specific ILP document must reflect a client's current situation and give an ongoing picture of the nature of the Provider's services to the client. It must include a specific plan to obtain suitable housing and address tasks and responsibilities in light of the client's abilities.

Revisions to an ILP should be made when a client's circumstances have changed, such as a newly diagnosed illness or recently discovered safety concerns due to domestic violence, which the Provider needs to help the client address before obtaining suitable housing. The Provider must approve any revisions to an ILP. (See Appendix 1 "Independent Living Plan Sample").

A client must cooperate in the development of an ILP, such as an AID at an Assessment Facility, commensurate with the client's ability to complete it. The Provider of the Official Shelter may conduct a more in-depth assessment of the client's needs, as required by the specific program, including, but not limited to MICA, mental health, substance abuse, or employment.

The client has the right to present grievances pertaining to ILP requirements to the Director of Social Services without fear of reprisal.

**a. Client Responsibility**

The client works with the Provider to create the ILP and any subsequent revisions to it. Completing the ILP consists of carrying out the steps the client and Provider have drawn up to achieve the goal of independent living. The client must adhere to the ILP's tasks and activities, including time frames with any necessary assistance from the Provider. The client's responsibilities to ensure ILP compliance must be relevant and appropriate to his or her personal circumstances. Examples include the following:

- Signing the ILP/Updates, as an indication that he or she has participated in its development, understands it, and agrees to carry it out;
- Submitting all required documentation within thirty (30) days of request. A client who cannot submit required documentation must cooperate in securing it or must demonstrate a valid reason for not doing so, in order to be considered in compliance with the ILP;
- Obtaining eligibility for any available housing assistance;
- Pursuing employment options, particularly for the client ineligible for supportive housing;
- Participating in a savings plan consistent with applicable laws and regulations, when in receipt of income;
- Participating in drug and alcohol treatment programs, when substance abuse interferes with the client's ability to seek, secure, or retain suitable housing;
- Participating in evaluations and treatment for physical or mental illness when physical or mental illness interferes with a client's ability to seek, secure, and retain suitable housing;
- Making every reasonable effort to resolve legal and other matters, including court issues and outstanding warrants, which interfere with the client's ability to move into suitable housing; and
- Complying with all housing eligibility and search requirements (as described in Section 2).

A client shall not be required to produce documentation of domestic violence when production of such documentation would put the client at risk of violence perpetrated against him or her or make it harder for the client to stay safe from the abuser.

**b. Provider Responsibility**

The Provider is responsible for working closely with the client to develop, carry out, and complete an individualized ILP, as well as using appropriate case management to obtain evaluations and services designed to help the client live independently. The Provider must be aware of a client's needs related to housing, including physical and mental conditions that may impact on the client's ability to carry out an ILP and the choice of suitable housing options. In selecting ILP tasks, referrals, and time frames, the Provider must consider the individual's abilities and factors outside the client's control that affect or prevent ILP compliance as well as the availability of services. The Provider is responsible for the following:

- Advising a client of his or her responsibility to cooperate in ILP development, implementation, and completion;
- Assisting a client in securing all appropriate documentation;
- Completing a client's initial ILP, or revising a client's ILP, within two (2) weeks of his or her arrival at the Official Shelter;
- Providing the client with a copy of the ILP, including any subsequent revisions to it;
- Conducting meetings with the client at least once every two (2) weeks to discuss ILP implementation and updating the ILP, if appropriate;
- Updating an ILP at least once a month or whenever new case information necessitates a revision of an ILP. The case file must include the reasons why the caseworker revised the ILP;
- Exploring employment options with a client, when appropriate;
- Assisting the client in addressing issues such as mental illness, substance abuse and domestic violence safety needs, and by initiating referrals for evaluations and programs, when appropriate;
- Assisting the client in obtaining an evaluation of his or her health or mental health needs by a certified, licensed, or accredited health or mental health care provider. This evaluation should identify any physical or mental impairment the client may have;
- Documenting an impairment or any refusal by a client to be evaluated, and making appropriate modifications to the ILP, based on the evaluation(s);
- Updating an ILP at any point when additional information demonstrates a safety risk in connection with domestic violence; and
- Implementing and documenting progressive supervisory case review, approval of ILP/Updates, and administrative intervention to achieve compliance with the ILP.

The first time a client unreasonably fails to comply with the development, implementation or completion of his or her ILP, DHS or the Provider must inform the client of this determination. DHS or Provider staff will serve the Notice to First ILP Violation (DHS-10A) to the client. A client, who has violated his or her ILP for the first time, may remain in the shelter. The client also has the right to a Fair Hearing to contest the finding of the first ILP violation. The Director of Social Services/Supervisor and Caseworker will conference the client regarding the consequences of further noncompliance, that is, a second violation may result in the discontinuance of shelter for 30 days or longer, and will seek the client's cooperation. ILP infractions and notes from the conference(s) must be fully documented in the case file.

After the first ILP violation, if the Shelter Director believes that the failure of the client to comply with an ILP two or more times warrants the discontinuance of shelter eligibility, he or she may recommend a durational sanction as described in Part II, Section A "Sanction Initiation Process."

A client's unreasonable failure to comply with individualized ILP requirements two or more times may result in a sanction from shelter for 30 days, or until the failure ceases, whichever period of time is longer.

The noncompliance will be excused, and discontinuance action will not be taken, when the noncompliance is due to a mental or physical impairment. This will be evaluated on a case-by-case basis. The Provider must document the impairment and make any appropriate modifications to the ILP.

Noncompliance with an ILP may also be excused if the Provider determines that the ILP goals, tasks, and/or time frames do not accurately reflect the needs of the client or are not commensurate with his or her ability to complete them. The client may also demonstrate that a situation beyond his or her control prevented compliance, including, but not limited to, a medical emergency, a death in the family, or a lack of notification of an appointment time and place.

## **2. Seeking and Accepting Housing**

The client must cooperate in the search for permanent or other appropriate housing consistent with the ILP. Specifically, a client is required to look for housing, on his or her own when appropriate, and to accept suitable housing referrals from the Provider and DHS, including permanent housing, reunification with family members or other appropriate housing. Other appropriate housing includes, but is not limited to, supportive housing, residential drug treatment programs, and Job Corps placements.

### **a. Client Responsibility**

A client must cooperate in the search for suitable housing, consistent with the ILP, as follows:

- Informing the Provider of any affordable permanent housing options with relatives or friends;
- Actively looking for permanent or other appropriate housing;
- Obtaining and completing appropriate housing applications, including submitting in a timely manner all information, which is required by a landlord or housing agency, provided that the request is legally permissible and appropriate;
- Documenting, for the Provider, his or her efforts to find housing;
- Appearing on time for all housing appointments and interviews;
- Viewing and accepting suitable housing options consistent with the individualized goals, tasks and needs in the client's ILP;
- Signing and executing a lease for housing on the scheduled date; and
- Moving into secured housing on the designated date and time.

### **b. Provider Responsibility**

The Provider is responsible for assisting the client in his or her transition into permanent or other appropriate housing. This assistance includes, but is not limited to:

- Advising the client of the responsibility to seek and accept housing;
- Assisting the client in obtaining and completing all relevant housing applications in an appropriate and timely manner;
- Documenting and following-up on all housing appointments and applications;
- Preparing the client for housing interviews;
- Escorting the client on housing appointments, when appropriate;
- Documenting all housing rejections, including the reason for such rejections;
- Asking the client about any domestic violence safety needs that must be considered in locating suitable housing; and
- Securing a medical or psychiatric evaluation for the client, when appropriate, to determine whether there is a physical or mental condition that may affect the suitability of particular housing.

A client may not unreasonably refuse any housing that is suitable to the client, as long as the housing is suitable to the client's recognized needs consistent with any domestic violence status as defined by local law, and are compliant with applicable local codes and regulations. At any point where additional information demonstrates a safety risk in connection with domestic violence, the ILP must be modified to address the circumstances, which may include revising suitable housing options.

If the client fails to cooperate in seeking and accepting suitable housing, a Provider shall document the client's noncompliance.

If the Shelter Director believes that failure of the client to seek or accept suitable housing warrants the discontinuance of shelter eligibility, he or she may recommend a sanction as described in Part II, Section A "Sanction Initiation Process."

The client's unreasonable failure to comply with "seeking and accepting housing" requirements may result in the discontinuance of shelter for 30 days, or until the failure ceases, whichever period of time is longer.

Any noncompliance will be excused, and sanction will not be taken, when the noncompliance is due to a mental or physical impairment. This will be evaluated on a case-by-case basis. The Provider must document the impairment and make any appropriate modifications to the ILP.

### **3. Gross Misconduct**

Shelter residents and staff are entitled to a safe environment that protects their personal safety and is conducive to the provision of services, which will help the client achieve independence.

#### **a. Client Responsibility**

A client must refrain from engaging in acts that endanger the health or safety of him or herself or others in the shelter, or repeatedly and substantially interfere with the orderly operation of the shelter. Prohibited acts of dangerous conduct within a shelter include, but are not limited to:

- Violence or other conduct significantly impacting the safety of clients, staff or others;
- Possession or sales of illegal drugs, firearms, or deadly weapons;
- Destruction or theft of property;
- Reckless behavior that creates a safety hazard in the shelter or that may result in evacuation and/or injury, including, but not limited to, fire-setting and smoking in the shelter; and
- Rape or sexual assault of clients or staff.

#### **b. Provider Responsibility**

The Provider must advise the client that incidents of Gross Misconduct may result in the temporary discontinuance of the client's eligibility for shelter, and may result in notification to the NYPD. The Provider is also responsible for the following:

- Documenting in a client's case file all incidents which endangered the health or safety of the client or others in the shelter, or which repeatedly and substantially interfered with the orderly operation of the shelter;
- Completing a NYC Department of Homeless Services Incident Report; and
- Notifying the NYPD, if appropriate.

If the Shelter Director believes that the misconduct of the client warrants the discontinuance of shelter eligibility, he or she may recommend a sanction as described in Part II, Section A "Sanction Initiation Process."

In seeking a sanction, the Shelter Director may take into account previous incidents, even those that occurred at another shelter, as long as the client's current case file contains documentation of the previous infractions.

Except in extraordinary circumstances, the Provider should not consider a single instance of disruption of shelter operations that is not dangerous as Gross Misconduct. When a client repeatedly and substantially disrupts shelter operations, the Provider must at some point determine when the infractions, taken together, become grounds for discontinuance of shelter.

The discontinuance of shelter for Gross Misconduct is for 30 days, or until the failure ceases, whichever period of time is longer. The noncompliance will be excused, and discontinuance action will not be taken, when the noncompliance is due to a mental or physical impairment. This will be evaluated on a case-by-case basis. The Provider must document the impairment and make any appropriate modifications to the ILP.

## C. PHYSICAL AND MENTAL IMPAIRMENT EXCEPTION TO CLIENT RESPONSIBILITY

A client will not be sanctioned when noncompliance with Client Responsibility Requirements is due to a physical or mental impairment that prevents compliance.

A physical or mental impairment is defined as a physical or mental illness or condition that interferes with a person's ability to function, including, but not limited to dementia, mental illness, mental retardation, and substance abuse disorders.

The presence of a physical or mental impairment does not automatically exempt a client from sanction, unless the client's noncompliance is due to the physical or mental impairment. If a client, despite his or her impairment, is able, but unwilling, to comply with Client Responsibility rules, the noncompliance is not due to the impairment. In addition, an exemption from sanction, due to a physical or mental impairment in one instance, does not imply future exemptions from Client Responsibility requirements.

### 1. Client Responsibility

If a client has a physical or mental impairment that may impede his or her ability to comply with Client Responsibility rules, he or she should take the following actions to the extent feasible:

- Cooperating with the Provider in completing the assessment process, within 21 days, and notifying his or her caseworker of any relevant medical or psychiatric condition;
- Allowing a History and Physical as well as a Brief Psychiatric Assessment to be performed by on-site medical providers or submitting the equivalent (e.g., materials sent, via PRU, from a recent hospitalization or medical examination and psychiatric screening done at an Assessment facility). A letter from a qualified health or mental health care provider, confirming the medical or psychiatric diagnosis and explaining how the condition may affect the client's ability to comply with Client Responsibility rules and/or influence criteria for suitable housing will be considered sufficient for these purposes;
- Alerting his or her caseworker to any change in his or her physical or mental condition, if that change will interfere with the client's ability to comply with Client Responsibility rules or interfere with the ability to search for housing or the determination of what constitutes a suitable housing; and
- Submitting documentation, as expeditiously as possible, after refusal of an identified permanent housing option, confirming the physical or mental illness or condition and the specific reasons why the identified housing option was not suitable.

### 2. Provider Responsibility

A Provider must help a client to secure documentation regarding whether and how his or her impairment may affect the client's ability to comply with the ILP, seek and accept suitable housing, and adhere to the rules regarding Gross Misconduct. A Provider's responsibilities in this regard are the following:

- Requesting that a client sign appropriate releases of information, if necessary;
- Requesting, during the assessment process, information about prior medical and mental health treatments;
- Facilitating, upon the client's transfer to a program shelter, an on-site History and Physical as well as a Brief Psychiatric Assessment or its equivalent (e.g., materials sent, via PRU, from a recent hospitalization or medical examination and psychiatric screening done at an Assessment facility), or securing, within a reasonable time frame, a letter from the client's certified, licensed, or accredited health or mental health care provider with the medical or psychiatric diagnosis and explanation as to how the condition may affect the client's ability to comply with Client Responsibility rules and/or influence criteria for suitable housing;

- Updating the ILP by integrating a client's physical and/or mental illness or condition into it;
- Continuing to counsel the client to accept services and participate in an updated ILP; and
- Proceeding to obtain the necessary services and treatment, which may include transferring the client to another shelter program or seeking more appropriate housing or placement.

The Provider must alert a DHS Program Analyst if the client's cited condition impairs his or her ability to comply with Client Responsibility rules, and if all efforts to arrange for the client to undergo an evaluation or obtain documentation have been exhausted or if there is a question as to whether the documentation obtained accurately reflects the condition. The Program Analyst will alert the Program Administrator, who will contact the DHS Agency Medical Director or designee for appropriate assistance and may ask the Provider to consult directly with the DHS Agency Medical Director or designee. This information must be documented in the client's case file.

The Provider must assist a client whose mental or physical impairment interferes with the ability to comply with the individualized ILP by providing appropriate assistance and referrals and developing a specialized plan that will assist the client in overcoming homelessness. Exemption from a sanction must not prevent the client from obtaining permanent or other appropriate housing. Provider assistance is critical to a client's securing suitable housing.

If, at any time, the client raises any health or mental health related issues that interfere with his or her ability to comply with the Client Responsibility rules or if shelter staff has reason to believe there are health or mental health related issues, the Provider must request documentation and assist the client in submitting the documentation within ten (10) days. The Provider must work with the client to address any problems obtaining the necessary documentation to ensure that an impaired client is not erroneously deemed to be non-compliant.

The Provider will provide pamphlets and/or display informative posters which detail clients' rights and protections under the American with Disabilities Act (ADA). Providers will also inform clients of the name, address, and telephone number of the individual within the Department of Homeless Services (to be designated by the Commissioner) to whom a client may file a grievance if they feel their rights have been violated due to a mental or physical impairment. This individual will coordinate the agency's efforts to comply with the ADA.

## **PART II: DISCONTINUANCE OF TEMPORARY SHELTER**

### **A. SANCTION INITIATION PROCESS**

Proper evaluation and documentation is critical to a sanction process. A client's case file must include, but not be limited to: Client Acknowledgment of Responsibility Form (CARE), ILP and subsequent biweekly reviews, documentation of any intervening case management provided by the shelter's staff, documentation of incidents, housing assistance applications and correspondence, domestic violence information, if any, and medical or psychiatric records, from on-site and/or outside health care providers.

#### **1. Provider Responsibility**

The Provider has the primary responsibility for initiating a recommendation, at its discretion, to sanction a client it identifies as non-compliant with the Client Responsibility rules, taking into consideration the distinguishing characteristics of each client's case. The sanction process should only be initiated after the Provider has interviewed the client about the reasons for the alleged noncompliance, using the checklist contained in the Client Responsibility Sanction Recommendation Form (416B), and informed the client that a recommendation for a sanction is being made and about the consequences if a sanction is approved.



The Director of Social Services recommends a sanction to the Shelter Director, based on the facts and circumstances of the case. If, after reviewing the merits of the case, the Shelter Director decides to pursue a sanction recommendation, he or she completes the appropriate sections of the Client Responsibility Sanction Recommendation Form (416B) and submits with all appropriate documentation to the DHS Program Administrator. The Shelter Director must give a copy of the form to the client. A decision not to proceed with a sanction recommendation requires no further action on the part of the Shelter Director, other than to document the decision in the client's case file.

## **2. DHS Staff Responsibility**

As part of DHS' oversight of Providers, DHS Program Analysts may review whether Providers are requesting sanctions for appropriate cases. During a review of a case file, and after consulting with the Shelter Director and client, if necessary, a Program Analyst can recommend sanction if the Provider has not taken appropriate action. The Analyst must notify the Shelter Director immediately of a sanction initiation, using the Client Responsibility Sanction Recommendation Form (416B), and forward copies of the appropriate documentation to the DHS Program Administrator. The Provider must give the client a copy of the form. Conversely, DHS Program Analysts can request corrective actions when a Provider is seeking sanctions for inappropriate cases.

## **B. REVIEW OF SANCTION RECOMMENDATION**

At all levels of review to discontinue shelter, DHS staff will review the client's case file in order to determine whether the client's noncompliance is the result of a physical or mental impairment, whether any relevant factors were beyond the client's control, or if the Provider's conduct or failure to act renders the noncompliance not subject to the sanction.

If the client alleges that a physical or mental impairment interferes with his or her ability to comply with Client Responsibility rules, and DHS believes that the allegation is credible, the client's eligibility for shelter will continue until DHS receives the results of an evaluation from a qualified health or mental health care provider, which provides a professional opinion whether a mental or physical impairment is the cause for the client's noncompliance.

### **1. DHS Program Administrator**

A DHS Program Administrator must review the case within one (1) business day of receipt of the sanction recommendation and case file. At any point, the Program Administrator may request additional documentation from the Shelter Director, and extend the time for review up to three (3) business days from the date the requested documents were received. The Program Administrator will approve or disapprove a sanction recommendation based on the merits of the individual case.

A decision to disapprove a sanction recommendation by the Program Administrator must be documented with the reasons for the decision, on the Notice to Provider of Sanction Denial (416C), which is given to the Shelter Director. The client will be notified of his or her continued shelter eligibility with the Notice to Client of Continued Shelter Eligibility (416D), given to the Provider by the Program Administrator. A copy of each form is kept for DHS files. The client will remain in a shelter and no further action is required.

A decision to approve a sanction recommendation, based on the circumstances of the case, must be documented on the Program Administrator Sanction Recommendation Form (416E), which the Program Administrator submits with the case file to the DHS Sanction Review Committee. The Program Administrator will also notify the Shelter Director of the decision to forward the recommendation to the Committee for its review.

## 2. Sanction Review Committee

The Sanction Review Committee, which includes DHS managers and agency counsel, will make a determination to approve or disapprove the recommended sanction within three (3) business days of receiving both the Program Administrator's sanction recommendation and case file, and will notify, in writing, the DHS Program Administrator and the Shelter Director of its decision. At any point, the Committee may request additional documentation from the Shelter Director, and extend the time for review up to three (3) business days from the date the requested documents are received.

A decision to disapprove a sanction recommendation must be documented on the DHS Sanction Review Committee Form (416F). This document will be provided to the Shelter Director, who is responsible for notifying the client, using the DHS Notice to Client of Continued Shelter Eligibility (416D) signed by DHS staff, as soon as possible, but no later than two (2) business days of receipt of the decision. The client will remain in a shelter and no further action is required.

A decision to approve a sanction recommendation must be documented on DHS Sanction Review Committee Form (416F). This document will be provided to the Program Administrator and the Shelter Director who will follow the steps in Section C "Implementing the Sanction Recommendation."

All final determination forms must be placed in a client's case file.

## C. IMPLEMENTING THE SANCTION RECOMMENDATION

Upon the decision to discontinue shelter eligibility, DHS or Provider staff will personally serve the Notice to Discontinue Temporary Housing Assistance (Shelter)(DHS-10B) on the client and request the client's signature. If the client is currently residing in the shelter, he or she must be served as soon as possible, but no later than two (2) business days after receiving the decision. If the client has left the shelter, this Notice must be served as soon as possible, but no later than two (2) business days after the client returns to the shelter.

DHS or Provider staff will inform the client that he or she has the right to a pre-discharge State Fair Hearing to appeal the DHS decision to discontinue shelter. In order to remain in the shelter pending the hearing decision, the client must request the Hearing within ten (10) days of receiving the Notice. The Notice will specify that the Provider will make a fax machine at the shelter available during regular business hours for the client to make a Fair Hearing request.

If the client does not request a Fair Hearing within ten (10) days, the Provider will advise the client that he or she must leave the premises no later than 10:00 p.m. on the effective date stated on the Notice or sooner.

If the client requests a Fair Hearing within ten (10) days of receiving the Notice, he or she may remain in the shelter until a Fair Hearing decision is issued. As soon as the client informs the Provider that he or she is requesting a Fair Hearing, the Shelter Director must notify the DHS Legal Unit.

If the State overturns a sanction, the client's shelter eligibility will continue; if the State upholds a sanction, the Provider will direct the client to leave the facility by 10:00 p.m. on the day notification of the Fair Hearing decision is received.

The Provider will give the client the opportunity to collect his or her belongings before leaving the premises. If the client leaves without emptying his or her locker, staff will open it to remove and store the belongings for seven (7) days, in accordance with the Locker Assignment and Client Belongings Procedure (00-412).

The Provider accesses the Shelter Care Information Management System (SCIMS) to enter the appropriate codes, as detailed in Appendix 2 "Guidelines for Coding Discontinuance of Shelter into SCIMS."

## D. SANCTION ENFORCEMENT/READMISSION

When a sanctioned client reapplies for shelter, the Provider will check SCIMS to confirm the sanction, identify the client's Official Shelter, and determine whether the discontinuance period has elapsed.

### 1. READMISSION FOLLOWING 30-DAY SANCTION PERIOD

If a client who has been sanctioned for noncompliance returns to his or her Official Shelter after the 30-day sanction period has elapsed, the Shelter must agree to readmit the client if the client demonstrates that the behavior that caused the sanction has ceased, or if the continued noncompliance is due to a physical or mental impairment, provided the applicant is otherwise eligible.

The Shelter Director or designee will explain the Client Responsibility requirements to the client before asking him or her to sign the Notice to Client Upon Return From Sanction (Form 416G). This reasonably ensures that the client knows his or her responsibilities and is aware of the possibility of further sanction for failure to comply with the requirement that he or she violated. If a client refuses to sign the form, staff will indicate the date of refusal on the form and explain to the client that the sanction period may then continue.

If the client signs the form, the Shelter Director or designee must inform the client that he or she will be conditionally provided shelter until the Shelter Director determines whether the behavior that resulted in the sanction has ceased. This determination must be made as soon as possible, but no later than two (2) business days after the client's return to the facility.

If the Shelter Director determines that the behavior that led to the sanction has ceased, the Shelter Director records the decision to accept the individual into the shelter on the Action Taken On Your Request For Assistance To Meet An Immediate Need Or A Special Allowance (DHS/DSS-4002S) and serves the form to the client.

If the Shelter Director determines that the behavior that resulted in the sanction has not ceased, the Shelter Director must seek approval from the DHS Program Administrator to continue the individual's sanction beyond 30 days. If the Program Administrator concurs, the Shelter Director records the decision to deny the individual's request for shelter on Action Taken On Your Request For Assistance To Meet An Immediate Need Or A Special Allowance (DHS/DSS-4002S) and serves the form to the individual. The Shelter Director informs the individual that he or she has the right to a Fair Hearing to appeal DHS' action, but that such a request does not entitle the individual to the continued receipt of shelter. The Shelter Director directs the individual to leave the premises and advises that he or she may apply for shelter when the behavior that caused the sanction has ceased or a Fair Hearing finds in favor of the client.

### 2. READMISSION PRIOR TO 30-DAY SANCTION PERIOD

If a client who has been sanctioned for noncompliance returns to his or her Official Shelter before the 30-day sanction period has elapsed, the Shelter may on rare exception and pursuant to the paragraph below agree to readmit the client. The client must demonstrate that the behavior that resulted in the sanction has ceased, or that continued noncompliance is due to a physical or mental impairment. A client, who has been sanctioned for acts of violence, will not be eligible for readmittance to the shelter before the 30 day sanction period has elapsed.

The Director of Social Services or Designee will explain the Client Responsibility rules to the client before asking him or her to sign the Notice to Client Upon Return From Sanction (Form 416G). This reasonably ensures that the client knows his or her responsibilities and is aware of the possibility of further sanction for failure to comply with the requirement that he or she violated. If a client refuses to sign the form, staff will indicate the date of refusal on the form and explain to the client that the sanction period will then continue. If the client signs the form, the Shelter Director must determine whether the behavior that caused the sanction has ceased. The Shelter Director must confer with the DHS Program Administrator and secure approval of the Deputy Commissioner of Adult Services on all decisions to readmit a client before the end of the 30-day sanction period. The client may not be readmitted to the shelter without Deputy Commissioner of Adult Services approval. Once a decision has been made to readmit a client before the end of the 30-day sanction, this decision cannot be reversed.

If the client's Official Shelter does not have a bed available, the client may be transferred to a temporary shelter until a bed becomes available at the Official Shelter.

#### **E. WINTER ALERT**

The Provider will not carry out a sanction on winter alert days declared by the Department of Health or when temperature within New York City falls below 32° F. When the Winter Alert is lifted, the client must leave the shelter to begin the sanction.

The Provider will not turn away a client whose sanction period has not expired and who returns on a Winter Alert day. The Provider informs the client that he or she must leave the shelter when the Winter Alert ends. The time spent in the shelter during the winter alert does not reduce the sanction period.

If, during Winter Alert, the client's Official Shelter does not have a bed available, the client may be transferred to a temporary shelter until a bed becomes available at the Official Shelter.

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SHELTER NAME: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

FAMILY COMPOSITION: # ADULTS \_\_\_\_\_ # CHILDREN \_\_\_\_\_

LAST NAME (HEAD OF HOUSEHOLD)	FIRST NAME	MI
SOCIAL SECURITY NUMBER	DATE OF BIRTH	CASE #

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## STATEMENT OF CLIENT RIGHTS AND CLIENT CODE OF CONDUCT

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The **Statement of Client Rights and Client Code of Conduct** sets out the standards for staying in short-term temporary housing assistance (“shelter”). Since shelter is not a home, but rather a stepping stone to permanent housing and rejoining the community, there are certain expectations for you while in shelter. These standards ensure shelters are safe for everyone and that we work together to help you move as quickly as possible from emergency housing to a home.

**While in shelter, your rights include:**

1. The right to exercise your civil rights and religious freedoms;
2. The right to have your personal, financial, social and medical information kept confidential by DHS and shelter staff;
3. The right to meet and have written communications with your legal representatives in private;
4. The right to receive courteous, fair and respectful treatment;
5. The right to remain in the facility, and not be involuntarily transferred or discharged except in accordance with State regulations and the DHS procedures implementing those regulations;
6. The right to present grievances on behalf of yourself and other residents to your shelter or DHS without fear of retaliation and to receive a timely response;
7. The right to manage your own finances;
8. The right to receive visitors in common areas of the facility Monday through Friday between 6 pm and 9 pm and on Saturday and Sunday between 12 pm and 4 pm;
9. The right to leave and return to the facility in accordance with the 10 pm curfew;
10. The right to send and receive mail without interference or interception;
11. The right to be free from physical restraint or confinement; and
12. The right to end your shelter stay at any time.

**Single acts of the following misconduct may lead to the loss of shelter:**

1. You are forbidden to bring weapons and any illegal substances into the shelter.
2. Violence, threatened violence, or other illegal conduct is not permitted and will be reported to law enforcement authorities.

3. Acts that endanger the health and safety of yourself or others or which substantially interfere with the orderly operation of the facility will not be tolerated.

**Single violations of the following may lead to the loss of shelter:**

4. Since shelter is temporary housing, you must look for permanent housing and accept any suitable housing that is found.
5. You must cooperate with and complete an assessment conducted by DHS or shelter staff.
6. You must cooperate in developing an independent living plan (ILP) together with facility staff.

**Multiple violations of the following conduct standards may lead to the loss of shelter. However, in some cases, a single violation of a serious nature may also lead to the loss of shelter:**

7. You must cooperate in carrying out and completing your ILP with facility staff to achieve permanent housing. You must agree to and meet with shelter staff at least once every other week to discuss your progress in complying with the ILP.
8. You are required to keep your unit and the common areas of your temporary shelter clean and orderly. Shelter staff may conduct unannounced health and safety inspections of your unit on a weekly or more frequent basis. You must provide access to shelter staff for these inspections.
9. Each family member is limited to bringing two bags of personal belongings into the shelter.
10. You may not bring in and use: hot plates, space heaters; air conditioners, furniture; televisions larger than 19 inches; cable TV service; or animals (unless you have a disability and require the use of a service animal).
11. You are not permitted to smoke or possess/consume alcoholic beverages in the shelter.
12. Excessive noise and disrespectful behavior towards fellow residents/shelter staff will not be tolerated.
13. All residents must be properly dressed while on the grounds of the residence. You may not appear outside your unit undressed or partially dressed.
14. When directed, you are required to leave your unit/the building during fire drills, evacuations, and other safety exercises.
15. You are responsible for supervising your children at all times, including in all common areas. You may not leave shelter without your children unless arrangements have been made for another adult to supervise the children and these arrangements have been approved by shelter staff.
16. Children under two years of age must sleep in cribs, in accordance with the "Safe Sleeping" guidelines that have been provided to you either in written or video form.
17. School-aged children are required to attend school.
18. With the help of your caseworker, you are expected to take part in activities that will help get you to a permanent home, such as working (or looking for work), looking for housing, or working with HRA. This may require you to be outside of your unit during the day. If you remain in your unit without a valid reason, shelter staff will direct you to some activities, either in the shelter or elsewhere.
19. Shelter staff has the right to check your room every day.
20. Overnight stays outside of the shelter are not permitted unless pre-approved by shelter staff.
21. You must leave your unit keys with shelter security staff when leaving the facility and you must sign in and out with your children when entering and exiting the shelter.

22. All shelters have a curfew of 10 pm and children must be in their units with a responsible adult by 9 pm, except in the case of a documented emergency or if you have an approved late pass.
23. Visitors are not allowed in units. Visitors are only permitted in common areas Monday through Friday between 6 pm and 9 pm and on Saturday and Sunday between 12 pm and 4 pm.
24. You may not change the locks on your unit or add additional locks.
25. If you have been placed in a shelter with on-site recreation, day care, or a cafeteria, you must abide by the rules established by the facility for using these services.
26. You must notify shelter staff whenever you or anyone in your family becomes ill.

**Compliance with Public Assistance and Client Contribution is a Requirement for Staying in Shelter:**

27. You are required to apply for and, if eligible, keep open a Public Assistance (PA) case with HRA.
28. You must cooperate to determine available resources, and apply for and use any benefits and resources that will reduce or eliminate the need for shelter.
29. If you have income, you are required to pay towards the cost of your stay in temporary shelter. If you have an open PA case, HRA will determine the amount, if any, that you must contribute towards the cost of your shelter.
30. If you have income and you are not eligible for PA, you must contribute 30% of your family's gross income towards the cost of your shelter.

*My family is seeking shelter from the Department of Homeless Services. I have reviewed and have had the above "Statement of Client Rights and Client Code of Conduct" explained to me and I understand it. These rights and responsibilities will help my family achieve independence and find a permanent place to live. I understand that my family has the right to file a grievance with the shelter operator and/or DHS without fear of getting in trouble.*

***IF MY FAMILY DOES NOT FOLLOW THE CLIENT CODE OF CONDUCT:***

- 1. I or my family may have to leave the shelter and have our shelter/temporary housing assistance discontinued if we do not follow the Client Code of Conduct, even if we refuse to sign this document.*
- 2. My family will not have its shelter/temporary housing assistance discontinued if we cannot obey the Client Code of Conduct due to an appropriately documented physical or mental impairment.*
- 3. My family has a right to challenge a decision to discontinue shelter/temporary housing assistance by requesting a New York State Fair Hearing and/or an agency conference with DHS.*

Print Name	Signature	Date
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Print Name	Signature	Date
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Print Name	Signature	Date
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**STAFF:** *I have explained this form to the client.*                      [    ] Client refused to sign.

Print Name/Title	Signature	Date
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# Office of Temporary and Disability Assistance

ANDREW M. CUOMO  
Governor

SAMUEL D. ROBERTS  
Commissioner

BARBARA C. GUINN  
Executive Deputy Commissioner

## Administrative Directive

### Section 1

<b>Transmittal:</b>	17-ADM-04
<b>To:</b>	Social Services District Commissioners
<b>Issuing Division/Office:</b>	Shelter Oversight and Compliance
<b>Date:</b>	July 5, 2017
<b>Subject:</b>	Emergency Shelter Operating Budgets and Per Diem Rate Submissions
<b>Suggested Distribution:</b>	Temporary Assistance Directors and Staff Housing/Homeless Services Directors
<b>Contact Person(s):</b>	Division of Shelter Oversight and Compliance: (518) 486-4040 otda.sm.css.bss@otda.ny.gov
<b>Attachments:</b>	<a href="#">Attachment 1: Budget Summary Form Template</a> <a href="#">Attachment 2: Fiscal Profile – Budget Instructions</a> <a href="#">Attachment 3: Commercial Hotel / Motel Rate Template</a>
<b>Attachment Available Online:</b>	<input type="checkbox"/>

### Filing References

Previous ADMs/INFs	Releases Cancelled	Dept. Regs.	Soc. Serv. Law & Other Legal Ref.	Manual Ref.	Misc. Ref.
		352.8(b)(1)			

### Section 2

#### I. Summary

This Administrative Directive (ADM) is to inform social services districts (districts) of the required submission of operating budgets and associated per diem rates for all emergency shelters and the submission of payment rates for hotels and motels that provide emergency shelter.

#### II. Purpose

In order to effectively evaluate per diem rates, OTDA will require any district that reimburses a provider for emergency shelters to submit an operating budget, including a per diem rate, for all such shelters. For hotels and motels that districts utilize to provide emergency shelter, districts must submit the rate paid to the hotel/motel, as well as the corresponding commercial rate for the same facility. This ADM includes the necessary forms to complete these required submissions.

### III. Background

A recent amendment to 18 NYCRR Section 352.8(b)(1) authorizes OTDA to review and approve rates set by social services districts for emergency shelters, including hotel/motel facilities. The amendment to Section 352.8(b)(1), published June 22, 2016, further authorizes OTDA to establish a timetable for this review and approval.

### IV. Program Implications

Certified Tier II shelters within New York City currently submit operating budgets and per diem rates annually to OTDA for review and approval and will experience no change with these new requirements. Similarly, certified Tier II shelters outside of New York City currently submit revised budgets when a new rate is requested; these shelters will now submit operating budgets annually, regardless of any budgetary or rate change. Submission and review of operating budgets for all other emergency shelters has not been previously required.

### V. Required Action

Districts must submit operating budgets with corresponding per diem rates for all emergency shelters utilizing the attached Budget Summary Form, within the time frames outlined in the schedule below. For hotels and motels that are utilized for temporary emergency shelter, districts must provide the negotiated contracted rate, as well as the corresponding commercial rate for the same facility on the attached Commercial Hotel / Motel Rate Template.

The operating budget must be presented in sufficient detail to enable OTDA to identify costs that are not subject to federal financial participation and structured to ensure that the costs of resident services that may be paid from other funding sources, including medical assistance (MA), are not included in the proposed per diem rate.

In order to facilitate completion and review, OTDA is providing the attached Budget Summary Form template and associated guidance, entitled *Fiscal Profile and Budgeting Instructions*. Operating budgets must be submitted on these forms and in the manner prescribed by OTDA, to the Division of Shelter Oversight and Compliance (DSOC) at the email address above. DSOC staff will review each submission and work with the district to ensure that all required documents have been included. In addition, the review will assess operating costs to verify that all expenditures are reasonable and necessary. Should OTDA determine that an expenditure is not reasonable or necessary, the DSOC reviewer will work with the district to revise or delete such costs.

New York City will submit shelter operating budgets and hotel/motel rates for City Fiscal Year ("CFY") 2017 immediately, but no later than September 1, 2017 and, for CFY 2018 and all subsequent years, in accordance with the following dates within that CFY:

Shelter Type	Due Date
Certified Tier II Family Shelters	January 1 <sup>st</sup>
Non-certified Family Shelters and all Adult Single Shelters (certified and non-certified)	September 1 <sup>st</sup>
All Adult Family Shelters (certified and non-certified)	November 1 <sup>st</sup>
Non-certified Cluster sites and Hotel/Motel rates	January 1 <sup>st</sup>

For shelters outside of New York City, all budgets and hotel/motel rates for Calendar Year (CY) 2017, regardless of shelter type, must be submitted by August 1, 2017, and for CY 2018 and all subsequent years by January 1 of that CY.

## **VI. Systems Implications**

None.

## **VII. Effective Date**

This ADM is effective immediately.

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### **Issued By**

**Name:** Barbara C. Guinn

**Title:** Executive Deputy Commissioner

BUDGET SUMMARY FORM

Agency/Provider		Contract No.	
Program/Facility		Fiscal Year	
Term of Contract		Date	
Agency Representative		Title	
Agency Telephone		Agency E-mail	
Federal EIN		Vendor ID #	

I	PERSONNEL SERVICES (PS)		ORIGINAL BUDGET	FTE'S
	Administration		\$0	0.00
	Social Work		\$0	0.00
	Child Care (Tier IIs only)		\$0	0.00
	Recreation		\$0	0.00
	Case Management		\$0	0.00
	Security		\$0	0.00
	Maintenance		\$0	0.00
	MVO		\$0	0.00
	Kitchen		\$0	0.00
	TOTAL PERSONNEL SERVICES		\$0	0.0
II	FRINGE BENEFITS	#DIV/0!	\$0	
III	TOTAL PS		\$0	
IV	OTHER THAN PERSONNEL SERVICE			
	Office Equipment		\$0	
	Client Supplies/Furniture		\$0	
	Client Transportation		\$0	
	Utilities		\$0	
	Office Expenses		\$0	
	Professional Costs		\$0	
	Maintenance/Repair		\$0	
	Mechanical System Contracts		\$0	
	Food		\$0	
	Contracted Security		\$0	
	Vehicle Expenses		\$0	
	TOTAL OTPS		\$0	
V	TOTAL PS & OTPS ( III + IV )		\$0	
VI	ADMINISTRATIVE OVERHEAD	FY #DIV/0!	\$0	
VII	RENT		\$0	
VIII	TOTAL (without Debt Service) ( V + VI + VII )		\$0	
IX	START UP		\$0	
X	DEBT SERVICE AMORTIZATION		\$0	
XI	AMENDMENTS (I.E., DEPRECIATION, NEW NEED, ETC.)		\$0	
XII	GROSS AMOUNT ( VIII + IX + X + XI )		\$0	
XIII	REVENUE		\$0	
XIV	FUNDING ( XII - XIII )		\$0	

LDSS Program Representative	Date
LDSS Budget Representative	Date
Provider	Date

## **FISCAL PROFILE AND BUDGETING INSTRUCTIONS**

### **A. Preparation of Proposed Budget Information for Overall Agency Operations**

These instructions provide social service districts (districts) with the required accounting procedures, definitions of expenditure categories, reporting guidelines for personnel services (PS), other than personnel services (OTPS), and required fiscal reporting forms for homeless shelter budgets. The information contained herein will assist you in completing the required fiscal forms that will be used to propose/adjust a program/facility negotiated rate.

At this time, all non-certified emergency shelters and certified Adult emergency shelters in operation for an entire fiscal year outside of New York City must report their anticipated expenditures for Calendar Year (CY) 2017 only, which is the local districts' fiscal period. Certified Tier II shelters outside of NYC must report program/facility expenditures for CY 2017, as well as the previous year's approved budgetary amounts and associated changes.

For certified Tier II shelters in New York City, DHS must report program/facility expenditures on the July to June 2017 City Fiscal Year (CFY), as well as the previous CFY's approved budgetary amounts and associated changes. All other emergency shelters in NYC only need to report CFY 2017 budgeted expenditures at this time.

For CY and CFY 2018 and all subsequent years, all shelters will report the prior year's budgeted amounts and reflect associated changes, including justifications as necessary.

### **B. General Accounting Procedures**

1. The Modified Accrual Basis for Accounting is required.
2. Once the accounting methodology for the allocation of indirect expenditures has been established, any changes by programs/facilities will require prior approval by OTDA.
3. Replacement and acquisition of plant, furnishings, equipment, and vehicles should be distinguished as minor or major items. Minor items, which may be expensed, are defined as items costing less than \$1,500, and should be reported in the appropriate OTPS category on the Line Item Budget Form-A. Items costing \$1,500 or more are to be capitalized, with the resultant depreciation expense reported on the Depreciation Report and the corresponding line of the Line Item Budget Form-A.
4. The straight-line method of calculating use charges (depreciation) on owned plant, furnishings, equipment and vehicles is generally required. In the absence of clear evidence indicating that the expected consumption of the asset will be significantly greater in the early portions than in the later portions of its useful life, the straight-line method of depreciation must be used.
5. Income and expense amounts are to be reported in even dollar amounts. All amounts of 50 cents or more are to be rounded up to the nearest dollar. All amounts under 50 cents are to be rounded down to the nearest dollar.
6. In conformance with the State's full financial disclosure practice, each emergency shelter is required to report all allowable operating expenditures and revenue even if the other

programs are not related to the facility shelter program, with certain exceptions. However, grant funded expenditures (private or public) cannot be included in the shelter per diem cost, and must be reported on the Revenue form.

7. Leasehold improvements are to be amortized over the life of the lease or the life of the improvements, whichever is shorter. Renewal options are to be included as the life of the lease when amortizing leasehold improvements. The amortization schedule will be based on the life of the original lease plus the option period, or the life of the improvement, whichever is shorter. Leasehold improvements must be amortized over a period of at least 60 months.

### **C. Expenditure Categories and Procedures**

- **Budget Summary Form** – Lines 6-10 should be completed, providing the following information:
  - Agency/Provider – The legal name of the entity providing shelter services;
  - Contract No. – Identifying number provided by district, as applicable;
  - Program/Facility – The name of the specific shelter to which the budget applies;
  - Fiscal Year – Generally January 1 to December 31, except in NYC;
  - Term of Contract – The multi-year term of the contract between the agency/provider and district;
  - Agency Representative – The Chief Executive or Fiscal Officer who is responsible for, and knowledgeable of the facility's fiscal matters, including telephone and e-mail contact information;
  - Federal EIN – The Federal tax identification number of the entity providing shelter services.
  - Vendor ID # – Benefits Issuance and Control System (BICS) generated identification number. BICS Vendor ID is not required in NYC.

All other information on the Budget Summary form will automatically pre-populate from entries on the Line Item Budget Form-A.

Dated signatures from the districts' Program and Budget representatives, as well as the Agency Representative, are required.

- **Line Item Budget Form-A**

The following describes the specific categories in which budgeted costs should be grouped for reporting purposes. All gross expenditures shall be reported by program. Only allowable items of expenditure should be included in the budget. Non-allowable expenditures are listed at the end of these instructions.

If an agency operates more than one shelter program, each program must report a separate Line Item Budget Form-A, which must then be aggregated into a summary form. Agencies may only submit consolidated budgets for shelters of the same type. Districts and agencies should seek clarification from OTDA for further assistance as necessary.

Projected costs will be evaluated by OTDA based upon facility size and similar programs in comparable geographic areas, as well as increases over prior year budgets.

The categories of expenditures are as follows:

### **Page 1 - PERSONNEL SERVICE (PS)**

**Column A: Position Title** – List the associated title of all budgeted positions within the specific category.

**Columns B and E: FTE's** – The total number of full time equivalents (FTEs), per position. For example: 40 hours per week per person = 1.0 FTE.

**Columns C and F: Salary** – Total salary paid for one FTE in each position.

**Columns D and G: Total** – Automatically calculates the total PS cost by line, by multiplying the number of FTE's by Annual Salary.

**Column J: Justification** – Justification must be included on separate report for any item that changes by 10% or \$10,000 more or less than the previous fiscal year's budget submission.

**\*\*Data for FY 2016 and associated justifications are only required for certified Tier II Shelters at this time. For CY and CFY 2018 and subsequently, all shelters will provide the prior year values and justification for variances as necessary.**

**1. Administration** – Include in this category personnel costs associated with the administration and management of the program/facility. Work performed in this category includes, but need not be limited to: total administration of the facility; management of personnel; background checks and fingerprinting; data processing; reception and secretarial; accounting and bookkeeping, and supervision of this functional category. Allowable administrative costs are a maximum of 15% of total allowable program/facility costs, excluding rent and debt service payments.

**2. Social Work** – Include in this category personnel costs associated with the preliminary needs determinations and assessments of families/individuals; development of treatment goals and objectives; and provision of counseling. Costs for the provision of medical services which either can be provided only by, or under the direct supervision of, a medical professional or are reimbursable under Medicaid, are not permitted and should not be included.

**3 & 4. Child Care and Recreation** – Include in these categories personnel costs associated with the supervision of the activities of children in care and recreational needs of families. Costs to operate a NYS licensed day care program are not to be included. The regulations for family shelters allow for a suitable adult resident to be counted as staff for the purpose of supervised child care ratios. These staffing patterns, including the adult residents are mandated. However, the guidelines for reimbursement will provide agencies with funds only for the child care workers in relation to the number of children listed on the chart that follows. Include in these categories all persons whose primary function is to provide child care and recreational needs of children and families.

Allowable staffing patterns, including adult resident staff, for child care activities:

Infant (0-2 years)

Facilities are expected to employ, and will be eligible for reimbursement of, 1 child care worker for every 4 children in this age group.

Pre-School (3-5 Years)

Facilities are expected to employ, and will be eligible for reimbursement of, 1 child care worker for every 8 children in this age group.

School Age (6-16 years)

Facilities are expected to employ, and will be eligible for reimbursement of, 1 recreation worker for every 15-20 children in this age group.

The allowable supervisor ratio is 1 to every 8 reimbursable employees.

**5. Case Management** – Include in this category personnel costs associated with the daily care of the residents and assistance in accessing services and obtaining permanent housing, including staff whose primary function is to provide direct care and supervision of the families/individuals in the facility; assist families/individuals in applying for and obtaining income entitlements, public benefit programs, mental health and social services, and job training; and finding and obtaining permanent housing.

**6. Security** – Include in this category all staff whose primary function is to provide security for families/individuals, 24 hours/7 days a week. Work performed in this area includes, but need not be limited to, family monitors and attendants.

**7. Maintenance** – Include in this category all staff whose primary function is the maintenance and repair of the buildings and grounds. Work performed in this area includes, but need not be limited to: building maintenance, housekeeping, cleaning, painting, and porter duties.

**8. Motor Vehicle Operator (MVO)** – Include in this category all staff whose primary function is to provide transportation for clients.

**9. Kitchen** – Include in this category all staff whose primary function is to provide food for clients. Work performed in this area includes, but need not be limited to cooks and other kitchen assistants.

**10. Fringe Benefits** – Should include the following:

- a. Social Security – Include employer portion of FICA taxes;
- b. Insurances – Include employer cost of health, disability and dental insurance, as applicable;
- c. Pension and retirement – Include employer costs of employee retirement benefit plans; and
- d. Workers' Compensation, Unemployment Insurance, NYS Disability.

Fringe Benefits as a percent of PS subtotal will be automatically calculated.

**Page 2 – OTHER THAN PERSONNEL SERVICE (OTPS)**

**Column A: OTPS Expense:** Potential OTPS expenses are pre-populated for each category. If necessary, additional expense lines may be inserted into a category, subject to review by OTDA.

**Columns D and E: Budget:** Include the total budgeted amount for each OTPS line, by fiscal year.

**Column H – Justification:** Justification shall be included on separate report if any item changes by 10% or \$10,000 more or less than previous fiscal year's budget submission.



**\*\*Data for FY 2016 and associated justifications are only required for certified Tier II Shelters at this time. For CY and CFY 2018 and subsequently, all shelters will provide the prior year values, and justification for variances as necessary.**

**Office Equipment** – Include in this category the acquisition cost, freight, delivery and installation charge of minor equipment. Minor equipment is defined as equipment costing less than \$1,500. Individual items costing \$1,500 or more are to be capitalized, with the resultant depreciation expense reported on the Depreciation Report and the corresponding line of the Line Item Budget Form-A. This category is restricted to items that are necessary for the operation of the facility.

**Client Supplies/Furniture** – Include in this category the consumable supplies, including freight and delivery charges, for blankets, sheets, bedding, household and kitchen items, beds, dressers, and similar items costing less than \$1,500. Items costing \$1,500 or more are to be capitalized, with the resultant depreciation expense reported on the Depreciation Report and the corresponding line of the Line Item Budget Form-A.

**Client Transportation** – Include in this category all costs incurred by client while engaged in facility business in connection with training or housing/employment search, including car fare, taxi fare, gasoline, tolls and parking charges.

**Utilities** – Include in this category the cost of telephone, electricity, oil/gas and water/sewer, provided these costs are not included in costs reported for rent.

**Office Expenses** – Include in this category the cost of consumable office supplies, computer supplies and software for preparation of payroll. Other administrative cost such as insurance, recruitment, staff training and transportation are allowable. Details on insurance must be included on the Insurance Attestation Form.

**Professional Services** – Include in this category the cost of establishing and maintaining accounting and other information systems required for the management of the shelter program, as well as the cost of independent accountants required for certified audits, attorneys, and computer consultants. Detailed information on any consulting services must be reported on the Consultant Project Information Report.

**Maintenance/Repair** – Include in this category costs incurred for necessary maintenance, repair, or upkeep of property, offices, and stationary or movable equipment, which keeps the property and equipment in an efficient operating condition. These costs are allowable to the extent that they are not otherwise included in rental or other charges for space. Please note that costs for maintenance and repairs must not include any capital costs which add to the permanent value of the property or appreciably prolong the property's intended life.

**Mechanical System Contracts** – Include in this category costs incurred for services rendered by independent contractors, including payments for contracted boiler and generator system maintenance, fire detection, elevator maintenance and repair, and extermination contracts. Detailed information on any independent contractor services must be reported on the Consultant Project Information Report.

**Food** – Include in this category payments for the cost of food purchased for use and consumption by clients, including infant formula and delivery of food purchases.

**Contracted Security** – Include in this category costs incurred for services rendered by independent contractors for the reasonable security needs of clients, staff and physical plant, including security cameras. Detailed information on any independent contractor services must be reported on the Consultant Project Information Report.

**Vehicle Expenses** – Include in this category all costs incurred while engaged in facility business in connection with the care of families/individuals, including payments for vehicle rental/lease, insurance, gasoline and vehicle maintenance and repair. Details on insurance must be included on the Insurance Attestation Form.

**TOTAL PS & OTPS** will be calculated automatically

**Administrative Overhead** – Include in this category charges to the program/facility receiving supportive services from sponsoring provider if applicable (administrative services, finance, human resources, technical consultants, etc.). Costs must be identified separately on the Administrative Overhead report and may not be paid for by other funding sources. The maximum allowable percentage is 10% of the Total PS & OTPS, and the amounts and/or allowable percentage of expenditures may be further limited by the district and/or OTDA.

**Rent** – Rental costs for property are allowable if the costs are reasonable when compared to similar facilities of like type, life expectancy, condition, and value in the area.

**Total Operating Budget** will be calculated automatically.

Non-allowable expenditures that should **NOT** be included in PS or OTPS are listed below:

1. **Capital Construction Costs:** Improvements to capital assets that materially increase the assets' value or useful life. Examples of such improvements include activities that go beyond the arresting of deterioration or maintenance of capital assets (e.g., adding a new wing to a shelter; replacing a conventional roof with a slate roof, etc.).
2. **Child Care:** If an agency is operating or proposes to operate a NYS licensed day care program, do not include any of these child care expenses in the shelter program cost center.
3. **Contributions and Donations:** Political and charitable contributions and/or other donations.
4. **Entertainment Costs:** Entertainment costs, including lunches, dinners and staff parties.
5. **Fines and Penalties:** Costs resulting from violations of, or failure by the program/facility to comply with, federal, state, and/or local laws and regulations.
6. **Fund Raising Costs:** Costs of organized fund raising, including financial campaigns, endowment drives, or solicitation of gifts and bequests, done to raise capital or obtain contributions.

7. **Goodwill:** Goodwill or the stated value of a business in excess of its book value.
8. **Investment Management:** Costs of investment counsel and staff, and similar expenses incurred solely to enhance income from investments.
9. **Personal Costs:** All personal expenses, including but not limited to personal travel expenses, laundry charges, beverage charges, gift certificates to staff and vendors, flowers or parties for departing staff, holiday parties, repairs on a personal vehicle, rental expenses for personal apartments.
10. **Profits and Losses on Investments:** Profits or losses on the sale or exchange of investments will not be considered either an offset to expenses or an allowable cost.

**Start-Up Costs** – Start-up costs incurred by a new program/facility prior to its operational starting date, may be reimbursable, but only upon prior approval of OTDA. For purposes of the Shelter program, the operational starting date will be calculated as 45 days from the date the operational plan is submitted to OTDA. Since certain staff members are required to be employed prior to the opening of the agency, their salaries and certain OTPS costs will be allowed 90 days prior to the shelter's operational starting date. Since these costs are related to shelter services that are to be rendered after the agency is in operation, they must be capitalized as deferred charges and amortized over a 60-month period. This requirement to defer these charges shall not apply to single adult shelters in New York City.

Start-up costs include, but need not be limited to: salaries, utilities, insurance, rent, employee training, repairs and maintenance, loan servicing fees and interest payments and any other allowable costs incident to the start-up period. However, any costs that are properly identifiable as construction or major renovation costs are capitalized and must be excluded from start-up costs.

Limitations on allowable start-up costs are as follows:

Administrative salaries – 90 days prior to operational starting date;  
Utilities - 90 days prior to operational starting date;  
Rent - 90 days prior to operational starting date;  
Building Security - 90 days prior to operational starting date; and  
All other Salaried Positions – 30 days prior to operational starting date.

### **OTHER REQUIRED REPORTS**

The following reports must be completed when applicable, with the corresponding total entered onto the relevant line on Line Item Budget Form A:

1. **Justification** – A detailed explanation is required for every budget line item that increases or decreases by more than 10% or \$10,000 from the previous fiscal year's budget submission. Any changes in staffing from the current Operations Plan must be documented.
2. **Consultant Project Information** – Consultant contact and project information is required for every consultant contract where reimbursement is sought for within the Mechanical Systems, Contracted Security and Professional Services categories.

3. **Administrative Overhead** – Facility charges from sponsoring provider, if applicable (administrative services, finance, human resources, technical consultants, etc.).
4. **Debt Service Amortization** – Debt Service on refinanced facility capital costs that have been specifically pre-approved by OTDA may be permitted.
5. **Depreciation** – All replacement and acquisition of equipment, furnishings, vehicles and property individually costing more than \$1,500 must be capitalized, with the resultant depreciation expense reported on the Depreciation Report and the corresponding line of Line Item Budget Form-A.

The straight-line method of calculating use charges (depreciation) on owned plant, furnishing, equipment and vehicles is generally required. In the absence of clear evidence indicating that the expected consumption of the asset will be significantly greater in the early portions than in the later portions of its useful life, the straight-line method of depreciation must be used.

A use charge (depreciation expense) relating to the use of currently owned plant, leasehold improvement, equipment, furniture and vehicle is an allowable expense in the computation of a reimbursement rate. The basis for such charges shall be actual (historical) cost. In the event that the historical cost of the facility cannot be adequately determined, an appraisal value shall be the basis for the depreciation. Such appraisal shall be conducted by an appraiser approved by OTDA and pursuant to a method approved by OTDA. The straight-line method of computing depreciation on owned plant, equipment, furnishings and vehicles will be required. Allowable useful lives for capital items are as follows:

Plant/Renovation – 25 years  
Equipment/Furnishings – 5 to 15 years  
Vehicles – 3 to 5 years  
Leasehold Improvement 5 to 15 years, or the duration of the lease agreement

6. **New Needs Request** – Facilities may experience a change in operations from the previous year that necessitates increased staffing or new OTPS expenses. Such change may be in response to identified regulatory deficiencies or be necessary for unique services for a specific population. Generally, such program modifications should include a dedicated funding source. All such requests should include a detailed description, justification and funding source.
7. **Revenue** – All revenue received by the Agency/Provider that is not paid based upon the established shelter per diem rate and care days must be detailed. Where such revenue is based upon a specified rate, details must be provided on the rate and number of units (e.g. medical visits, trips, care days, etc.). This amount will be deducted from the Gross expenditures that it used to determine the Shelter per diem rate.
8. **Insurance Attestation** – Identifying details on all non-personnel related insurance costs charged to the shelter must be provided, including relevant address or other identifying information for insured items. This form must be signed by the relevant Agency Representative.

**TOTAL FUNDING / PER DIEM** – Total Funding is automatically calculated as Gross Costs (Operating expenses plus additional costs) net of revenue. Providers must enter their approved occupancy rate in Column B. The Per Diem rate is calculated based upon shelter capacity, automatically applying the applicable occupancy rate, with services provided 365 days a year.



Hotel / Motel Rate Submission	
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Vendor ID (BICS)#:

Hotel/Motel	Street Address	City	Zip Code	Federal EIN	BICS Vendor ID#	Contracted Daily Shelter Rate	Standard Commercial Daily Rate	Term of Contract	Notes:
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[illegible]

Date \_\_\_\_\_



DEPARTMENT OF HOMELESS SERVICES

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# **MAINTENANCE POLICY**

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DHS-PB-2018-010 06/29/2018

## TABLE OF CONTENTS

<a href="#"><u>Overview</u></a> .....	1
<a href="#"><u>SECTION I: Operation and Maintenance</u></a>	
1. Operation and Maintenance .....	2
2. Staffing .....	2
3. Property Management Plan.....	3
4. Maintenance and Repair Obligations .....	4
<a href="#"><u>SECTION II: Inspections and Violations</u></a>	
1. Violations .....	5
2. Inspections .....	6
3. Lead Paint Remediation .....	7
4. New Need Requests .....	7
5. Construction Requests .....	8
6. Subcontracts .....	8
7. Withholding and Chargeback .....	9
8. Certificate of Occupancy .....	10
9. Liquidated Damages.....	10
<a href="#"><u>SECTION III: Budgets and Contracts</u></a>	
1. Reallocation of Budget Maintenance or Capital Repairs ...	11
2. Human services Providers Fiscal Manual.....	11
Appendix A – DHS Inspection Policy 15-210	
Appendix B – MRCC RSRI Inspection Flowchart	
Appendix C – Human Resources Fiscal Manual – New Needs	
Appendix D – Lead Paint Guidelines	
Appendix E – Violations at DHS City & Privately owned shelters	
Appendix F– Other Useful Building Guidelines	
Appendix G - Shelter Compliance Procedure	



### **Overview**

The purpose of this maintenance policy is to inform providers of DHS' expectations for the proper facility maintenance of DHS-funded facilities. The policy outlines the roles and responsibilities of the provider and DHS as they relate to maintenance, repair and construction. Focusing on the safety of the clients and staff, daily maintenance and repair will be necessary and is the primary responsibility of the provider. For larger repairs and construction related items, DHS will work with the provider on the most effective method to complete the repair. Our goal is to work collaboratively to ensure that each facility is in the best condition to provide a safe and healthy environment.

**SECTION I: Operation and Maintenance****1. OPERATION AND MAINTENANCE:**

The provider must adhere to the following maintenance provisions for all housing contracts with the Department of Homeless Services (DHS).

The provider must ensure that each location containing designated shelter units, which may be in one entire building, in multiple buildings, or in a portion of a facility, is in compliance with all applicable laws, codes and regulations governing environmental standards at locations used as shelter, including but not limited to, DHS policies and procedures and the New York State Office of Temporary and Disability Assistance's (OTDA) regulations, including, but not limited to, Part 491 and Part 900 of Title 18 of the New York Codes, Rules and Regulations.<sup>1</sup>

- An appropriate unit must be provided to each client household referred to each facility. The provider must supply minimum furnishings for each Unit in accordance with § 900.12 of the Part 900 Regulations for families and §491.10 of the Part 491 Regulations for singles. Minimum furnishings include one (1) bed per person, cribs (as necessary), lamps, bureau, locker or similar secured container, table and chairs.
- Staff must conduct health and safety inspections of all family units on a bi-weekly basis. Staff shall conduct weekly inspections of the units of families with newborns and/ or open Administration for Children's Services (ACS) cases. Staff must maintain documentation indicating their compliance with this requirement, including findings and corrective action taken, subject to inspection by DHS.

**2. STAFFING:**

The provider must operate and maintain each facility in accordance with all applicable provisions set forth here, DHS policies, Part 491 and Part 900 of Title 18 of the New York Codes, Rules and Regulations, and all other applicable Laws.

**Hiring of Superintendent/Maintenance Staff:**

The provider must hire a qualified superintendent and maintenance staff for each facility who have a satisfactory knowledge of building maintenance and meet DHS's experience requirements.

**Superintendent:**

- The superintendent hired by the provider must have five (5) years of experience working at buildings of similar size to the facilities. In certain circumstances, a superintendent may oversee more than one (1) building, subject to DHS approval.
- Applicants' and/or subcontractor credentials shall be presented to the DHS for

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<sup>1</sup> <https://otda.ny.gov/programs/shelter/documents/PART-900.pdf>  
<http://otda.ny.gov/programs/shelter/documents/NYCRR-491.pdf>

review. This includes, but is not limited to, boilers, electrical, plumbing, and fire suppression systems.

- DHS will notify the provider if the proposed candidates for superintendent are acceptable within two (2) weeks of the submission. In the event DHS does not notify the provider within this two (2) week period that the proposed employee is not acceptable, the employee is considered approved by DHS.

### **General Maintenance Staff:**

- Each individual hired by the provider as part of its maintenance staff must possess a general knowledge of building repair and maintenance, including, but not limited to, maintenance and repair of building systems (e.g. plumbing, electric, HVAC, and fire safety) and the maintenance and repair of interior building components (e.g. carpentry, masonry, and tile repair). DHS reserves the right to approve the Providers employees that are engaged in the maintenance of the Facility.
- The provider must ensure that all building maintenance staff (including the superintendent), maintain all applicable licenses and certificates.<sup>2</sup> The provider must retain copies of all licenses and certificates for superintendent and maintenance staff and make these records available for DHS to review.

### **3. PROPERTY MANAGEMENT PLAN:**

The provider must submit a draft property management plan to DHS within 30 days after registration of its contract with DHS. The plan must outline the provider's strategy for handling routine maintenance and emergency repairs, set forth a schedule for inspections and preventive maintenance, and describe how the provider will meet its responsibilities and obligations described in this section.

The plan must describe:

- Procedures for inspection and maintenance of all areas of each Facility on a regular basis.
- How the provider will comply with the applicable legal standards for inspections and maintenance of the various building systems, along with any additional standards as may be issued by DHS.
- How the provider will handle client complaints made directly to facility staff.
- How the provider will handle client complaints made to the City's shelter resident complaint hotline.
- If any facility is in a leased building, the provider shall describe how it will coordinate maintenance and repair obligations with the landlord.
- The provider, no later than thirty (30) days from the execution of its contract with DHS, must develop and submit to DHS a tracking mechanism, such as records, forms, etc. for recording and tracking all maintenance and repair functions that will be subject to DHS audits.

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<sup>2</sup> <http://www1.nyc.gov/site/buildings/industry/licensing.page>

Upon receiving the property management plan, DHS will identify a time to meet with the provider to review the plan and address any necessary revisions. Upon approval from DHS, but not later than sixty (60) days from the execution of the provider's DHS contract, DHS will deem the plan to be in full force and effect. DHS reserves the right to require the provider to revise the plan at any time during the contract term.

The Provider must submit on an annual basis to DHS either: 1) an updated version of the plan; or 2) a letter stating that no changes have been made to the plan.

The plan will serve as the binding procedure for the provider's maintenance of each facility. The provider's compliance with the plan will be a factor in evaluating the provider's performance under its contract with DHS. Any changes to the plan must conform to all requirements as set forth in this section, including resubmission and approval of the plan by the DHS. Invoices related to the maintenance and repair of the facility will not be processed without an approved plan. The provider's failure to submit or adhere to an approved property management plan within the prescribed deadline constitutes a Category 2 Deficiency (defined below) for which the provider may be subject to enforcement pursuant to the DHS' Shelter Inspection Procedure<sup>3</sup> and Shelter Compliance Procedure (Appendix G), and all remedies enumerated in the provider's contract with DHS and permitted under the governing law.

#### **4. MAINTENANCE AND REPAIR OBLIGATIONS:**

The provisions of this subsection apply to all units under the provider's DHS contract, whether or not they have been converted to Tier II Shelters.

The provider shall be responsible for the preventative, daily, corrective, and emergency maintenance of the Facility. The provider's obligations hereunder include, but are not limited to: the maintenance of the interior and exterior building components, (including boiler and elevator inspections, general plumbing, carpentry, electric, window screens, window glass, non-capital masonry, tile repair, door alarms, locks, grounds, equipment, and furnishings. The provider is responsible for all repairs, major or minor, that is the result of the provider's negligence or is the result of vandalism by the provider's staff or clients. The provider shall only be responsible for repairs necessitated by client vandalism to the extent funds are available in its budget for this purpose and the vandalism was not the result of the provider's negligence to supervise the clients. The provider shall consult with, and receive written approval from the DHS before initiating any structural changes, including renovations and room reconfigurations, divisions or change in use.

##### **Leasing Facility Space:**

- In the event the provider leases any facility space, the provider shall be responsible for all of the above maintenance and repair obligations to the extent responsibility is so allocated under its lease. The provider must exercise all remedies available under the

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<sup>3</sup> <https://intranet.dhs.nycnet/Divisions/Policy/Shared%20Documents/FY15/15-210.PDF>

lease for each facility to ensure its landlord complies with all landlord repair and maintenance obligations.

- In the event the provider leases any facility space, the provider must comply with and correct any deficiency, as defined in the DHS's Shelter Inspection Procedure within the specified deadlines.

## **SECTION II: Inspections and Violations**

### **1. VIOLATIONS:**

- The provider is responsible to engage with the landlord to cure all pre-existing violations at the building prior to the commencement of the contract. The facility must comply with all applicable federal, state, and local laws governing the operation of the building.
- The provider is responsible for curing all violations and deficiencies issued against the property after the commencement of its contract with DHS. The provider must immediately notify DHS if any violations are issued against the Facility. The provider is responsible for all costs incurred to cure any code violation issued subsequent to the commencement of the provider's DHS contract.
- The provider shall prepare and submit a corrective action plan (CAP) for curing capital and non-capital violations, including time frames for curing violations, and written notice once these violations have been cured, in accordance with all applicable laws and Shelter Inspection Procedure. The CAP must be submitted to DHS in a time and manner to be determined by DHS. The provider must comply with DHS' violation protocol, a copy of which is given to the provider prior to the commencement of its contract with DHS.
- The provider must consult with, and receive written approval from DHS before initiating any structural changes, including renovations and room reconfigurations, divisions or change in use.
- Violations are considered severe deficiencies for purposes of enforcement in accordance with the Shelter Inspection Procedure and Shelter Compliance Procedure.

### **Department of Homeless Services Responsibilities for City-Owned Buildings:**

- DHS is only responsible for major structural repairs to the facility, and capital improvements to the major building systems, including HVAC, boilers, plumbing systems, electrical systems, elevators, roofing and exterior portions of the facility.
- DHS is not responsible for said repairs if they are the result of the provider's or its agents' negligence or willful acts or are the provider's responsibility pursuant to paragraph two under Maintenance/Repair Obligations above.
- DHS will coordinate with the provider before undertaking any structural repairs or capital improvements.
- DHS will also ensure that at the commencement of its contract with the provider, the facility complies with all applicable federal, state and local laws governing the operation of the facility.
- DHS will correct any code violations issued prior to the commencement of its contract with the provider or that are the DHS' responsibility pursuant to the first and second bullets in this sub-section, unless such violations are the result of the provider's or its

- agents' acts of omission or commission.
- The City must indemnify, defend and hold harmless the providers and its officers, directors, employees and agents from and against any and all losses, costs, liabilities, expenses (but not including legal fees), claims, fines, penalties and damages incurred by any indemnified party that result from DHS' failure to perform or comply with any of the terms or conditions contained in this section.
  - In the event a replacement reserve account is created, the provider shall use the replacement reserve account to fund capital items. DHS' written approval will be required prior to the use of replacement account reserve funds.
  - DHS reserves the right to undertake the curing of any code violation that is either the provider's responsibility pursuant to paragraph two under the Maintenance/Repair Obligations above or the result of the provider's or its agents' acts of omission or commission AND where the provider fails to cure the code violation. DHS will chargeback and/or withhold all expenses incurred by the Department in correcting such violations(s) (including, but not limited to, labor and materials) from funds due or scheduled to become due to the provider under its contract with DHS or other DHS-funding arrangement. Any such chargeback and/or withholding will be in accordance with Subsection Seven of Section Two of this Policy and DHS' Shelter Inspection Procedure. This remedy is in addition to, and not in lieu of, any other remedies the Department may have under its contract with the Provider or law.

## **2. INSPECTIONS:**

### **Callahan**

As part of a settlement reached between the City of New York v. Callahan, it is required that the adult shelter system be inspected by the Coalition for the Homeless twice per year. These inspections are in addition to the DHS RSRI Inspections. In general, these inspections take place starting in January and June of each calendar year. The majority of this inspection focuses on facility conditions ranging from general cleanliness to ensuring that the facility is in good operating condition.

### **Routine Site Review Inspections (RSRI) and Shelter Repair Squad (SRS)**

With its providers, DHS provides Temporary Housing Assistance (THA) to homeless individuals and families, when needed. The applicable law requires DHS to provide THA in a setting that is safe, habitable and in compliance with all governing laws, codes, regulations and rules. The City's Shelter Repair Squad (SRS) oversees the inspection process of buildings that DHS and its providers use to provide THA to homeless individuals and families. The SRS is a multi-Agency initiative consisting of representatives from the Mayor's Office of Operation, the Department of Homeless Services, Department of Buildings, Fire Department, Housing Preservation and Development and the Department of Health and Mental Hygiene. At least 2 times per year, each Agency will inspect the facility for deficiencies and inform each provider of the results. Specifically, the RSRI (Appendix A) is DHS' primary tool to determine whether a shelter's physical environment is in compliance with the laws, codes, regulations and rules governing THA. Additionally, the RSRI helps DHS evaluate the appropriateness and efficiency of the provider's use of City funds budgeted for the maintenance of a

shelter. Moreover, the RSRI assists DHS and the providers with identifying problematic building conditions (i.e. roofs, plumbing, HVAC) to prevent their premature failure. Finally, the RSRI maximizes the utility of preventative maintenance to minimize the number of units being placed off-line. The RSRI Inspection Process is outlined in DHS' Shelter Inspection Procedure.

### **3. LEAD PAINT REMEDIATION:**

The City's Childhood Lead Poisoning Prevention Act (Local Law 1 of 2004, see Appendix C) requires landlords to identify and remediate lead-based paint hazards in buildings likely to have lead paint and in apartments of young children, using trained workers and safe work practices

Providers must follow the below procedures regarding lead paint remediation.

Lead-based paint hazards must be tested for and remediated if:

- The building was built before 1960
- Or 1978 if the owner knows that there is lead-based paint) *and* a child under the age of six (6) lives in the apartment (or has access to the common areas).

Upon notification of potential lead based paint hazards (LBP), the provider is considered to be put on notice to test for and remediate those hazards in conformance with local law.

- Contract with U.S. Environmental Protection Agency (EPA)-certified trained workers in lead remediation;
- Providers must maintain accurate records of any work performed related to the remediation; and
- Providers must submit proper documentation that condition has been abated; this includes but not limited to invoices, work orders, other records, etc.

Please refer to the following source for latest update:  
<http://www1.nyc.gov/site/hpd/owners/Lead-Based-Paint.page>

### **4. NEW NEED REQUEST:**

A Provider New Need Request is a request for additional funding to enhance the current program or to add a new program component. The New Need Request can be for a one-time need or a recurring need (baseline). New Need Requests can be submitted to DHS at any time using the DHS Contracted Facilities and/or Programs Serving Homeless Families or Individuals New Need Request Form (Fiscal Manual Appendix B). The request should be submitted to the Budget Office and should clearly define the reason for the request and how the amount of funding being requested was calculated. Please note that all submissions must be accompanied by a written justification, scope of work and three (3) bids when appropriate. New needs will be reviewed on a first-come basis and prioritized based on criticality and availability of funds. Highest priority will be given to emergency needs, such as health and safety and/or regulatory compliance issues.

DHS has revised the process for submitting New Need Requests to ensure proper tracking of the providers' requests. The New Need form will no longer be submitted to the Program Analyst; providers will now submit the form to the Budget Office as outlined in the Fiscal Manual

## **5. CONSTRUCTION REQUESTS**

If the intended use of the shelter needs to be altered, the proposed changes need to be analyzed for both Life Safety and code requirements. These types of changes may include adding or removing walls, changing the use of a room, replacing or upgrading facility systems such as bathrooms, roofs, electrical and plumbing services and other long-term solutions.

## **6. SUB-CONTRACTS:**

- For guidelines regarding budget approval for subcontract work, please refer to the DHS Fiscal Manual
- Prior to the execution of any sub-contract(s), the provider must submit to DHS the following information for each proposed subcontract: a scope of work; the name of the contractor; a copy of the contract; and the provider's written request for approval that clearly identifies the source of budget funds for the contract(s).
- The provider is responsible for ensuring that all sub-contractors are licensed and have the appropriate certification(s) to perform the scope of work and file all appropriate permits and applications with the required NYC Departments (i.e, Department of Buildings, FDNY, etc.)
- All scopes of work must be performed in a competent fashion.
- DHS will notify the provider if the proposed sub-contract is acceptable within two (2) weeks of the submission of the sub-contract and such other information, as reasonably required by DHS. In the event that DHS does not notify the provider within such two (2) week period that the sub-contract is or is not acceptable, the sub-contract should be considered approved by DHS.
- Such sub-contractors are required to (a) insure DHS and the City of New York in the same manner and to the same extent as the provider is required given their contract with the DHS, and (b) post performance and payment bonds in the form to be prescribed by DHS.



**7. WITHHOLDING AND CHARGEBACK :**

- DHS reserves the right to chargeback and/or withhold all expenses incurred by the Department in correcting a Deficiency (including, but not limited to, labor and materials) from funds due or scheduled to become due to the Provider under its contract with DHS or other DHS-funding arrangement.
- In the event DHS chargebacks and/or withholds funds, such chargeback and/or withholding will come from funds allocated in the Budget for Administrative Overhead where the deficiency is the Provider's responsibility either under its lease for the facility or due to the Provider's ownership of the facility. Where the deficiency is the responsibility of the landlord under the lease, the chargeback and/or withholding shall come from funds allocated in the budget for Rent.
- The Provider is prohibited from using funds in the budget designated for a purpose other than administrative overhead or rent to pay for or offset any chargeback and/or withholding by DHS.

**Withholding of Funds**

For deficiencies requiring long-term remediation, DHS expects the Provider to adhere to the timeframes described in the scope of work or CAP. Where DHS determines that the Provider's progress towards completing the remediation of a deficiency is not adhering to the agreed upon timeframes, DHS may withhold any funding in the Provider's budget designated for such work.

Withholding of funds may be surrendered at DHS's discretions or as follows:

1. 50% of the withheld amount to be released once the Providers submits a plan that shows they have engaged with its consultants, subcontractors, etc. to resolve the deficiencies (show proof of documents, i.e. contracts, letters of intent, etc.)
2. The remaining 50% (total 100%) to be released once the deficiency has been properly addressed.

The provider is able to request the release of the above funds in cases of extenuating circumstances or proof of hardship.

**Chargeback to Contract**

- The Department reserves its right to correct any deficiency through the use of its contractors, subcontractors, other entities or staff to resolve any outstanding deficiency. This remedy is in addition to, and not in lieu of, any other remedies the Department may have under its contract with the Provider or law.
- Where the Provider fails to correct any deficiency within the designated timeframe(s), as described in the RSRI Report, and the Department determines to use its resources to

correct the deficiency, the Facilities and Logistics Division will issue a Notice to the Provider no less than 24 hours of the expected date of the Department's work to correct the deficiency. The Notice will inform the Provider of the deficiency to be corrected, the expected scope of work to be undertaken by the Department or its agents and the expected date and time of the work. The Notice will also serve as the Department's official notice to the Provider of its intent to chargeback all expenses incurred by DHS in correcting the deficiency, in accordance with the Procedure and the Department's contract with the Provider, where applicable.

- The amount of the chargeback will be based on the prevailing wage(s)/labor costs and costs of material(s) that the Department used to correct the deficiency(ies), as determined by the Facilities and Logistics Division. Where DHS has corrected any deficiency through the use of its staff, contractors, subcontractors, other entities or staff, the Facilities and Logistics Division will calculate the amount of the chargeback and submit a detailed written determination to the Department's Office of Legal Affairs ("OLA") and Finance Division ("Finance") for review and approval.
- Upon approval of the Facilities and Logistics Division's determination of the amount of the chargeback from funds due or scheduled to become due to the Provider, OLA and Finance will issue a written notification to the Provider describing the bases for such action(s) to be taken.

#### **8. CERTIFICATE OF OCCUPANCY:**

Except for buildings that have a close down plan, DHS will not make any payments for units that do not possess a valid certificate of occupancy, letter of no objection, or equivalent. In the event changes are made to the facility that would require an amended Certificate of Occupancy to conform to the new use, payments may be suspended until such time that proper documentation is presented to DHS.

#### **9. LIQUIDATED DAMAGES**

The Department may assess liquidated damages where the Provider fails to properly address a deficiency(ies) within the prescribed timeframe(s) described in the RSRI Report AND the Department finds the Provider to be in noncompliance, in accordance with the Shelter Compliance Procedure (Appendix G). The amount of the assessed liquidated damages will be as follows:

- i. For each day that the Provider fails to address a Category 1 Deficiency within the prescribed 24-hour deadline, DHS may assess liquidated damages in the amount of one hundred twenty-five dollars (\$125.00) per day until the deficiency is properly addressed or corrected.
- ii. For each day after the 30-day deadline that the Provider fails to address a Category 2 Deficiency, DHS may assess liquidated damages in the amount of fifty dollars (\$50.00) per day until the deficiency is properly addressed or corrected.
- iii. For each day after the 60-day deadline that the Provider fails to address a Category 3 Deficiency, DHS may assess liquidated damages in the amount of twenty-five dollars (\$25.00) per day until the deficiency is properly addressed or corrected.

**SECTION III: Budget**

**1. BUDGET REALLOCATION MAINTENANCE OR CAPITAL REPAIRS:**

The re-allocation of funds designated for maintenance and/or capital repairs is prohibited without the explicit written authorization of the Deputy Commissioners for Fiscal and Administration and the General Counsel.

**2. HUMAN SERVICES PROVIDERS FISCAL MANUAL:**

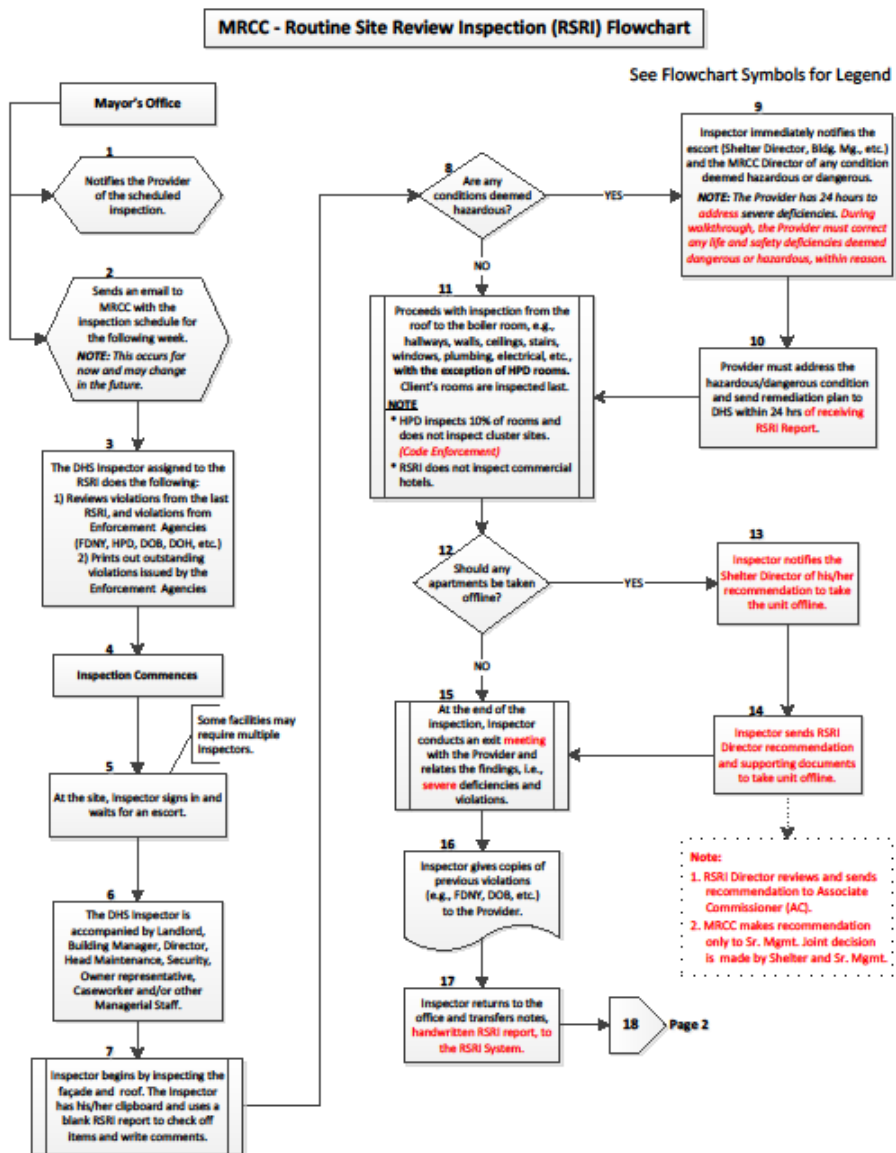
For other budget related questions, please refer to the DHS Fiscal manual (appendix B).

**Appendix A: DHS Inspection Policy 15-210  
Shelter Inspection Procedures**

To be added after the Policy is finalized

## Appendix B: MRCC RSRI Inspection Flow Chart

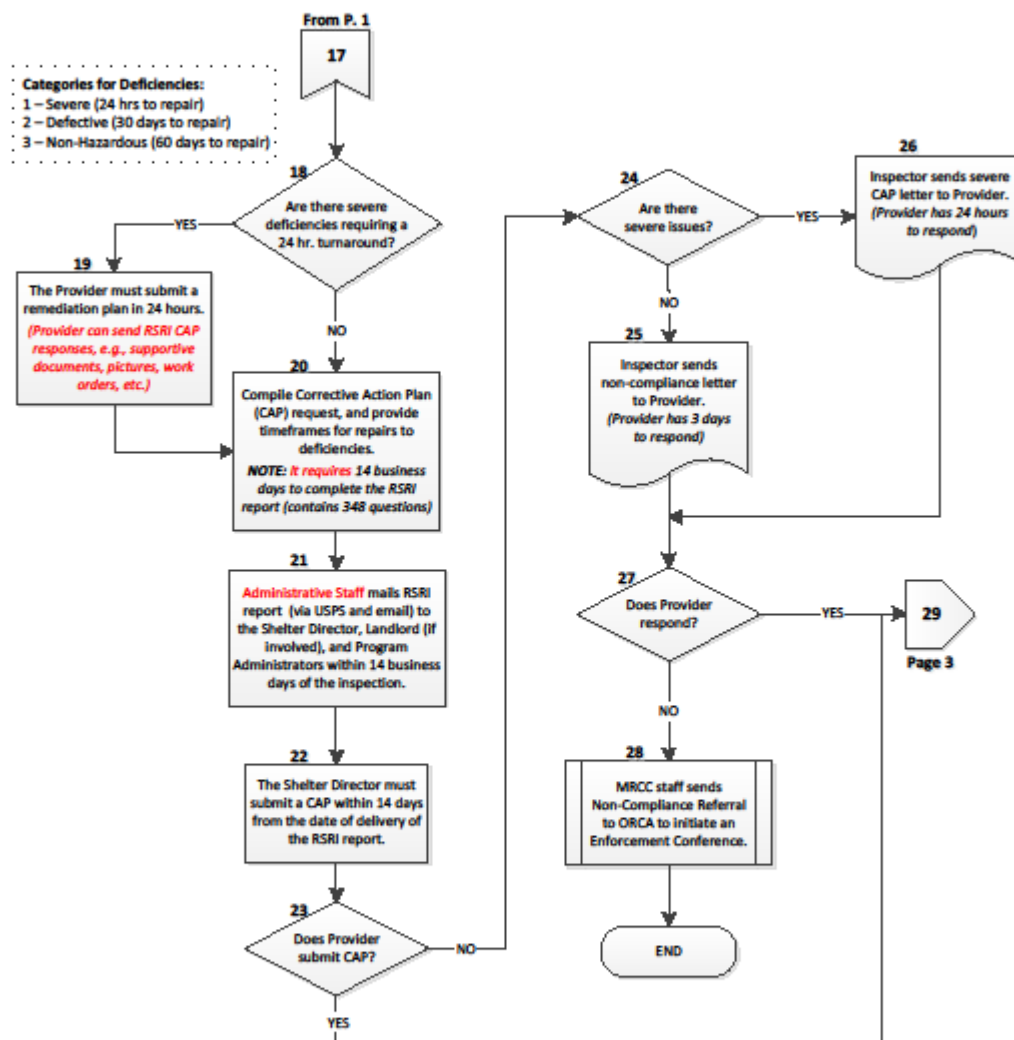
7/27/2017



Page 1 of 3

7/27/2017

## MRCC - Routine Site Review Inspection (RSRI) Flowchart

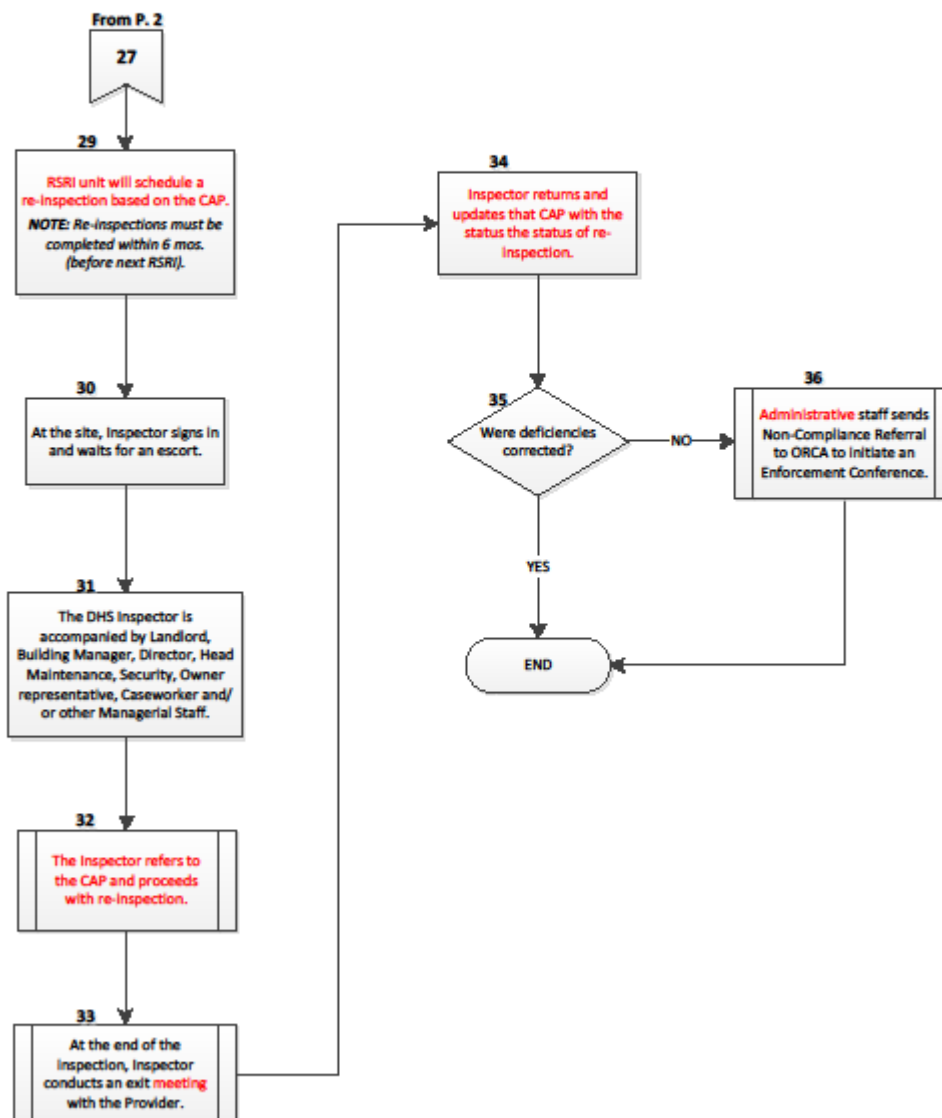


Page 2 of 3

7/27/2017

## MRCC - Routine Site Review Inspection (RSRI) Flowchart

## Re-Inspection



Page 3 of 3

**Appendix C: Human Resources Fiscal Manual**

**Subsection: New Needs**

<https://www1.nyc.gov/assets/dhs/downloads/pdf/dss-fiscal-manual.pdf>



**New York City Department of Homeless Services  
Human Service Providers Fiscal Manual****Revised 3/18****3. New Needs**

New Need requests are submitted and processed outside of the HHS Accelerator system. A New Need is a request to increase the Annual Contract Budget's total funding, or bottom-line. New Needs can be submitted to DSS-DHS for approval at any time using the online system ServiceNow (<https://nycdhs.service-now.com>). New Needs will be reviewed on a first come basis and prioritized based on criticality and availability of funds. Highest priority will be given to the emergency needs (such as health and safety and/or regulatory compliance issues). The Provider can expect to receive a full review of the request 60 days from the date of submission.

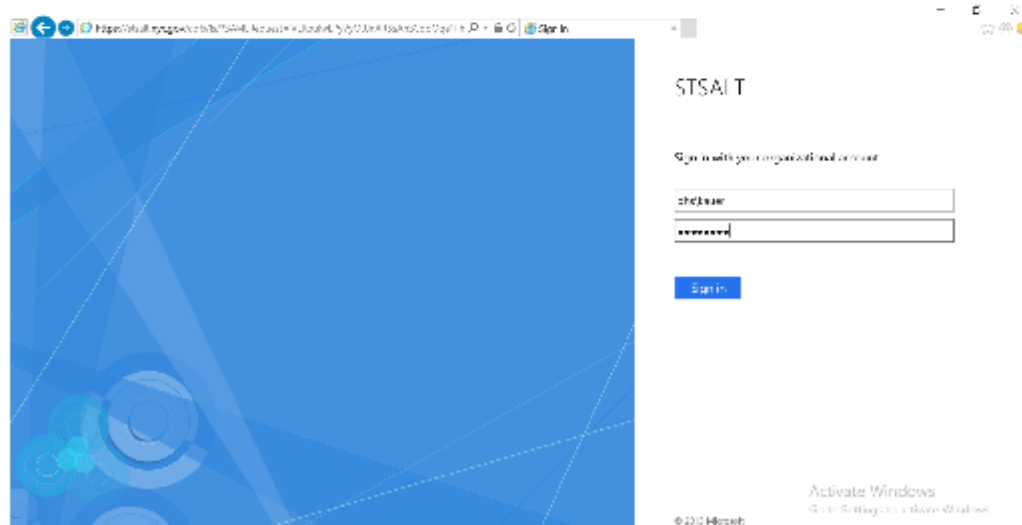
An updated Budget can only be submitted in HHS Accelerator for approved New Needs. To increase the Annual Contract Budget total funding, a contract amendment must be registered.

Please contact your Shelter Program Budget Analyst with any questions.

**To submit a New Needs Request:**

Before submitting a request, you will need to be provisioned. Please email [ServiceNowSupport@dhs.nyc.gov](mailto:ServiceNowSupport@dhs.nyc.gov) with your full name, email address, and phone number to request access.

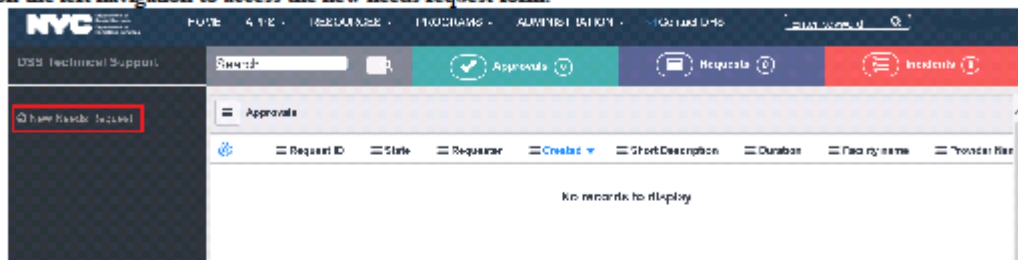
Access the URL <https://nycdhs.service-now.com>. You will be prompted to enter your user credentials (User Name: DHS\username, Password: DHS network password)



## New York City Department of Homeless Services Human Service Providers Fiscal Manual

Revised 3/18

You will be redirected to the landing screen as shown below. Click on the 'New Needs Request' link located on the left navigation to access the new needs request form.



### NATURE OF REQUEST

#### Provider to complete:

Contact details are pre-populated and read only, based on requester log-in credentials. Requesters must select a type of New Need Request from the following list:

- General Budget (example: request due to increase property taxes, rent, utilities, etc.)
- IT (example: a request for new infrastructure project related to cabling at a shelter facility)
- Program (example: request for increase medical services, staffing, furniture, etc.)
- Facilities (example: request for maintenance/repair of fire alarm, elevator, etc.)
- Security (example: request to increase security guards, security equipment, etc.)

Individual requests must be submitted for each type of New Need. Requests cannot be bundled.

If the "Amount Requested-Current Year OTPS" entry is greater than \$5,000, the requester will be prompted to include a minimum of 3 bids with their request. Click OK on the prompt, and then click either on the paper clip or "Add Attachment" buttons under Bid #1, Bid #2 and Bid #3 to attach the bids. Choose the relevant files from your computer to add them to the request. Rename or delete files as needed.

Complete all required fields on the form. When all fields are filled, and any required attachments uploaded, the requester will click on "Submit Request" to submit their New Needs Budget Request for review.

It is crucial to justify why you are requesting the money. Specifically, state why you want to implement the New Need (for example, State mandate, new lease agreement, leaky roof) and justification, including current and potential impact (for example, State fines, longer stays by clients, or water leaking into rooms). DHS has limited available funding, so it is important to describe why your need is a top priority. Please attach additional documentation so we can review a comprehensive justification. **Please note that all OTPS submissions must be accompanied by three (3) bids if the request exceeds \$5,000. DHS may require the Provider to submit market research for comparable services and goods for New Needs requests between \$5,000 and \$25,000.**

**New York City Department of Homeless Services  
Human Service Providers Fiscal Manual**

Revised 3/18

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**ACKNOWLEDGEMENT OF RECEIPT**

Once submitted, the requestor will receive an email notification with details about the request. The RITM # is the unique ID used to track the request.

---

Request RITM0010104 has been submitted:

Requester: Sandra Hawker

Item: New Needs Request

Title of Request: HHOT WATER TANK REPLACEMENT

Date of Request: 12/05/2016 00:53:44 EST

Click here for full details: [LINK](#)

Ref:MSG0024968

**Please call your Shelter Program Budget Analyst with any questions.**

**New York City Department of Homeless Services**  
**Human Service Providers Fiscal Manual**

Revised 3/18

### ASSIGNED DIVISION RECOMMENDATIONS

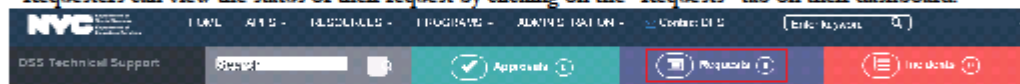
Based on the request type, a New Need Request the request will be assigned to a division for review. Once a requester's submission is approved or returned, they will receive an email notification updating them of the status. The requester can click within the email to view their request in the system.

If the recommendation is "Approve," the request will be forwarded to the DHS Shelter Program Budget Office.

If the recommendation is "Return," the request will not be forwarded to the DHS Shelter Program Budget Office. All returned requests include comments as to why the request was returned.

Providers are able to re-submit a New Needs request that has been previously returned. The Catalog Task section is available once a request has been returned. This allows the requester to edit details of their request as required (i.e.: add or change information). By scrolling down to the Catalog Task section, the requester can click on a Catalog Task Number to update their request. This can be accessed in the notification email they receive or in the system itself by navigating to your "Request" tab.

Requesters can view the status of their request by clicking on the “Requests” tab on their dashboard.



Below are the screenshots for the workflows for the different type of requests.

IT:

	Request Number	Name	Date	Description	Status
	0100010000	Edward Navasby	11/16/2018 10:42:35	Phone System Replacement - RFQ/SFP	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Request Submitted (Submitted)</li> <li><input checked="" type="checkbox"/> Program IT Analyst Approval (Completed)</li> <li><input checked="" type="checkbox"/> Program IT Administrator Approval (Completed)</li> <li><input checked="" type="checkbox"/> Ranger Analyst Approval (Completed)</li> <li><input checked="" type="checkbox"/> Budget Director Approval (Completed)</li> <li><input checked="" type="checkbox"/> OMB Review (In progress)</li> <li><input type="radio"/> Final Confirmation (Pending - has not started)</li> <li><input type="radio"/> Request Closed (Pending - has not started)</li> </ul>

## New York City Department of Homeless Services Human Service Providers Fiscal Manual

Revised 3/18

### General Budget:

<input type="checkbox"/>	<a href="#">RTM0010377</a>	Edward Navitsky	06/30/2017 15:05:33	FY18 Rent Increase	<ul style="list-style-type: none"> <li>Request Submitted (Submitted)</li> <li>Awaiting Budget Analyst Approval (Completed)</li> <li>Awaiting Budget Director Approval (Completed)</li> <li>Awaiting OMB Review (In progress)</li> <li>Final Confirmation (Pending - has not started)</li> <li>Request Closed (Pending - has not started)</li> </ul>
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### Program (i.e.: Families request):

<input type="checkbox"/>	<a href="#">RTM0010135</a>		01/23/2017 17:57:59	Social Worker - Client Care Coordinator	<ul style="list-style-type: none"> <li>Request Submitted (Submitted)</li> <li>Program Families Analyst Approval (Completed)</li> <li>Program Families Administrator Approval (Completed)</li> <li>Budget Analyst Approval (In progress)</li> <li>Budget Director Approval (Pending - has not started)</li> <li>OMB Review (Pending - has not started)</li> <li>Final Confirmation (Pending - has not started)</li> <li>Request Closed (Pending - has not started)</li> </ul>
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### Facilities:

<input type="checkbox"/>	<a href="#">RTM0010189</a>		02/24/2017 15:13:10	Build Manager	<ul style="list-style-type: none"> <li>Request Submitted (Submitted)</li> <li>Program Facility Analyst Approval (Completed)</li> <li>Program Facility Administrator Approval (Completed)</li> <li>Budget Analyst Approval (Completed)</li> <li>Budget Director Approval (Completed)</li> <li>OMB Review (In progress)</li> <li>Final Confirmation (Pending - has not started)</li> <li>Request Closed (Pending - has not started)</li> </ul>
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### Security:

<input type="checkbox"/>	<a href="#">RTM0010147</a>		01/26/2017 15:56:08	Security	<ul style="list-style-type: none"> <li>Request Submitted (Submitted)</li> <li>Program Security Analyst Approval (Completed)</li> <li>Program Security Administrator Approval (Completed)</li> <li>Budget Analyst Approval (Completed)</li> <li>Budget Director Approval (Completed)</li> <li>OMB Review (In progress)</li> <li>Final Confirmation (Pending - has not started)</li> <li>Request Closed (Pending - has not started)</li> </ul>
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Page | 51

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**New York City Department of Homeless Services  
Human Service Providers Fiscal Manual****Revised 3/18**

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DHS Shelter Program Budget Office will review all requests. If DHS Shelter Program Budget Office funds an amount that differs from the request, it will include an explanation of the variance.

**All recommendations are subject to OMB approval.**

If the recommendation is "Request Approved," the DHS Shelter Program Budget Office will begin any necessary contract amendment processes. The "Attachment A" will be completed and sent to the Provider via email.

If the recommendation is "Request Approved, Revised Amount" the DHS Shelter Program Budget will inform the Provider and initiate any contract amendments that are necessary. The "Attachment A" will be completed and sent to the Provider via email.

**CONTRACT AMENDMENT**

Approved New Needs Requests which alter the total contract budget amount must be registered as a contract amendment. Amendments will be processed taking into consideration other actions and the stage of a contract within the fiscal year. Per City procurement rules, multiple New Needs may be bundled for processing post-approval.

**4. Start-Up Funds**

When a new facility or program is opened, the Provider may be given start-up funds in the Contract Budget to pay for personnel, materials and supplies which are necessary to make the facility or program operational.

According to State regulation, start-up costs in Tier II facilities are to be amortized over a five year period, which include principal and interest. The annual amount will be added to the budget under debt service. Start-up costs include payments for purchases or services prior to the facility opening.

The Start-up budget is negotiated as part of contract negotiations. Providers may request up to 2/12ths of the annual operating budget. Once established, the Start-up budget is submitted to DHS through the HHS Accelerator System.

A Start-up budget must be submitted along with a description of the items, quantity, unit cost and total cost for the materials and supplies needed to make the facility operational prior to the facility opening and providing the delivery of shelter services. This should be attached to the contract budget in Accelerator.

If the Provider wishes to spend the start-up funds in a matter which deviates from the start-up budget, a contract budget modification must be prepared.

All non-profits holding contracts with one of the Health and Human Services agencies were required to enroll with Essensa. Providers are encouraged to use Essensa for purchasing items. If Essensa isn't

**Appendix D: Lead Paint Guidelines**

<http://www1.nyc.gov/assets/hpd/downloads/pdf/lead-local-local1-2004.pdf>

**Appendix E: Violations at DHS City & Privately Owned Shelters**





## Facilities and Logistics

Steven Banks  
Commissioner

Joslyn Carter  
Administrator

James Russo  
Deputy Commissioner

jrusso@dhs.nyc.gov

33 Beaver St., 12th Floor  
New York, NY 10004

212 381 8600 tel  
917 637 8002 fax

## MEMORANDUM

TO: Whom It May Concern

FROM: James R. Russo

DATE: July 28, 2017

SUBJECT: City Owned Buildings- Violation Protocol

All building violations such as, Fire Department, Environmental Control Board, Department of Environmental Protection, Buildings Department, Department of Transportation, and Department of Health violations should be sent to the Maintenance Repair & Capital Construction (MRCC) department to the attention of the Assistant Commissioner of Inspections and Compliance. Upon receipt of the violation notice, the following process will take place.

1. MRCC receives building violation
2. MRCC assesses if violation is DHS MRCC vs Provider Responsibility for remediating violation
  - A) Provider Responsibility –
    - a. MRCC notifies DHS Program Administrator's via email on open building violations, including copies of the violations
    - b. MRCC Building Compliance Unit (BCU) sends out Field Assessors to follow up with Providers regarding the status of building violations.
    - c. MRCC BCU Field Assessors will collect back up documentation and/or certificate of correction on their outstanding building violations
    - d. Provider is responsible for filing certificate of corrections for remediation completed
      - i. ECB Violations
        1. Providers must submit to MRCC a letter on their letterhead clearly outlining the steps taken that remediated the violation with supporting documentation.

1. Provider must fill out DOB form AUE2 and submit for MRRC review
  2. MRCC will review AUE2, letter and supporting document. Once approved, we will provide DOB form AUE8 and submit back to provider
  3. Provider to clear out ECB violation at hearing
- b. MRCC closes out the violation within the Building Compliance Systems (BCS) and the Provider closes out the violation with the appropriate enforcement agency
- B) MRCC BCU Responsibility –
- a. MRCC Assigns Field Assessor to assess violation
  - b. MRCC assigns the violation to its internal units such as Trade Shops, Contract Unit or Capital Program, etc.
  - c. MRCC BCU sends out Field Assessors to ensure the remediation has taken place and for documentation purposes.
  - d. MRCC will close out the violation within BCS
  - e. MRRC will prepare and file certificate the corrections with the appropriate enforcement agency

**MRCC BCU maintains a master tracking file on all violations RECEIVED regarding DHS Shelters at city owned sites.**

Thank you.



## Facilities and Logistics

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Commissioner

Joselyn Carter  
Administrator

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Deputy Commissioner

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33 Beaver St., 12th Floor  
New York, NY 10004

212 381 5600 tel  
917 637 5002 fax

## MEMORANDUM

TO: Whom It May Concern

FROM: James R. Russo

DATE: July 28, 2017

SUBJECT: Privately Owned Buildings- Violation Protocol

All building violations such as, Fire Department, Environmental Control Board, Department of Environmental Protection, Buildings Department, Department of Transportation, and Department of Health violations should be sent to the Maintenance Repair & Capital Construction (MRCC) department to the attention of the Assistant Commissioner of Inspections and Compliance. Upon receipt of the violation notice, the following process will take place.

1. MRCC receives a copy of the building violation
2. MRCC notifies DHS Program Administrator's via email on open building violations, including copies of the violations
3. MRCC Building Compliance Unit (BCU) sends out Field Assessors to follow up with the Landlord/Provider regarding the status of the violation.
4. MRCC will collect back up documentation and/or certificate on remediated violations
5. MRCC will close out violation within the Building Compliance Systems (BCS)
6. Landlord/Provider is responsible for filing certificate of corrections for remediation completed

MRCC BCU maintains a master tracking file on all violations RECEIVED regarding DHS Shelters at city and privately owned sites.

Thank you.

## Appendix F: Other Useful Building Guidelines

Confidential: For Providers Only

## Coordinated Inspections: Most Common Violations

HPD	<ul style="list-style-type: none"> <li>1. Window Guards: Missing, defective or improperly installed (needed throughout the building if there is a child 11 or under)</li> <li>2. Inoperable Ground Fault Circuit Interrupters (GFCI): Not working</li> <li>3. Flooring: Floor tiles in need of replacement or repairs</li> <li>4. <i>Peeling Paint/Deteriorated Surface: Broken plaster*</i></li> <li>5. <i>Evidence of rats, mice, or other vermin present: Exterminate the entire property</i></li> </ul>
FDNY	<ul style="list-style-type: none"> <li>6. Record Keeping: Missing or poorly maintained fire safety plan, log books, testing and maintenance reports, fire alarm systems letters of approval</li> <li>7. Precaution Against Fires: Illegal storage within utility rooms, electrical rooms, elevator machine rooms; illegal storage of portable fueled equipment on premises; vegetation within 10 feet of the building; combustible rubbish within the premises; faulty fire extinguishers</li> <li>8. Emergency Planning: Failure to provide annual fire safety plans or fire safety plan training to staff and residents</li> <li>9. <i>Fire-Resistance-Rated Construction: Damaged fire-rated barrier walls and/or ceiling-floor assemblies; fire doors blocked with door stops; missing or damaged re-latching on fire doors</i></li> <li>10. <i>Obstructed Egress: Overcrowding (occupancy in multiple premises exceeds the maximum allowed by Certificate of Occupancy); storage of goods in hallway; access to stairwells impeded; locks on doors preventing exit; emergency power for emergency light missing</i></li> </ul>
DOB	<ul style="list-style-type: none"> <li>11. Doors: Doors not self-closing; doors not closing flush</li> <li>12. Handrails: Loose or unsteady; must be able to stand 250lbs of horizontal/vertical force</li> <li>13. Walking Surfaces: Excessive sloping</li> <li>14. Inspection Reports: Missing Boiler, Elevator and other building systems inspections and/or reports</li> <li>15. <i>Emergency Backup Lighting: Power source for emergency lighting must be in place</i></li> <li>16. <i>Leaks: Repair plaster and paint damage resulting from leaks</i></li> <li>17. <i>Obstructed Egress: Furniture, boxes or possessions blocking means of egress</i></li> <li>18. <i>Fire Stopping: Need to use fire-stopping materials</i></li> </ul>
DOHMH	<ul style="list-style-type: none"> <li>19. Exposed/Uncontained Garbage or Spilled Food Waste: Food waste that can attract and feed rats</li> <li>20. Clutter and Debris Sufficient to Harbor Rats or other vermin</li> </ul>

*\*Italicized text indicates the violation is common amongst several agencies*

**Appendix G: Shelter Compliance Procedure**

To be inserted once final

## NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES

**Procedure Number: DHS-PB-2018-011**

<b>SUBJECT:</b>  Shelter Inspection Policy	<b>APPLICABLE TO:</b>  All staff of Facility and Logistics Division, Routine Site Review Inspection (RSRI) Unit, DHS Directly-Operated or Provider Facilities/Programs Serving Homeless Individuals and Families	<b>ISSUED:</b> June 29, 2018
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<b>ADMINISTERED BY:</b>  Facility and Logistics Division, Routine Site Review Inspection (RSRI) Unit	<b>APPROVED BY:</b>  Joslyn Carter, Administrator Department of Social Services/ Department of Homeless Services
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### **PURPOSE**

The purpose of this procedure is to provide staff instructions in the policy for conducting inspections of Department of Homeless Services (DHS) directly-operated and funded facilities.

### **INTRODUCTION**

The Routine Site Review Inspection (RSRI) Unit conducts inspections of Department of Homeless Services (DHS) directly-operated and funded shelters a minimum of twice per year. The resulting report is DHS' primary tool to determine whether a shelter's physical environment is in compliance with the laws, codes, regulations, and rules governing Temporary Housing Assistance (THA).

### **POLICY**

DHS is required to provide THA in a setting that is safe, habitable, and in compliance with all governing laws, codes, regulations, and rules. In order to ensure this, DHS conducts regular inspections.

## TABLE OF CONTENTS

### Contents

<b>PURPOSE .....</b>	<b>1</b>
<b>INTRODUCTION .....</b>	<b>1</b>
<b>POLICY .....</b>	<b>1</b>
<b>BACKGROUND .....</b>	<b>3</b>
<b>REQUIRED ACTION.....</b>	<b>3</b>
<i>PRE-INSPECTION.....</i>	<i>3</i>
<i>INSPECTION PROCESS.....</i>	<i>4</i>
<i>WALK-THROUGH INSPECTION.....</i>	<i>5</i>
<i>POST-INSPECTION.....</i>	<i>6</i>
<i>RESPONDING TO THE RSRI REPORT AND CAP .....</i>	<i>6</i>
<i>RE-INSPECTION.....</i>	<i>8</i>
<i>ENFORCEMENT REFERRALS TO ORCA .....</i>	<i>8</i>
<i>RECOUPMENT AND/OR WITHHOLDING OF FUNDS .....</i>	<i>9</i>
<i>WITHHOLDING OF FUNDS.....</i>	<i>9</i>
<i>CHARGEBACKS TO CONTRACT .....</i>	<i>10</i>
<b>REFERENCES: .....</b>	<b>11</b>
<b>RELATED ITEMS:.....</b>	<b>11</b>
<b>DEFINITIONS.....</b>	<b>11</b>
<b>APPENDICES.....</b>	<b>12</b>

## BACKGROUND

The RSRI unit conducts inspections of DHS directly-operated and funded shelters a minimum of twice per year, the resulting report of which is DHS's primary tool to determine whether a shelter's physical environment is in compliance with the laws, codes, regulations, and rules governing THA.

The RSRI Report:

- Helps DHS evaluate the appropriateness and efficiency of Provider's use of City's funds budgeted for the maintenance of a shelter.
- Assists DHS and the Providers with identifying problematic building conditions (i.e., roofs, plumbing, HVAC) to prevent their premature failure.
- Maximizes the utility of preventative maintenance to minimize the number of units being placed offline.

DHS reserves the right to update the RSRI Report form as it deems appropriate. Providers should contact their Program Administrator for a copy of the most recent version of the RSRI Report.

The inspection cycle occurs within a six-month interval, with cycle one covering July to December, and cycle two covering January to June. The RSRI Unit may conduct additional inspections outside of the inspection cycle when DHS deems it necessary.

After inspection of a facility, the Provider must submit a Corrective Action Plan (CAP) for all items identified as unsatisfactory. **Conditions identified as severe must be addressed within 24 hours.**

When necessary, the conditions are re-inspected before the end of the six-month cycle, in order to ensure that all deficiencies were corrected.

If the Provider fails to comply with the directives issued, DHS may refer the matter to the Office of Regulatory Compliance and Accountability (ORCA) for an enforcement conference.

## REQUIRED ACTION

### Pre-Inspection

The Mayor's Office of Operations oversees the scheduling of DHS' Shelter Repair Squad (SRS) inspections, which are scheduled once every six months. Additionally, DHS reserves the right to inspect a shelter without prior notice. The Office of Operations notifies the Provider of the scheduled inspection and emails DHS' Facilities and Logistics Division the schedule for the following week's inspections.

The RSRI Director assigns the shelter inspection to an Inspector.

The Inspector must:

- Review violations from the last RSRI report.



- Review violations from Enforcement Agencies, including the:
  - Fire Department of the City of New York (FDNY)
  - Housing Preservation and Development (HPD)
  - Department of Buildings (DOB)
  - Department of Health and Mental Hygiene (DOHMH).
- Print out the outstanding violations issued by the Enforcement Agencies.
- Contact the Shelter/Program Director prior to conducting the inspection to confirm the appointment.

## Inspection Process

On the day of the inspection, the RSRI Inspector ensures that he/she has copies of the previous violations, and the RSRI Report, which is used as a checklist during the inspection. During the inspection, the RSRI Inspector may be accompanied by any of the following:

- |                    |                           |
|--------------------|---------------------------|
| • Landlord         | • Head of Maintenance     |
| • Building Manager | • Owner or representative |
| • Director         | • Caseworker              |
| • Security         | • Other Managerial staff  |

The RSRI Report contains questions in three main categories: Cleanliness, Building Integrity, and Management:

- **Cleanliness** – Inspectors examine the facility to ensure it is free of dirt, debris, marks, and stains. Floors are inspected for cleanliness, wax build-up, and garbage. Walls and ceilings are inspected for graffiti and stains from water, food residue, and foot prints.

Windows are inspected for soot and dirt accumulation. Kitchens are inspected for grease build-up.

- **Building Integrity** – Inspectors check for broken/worn items throughout the facility. Various items including water faucets, bathroom doors and partitions, window screens, window guards, light switches and fixtures are inspected to ensure they are properly functioning.

**Management** – Inspectors review administrative logs and records of fire drills, facility violations, budgets, headcount, supplies, and work order tickets; as well as the results of inspections by FDNY, DOB, New York State, and other oversight agencies.

The responses to the questions of the RSRI Report are rate in one of four categories - Excellent, Very Good, Satisfactory, and Unsatisfactory, as defined below (see Attachment 5 - Scoring Methodology).

- **Excellent** – The building, building component, or individual item works as intended. In the case of cleanliness, no dirt, debris, or graffiti was discovered.
- **Very Good** – The building, building component, or individual item needs minor repair. In the case of cleanliness, minor dirt, debris, or graffiti was discovered.
- **Satisfactory** – The building, building component, or individual item works as intended but needs minor repair to make it 100% operational. In the case of cleanliness, some dirt, debris, or graffiti was discovered in several areas.
- **Unsatisfactory** – The building, building component, or individual item needs major repair in order for it to work as intended or is non-functional. In the case of cleanliness, dirt, debris, or graffiti is discovered in all parts the facility.

### Walk-Through Inspection

The Provider must afford access to all parts of the building. The inspection will include, but not limited to, checking the efficacy of:

- |            |                                 |
|------------|---------------------------------|
| • hallways | • windows                       |
| • walls    | • plumbing                      |
| • ceilings | • electrical                    |
| • stairs   | • Dining Rooms/Cafeteria        |
| • kitchens | • client rooms (inspected last) |

DHS reserves the right to require the Provider immediately remediate any condition that the RSRI Inspector deems severe, hazardous, or dangerous. In such cases, the RSRI Inspector immediately notifies the building escort (Provider, Building Manager, etc.) and the RSRI Director of the condition(s) requiring immediate remediation. The Provider must either remediate these conditions within 24 hours and submit proof of such remediation, or send a remediation plan to DHS within 24 hours.

If the RSRI Inspector finds that a client's room has deficiencies making it uninhabitable, the room may be taken offline in accordance with the below protocol.

When the room is uninhabitable due to severe deficiencies, the RSRI Inspector immediately:

- Notifies the Shelter Director of his/her recommendation to take the unit offline.
- Sends the RSRI Director the recommendation to take the unit offline, along with supporting documents.
  - The RSRI Director reviews and sends the recommendation to the Assistant Commissioner (AC), Program Administrators and related-shelter staff.

**Note:** The Facilities and Logistics Division makes the recommendation to take the unit offline only to DHS Senior Management. DHS Senior Management and the Provider operating the shelter make a joint decision to take the room off-line.

At the end of the inspection, the RSRI Inspector conducts an exit conference with the Provider, providing his/her findings, i.e., severe deficiencies and violations. The RSRI Inspector gives the Provider copies of previous violations from Enforcement Agencies.

### Post-Inspection

DHS incorporates all field findings into the RSRI Report. The RSRI Inspector has 14 calendar days from the date of the inspection to compile the list of unsatisfactory items identified during the inspection, classify the deficiencies, and provide timeframes for remediation, based on the deficiencies' classifications. The RSRI Report, including a list of the unsatisfactory items, is mailed and emailed to the Provider and the Landlord (if involved). See the below table for a description of the deficiency classifications and corresponding timeframes.

CATEGORY	DEFICIENCY CLASSIFICATION	DEADLINE	DESCRIPTION
1	SEVERE	Remediation or CAP required within 24 hours from the date of Issue of RSRI Report	<b><u>Electrical and plumbing systems</u></b> failures, extreme flooding, sparking wires, severe structural damage, no heat, radiator issues, lead paint, fire safety, sewer backups, violations, etc.
2	DEFECTIVE	Remediation or CAP within 30 days from the date of Issue if the RSRI Report	Non-functioning light and toilet fixtures, holes in walls, minor leaks, problems with doors and locks, broken and missing tiles, etc.
3	NON-HAZARDOUS	Remediation or CAP within 60 days from the date of Issue of the RSRI Report	Graffiti, broken and missing tiles, etc.

### Responding to the RSRI Report and CAP

Once the RSRI reports are issued to the Providers, the Providers must proceed as set forth below:

- For Severe/Category 1 Items Identified at Walk-Through:

- The Provider must address items either through remediation or submission of a remediation plan within 24 hours.
- If a CAP is required for any of the items listed in (ii) and (iii) below, the Provider can indicate in the CAP whether or not remediation has been completed for Severe/Category 1 items identified during the inspection, and attach the responses that it previously submitted to DHS, in accordance with the 24-hour timeframe.
- For Severe/Category 1 items:

Submit a CAP, which must contain the signature of the Executive Director for all the items identified within (5) days of receipt of the RSRI Report.

- The CAP must describe the Provider's plan for remediating each Unsatisfactory item within the timeframe(s) described in the RSRI Report.
- If a CAP is not submitted within five (5) days, DHS will send a reminder letter to the Provider, who must address the item within 24 hours.
- If there are **severe issues** and the Provider fails to submit a CAP within the required timeframe, the RSRI Inspector sends a "Severe CAP Letter" informing the Provider that the CAP is overdue and must be submitted within 24 hours.
- If the Provider fails to respond to the "Severe CAP Letter" and has not submitted the CAP, DHS may send a Non-Compliance Referral to ORCA to initiate an Enforcement Conference.
- For item which is **not** Severe/Category 1:
  - Submit a CAP, which must contain the signature of the Executive Director, for any and all items that have been identified as Unsatisfactory within 14 business days from the date of receipt the RSRI Report.
  - The CAP must describe the Provider's plan for remediating each Unsatisfactory item within the timeframe(s) described in the RSRI Report.
  - If the Provider fails to submit a CAP within 14 days, the DHS Inspector sends a "Notice of Non-Compliance" informing the Provider that the CAP must be submitted within three (3) business days.
- If the Provider fails to respond to the "Notice of Non-Compliance" and has not submitted the CAP as required in either (ii) or (iii) above, DHS may send a Compliance Referral to ORCA to initiate an Enforcement Conference in accordance with the Department's Compliance Procedure.

- The Provider must send a copy of the RSRI Report to their Executive Director and Chair of the Board when submitting a CAP to DHS.
- Once a CAP is submitted, DHS will review it. DHS reserves the right to reject the CAP, in whole or in part. DHS will work with the Provider to come up with acceptable solutions.
- DHS reserves the right to conduct a re-inspection to verify the remediation of any condition for which it deems the provider's response to be insufficient.

### **Re-inspection**

After the Provider submits the CAP, DHS may schedule a re-inspection, based on the CAP.

- At the facility, the DHS Inspector signs in and waits for the building escort (Provider, Landlord, etc.).
- The Inspector refers to the CAP and proceeds to re-inspect the specified areas.
- At the end of the inspection, the DHS Inspector conducts an exit conference with the escort.
- The DHS Inspector returns to the DHS Office and updates the CAP with the status of the re-inspection.

### **Enforcement Referrals to ORCA**

The Enforcement referral to ORCA is initiated when the Provider:

- Fails to submit a CAP pursuant to a Severe CAP Letter or Notice of Non-Compliance.
- Fails to demonstrate that it has properly addressed the conditions listed in the RSRI Report.
- Fails to demonstrate that it has properly addressed the conditions pursuant to inspections by oversight agencies (Comptroller, DOB, HPD, DOI, etc.).

**Exception:** Agreed upon conditions, which require capital construction measures that have been identified and addressed in the CAP or other conditions where DHS has approved an extension of time required for repair, will not be subject to Enforcement

Referrals. Such extensions are granted at DHS' discretion. The Facility and Logistics Division will monitor these matters as part of its project management portfolio.

DHS must include all relevant information regarding a Provider's non-compliance when making an Enforcement Referral to ORCA.

The following documents must be submitted with an Enforcement Referral:

- Copy of the RSRI inspection report;
- Provider's CAP or responses;
- Any relevant communications between the responsible DHS Division and the Provider; and
- Copy of the Notice of Non-Compliance

### **Recoupment and/or Withholding of Funds**

- DHS reserves the right to chargeback and/or withhold all expenses incurred by the Department in correcting a Deficiency (including, but not limited to, labor and materials) from funds due or scheduled to become due to the Provider under its contract with DHS or other DHS-funding arrangement.
- In the event DHS chargebacks and/or withholds funds, such chargeback and/or withholding will come from funds allocated in the Budget for Administrative Overhead where the deficiency is the Provider's responsibility either under its lease for the facility or due to the Provider's ownership of the facility. Where the deficiency is the responsibility of the landlord under the lease, the chargeback and/or withholding shall come from funds allocated to Administrative Overhead in the budget.
- The Provider is prohibited from using funds in the budget designated for a purpose other than Administrative Overhead to pay for or offset any chargeback and/or withholding by DHS.

### **Withholding of Funds**

For deficiencies requiring long-term remediation, DHS expects the Provider to adhere to the timeframes described in the scope of work or CAP. Where DHS determines that the Provider's progress towards completing the remediation of a deficiency is not adhering to the agreed upon timeframes, DHS may withhold any funding in the Provider's budget designated for such work.

Withholding of funds may be surrendered at DHS's discretion or as follows:

- 50% of the withheld amount to be released once the Provider submits a plan that demonstrates it has engaged with its consultants,

subcontractors, etc. to resolve the deficiency (submitted supporting documentation, i.e., contracts, letters of intent, etc.).

- The remaining 50% to be released once the deficiency has been properly addressed per the requirements set forth in the DHS Maintenance Policy Manual.

The Provider may request the release of withheld funds in extenuating circumstances or undue hardship.

### **Chargebacks to Contract**

- The Department reserves its right to correct any deficiency through the use of its contractors, subcontractors, other entities or staff to resolve any outstanding deficiency. This remedy is in addition to, and not in lieu of, any other remedies the Department may have under its contract with the Provider or law.
- Where the Provider fails to correct any deficiency within the designated timeframe(s) as described in the RSRI Report, and the Department determines to use its resources to correct the deficiency, the Facilities and Logistics Division will issue a Notice to the Provider no less than 24 hours of the expected date of the Department's work to correct the deficiency. The Notice will inform the Provider of the deficiency to be corrected, the expected scope of work to be undertaken by the Department or its agents and the expected date and time of the work. The Notice will also serve as the Department's official notice to the Provider of its intent to recoup all expenses incurred by DHS in correcting the deficiency, in accordance with the Procedure and the Department's contract with the Provider, where applicable.
- The amount of chargeback will be based on the prevailing wage(s)/labor costs and costs of material(s) that the Department used to correct the deficiency(ies), as determined by the Facilities and Logistics Division. Where DHS has corrected any deficiency through the use of its staff, contractors, subcontractors, other entities or staff, the Facilities and Logistics Division will calculate the amount of the recoupment and submit a detailed written determination to the Department's Office of Legal Affairs ("OLA") and Finance Division ("Finance") for review and approval.
- Upon approval of the Facilities and Logistics Division's determination of the amount of the chargeback from funds due or scheduled to become due to the Provider, OLA and Finance will issue a written notification to the Provider describing the basis for such action(s) to be taken.

*Effective Immediately*

**REFERENCES:**

18 NYCRR § 352.3

18 NYCRR § 352.8

18 NYCRR § 900 et seq, including but not limited to 18 NYCRR §§ 900.5, 900.11, and § 900.12

18 NYCRR § 491 et seq, including but not limited to 18 NYCRR § 491.10

**RELATED ITEMS:**

DHS Procedure No. 10-210 (Facility Access)

94 ADM 20

Human Services Standard Contract Section 1.01(l)

Consent Decree, Callahan v. Carey (1981)

**DEFINITIONS**

- **Corrective Action Plan (CAP)** - A detailed proposal which lists deadlines for correcting or curing the deficiencies listed in a Routine Site Review Inspection (RSRI) Report. The CAP may include evidence, e.g., photographs, invoices, etc., which demonstrates the correction of conditions listed in the subject RSRI Report.
- **Enforcement Conference** - A conference convened by the Office of Regulatory Compliance and Accountability (ORCA) and issued pursuant to a Notice of Enforcement and the process outlined in the Department's Shelter Compliance Procedure, DSS contracts (if applicable), laws, codes, regulations and rules governing the provision of temporary housing assistance including, but not limited to, the Housing Maintenance, Building, and Fire Codes.
- **Law(s)** - The New York City Charter (Charter), the New York City Administration Code (Admin. Code), a local rule of the City of New York, the Constitutions of the United States of America and State of New York, a statute of the United States of America or State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.
- **Provider** - Any person, entity, or organization that provides shelter or operates a shelter on behalf of the DHS.
- **Routine Site Review Inspection (RSSI) Report** - An examination conducted by DHS pursuant to the process outlined in this Procedure. An RSRI Report constitutes an inspection and an audit pursuant to Article V of the Human Services Standard Contract and Section 5.04 of Appendix A of the Human Services Standard Contract.



- **Shelter** - Temporary housing as defined by 18 NYCRR Part 352.35 (b) (3), and any unit, hotel room, apartment, apartment building, hotel, or location (contracted or not) utilized by the Department for the provision of THA.
- **Temporary Housing (TH)** - shelters authorized by 18 NYCRR §900 or 352.8 (a) & (b), §352.3 (e) and §491.
- **Temporary Housing Assistance** - A public assistance benefit provided temporarily for an eligible homeless individual or family to meet an immediate need for shelter.

## **APPENDICES**

1. Corrective Action Plan
2. Severe CAP Letter
3. Notice of Non-Compliance
4. Scoring Methodology

## Appendix 1

CORRECTIVE ACTION PLAN						
RSRI Inspection Date:			Location:			
			Shelter Director: _____			
			Signature: _____		Date: _____	
Defect	Deficiency Type	Comments	Start Date	End Date	Remarks	Tracking No. W/O Number
					<input type="checkbox"/> Completed by ____/____/____ <input type="checkbox"/> To be Completed BY ____/____/____	
					<input type="checkbox"/> Completed by ____/____/____ <input type="checkbox"/> To be Completed BY ____/____/____	
					<input type="checkbox"/> Completed by ____/____/____ <input type="checkbox"/> To be Completed BY ____/____/____	
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					<input type="checkbox"/> Completed by ____/____/____ <input type="checkbox"/> To be Completed BY ____/____/____	

## Appendix 2



### Facilities and Logistics

Steven Banks  
Commissioner

Joslyn Carter  
DHS Administrator

James Russo  
Deputy Commissioner

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33 Beaver Street, 12th Floor  
New York, NY 10004

212.361.8600 tel  
917.637.8002 fax

Date

Name  
Address

Re: "Severe CAP Letter"—Notice of Non-Compliance

Dear [addressee]:

On [date], you were sent a copy of the latest Routine Site Review Inspection (RSRI) report for an inspection that was conducted on [date]. As indicated in the cover letter and RSRI report, you were notified that there are/is \_\_\_ severe condition(s) that required response(s) to verify that the conditions have been remediated or describe a corrective action plan to remediate the condition(s) within 24 hours from receipt of the RSRI report. Our records indicate that you did not respond to the severe condition(s). You must submit your response within 24 hours from the date of receipt of this Notice by [date]. Failure to comply with this Notice may result in a referral to the Department of Social Services' Office of Regulatory Compliance and Accountability for an enforcement conference.

If you wish to request another copy of your facility's results, please contact my Administrative Assistant at (XXX) XXX-XXXX. If you have any questions, please feel free to contact me directly at (XXX) XXX-XXXX.

Sincerely,

James Russo  
Deputy Commissioner

## Appendix 3



### Facilities and Logistics

**Steven Banks**  
Commissioner

**Joelyn Carter**  
DHS Administrator

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Deputy Commissioner

[jrusso@dhs.nyc.gov](mailto:jrusso@dhs.nyc.gov)

33 Beaver Street, 12th Floor  
New York, NY 10004

212.361.8600 tel  
917.637.8002 fax

Date:

Name

Address

Re: "Notice is Non-Compliance"—Routine Site Review Inspection (RSRI)

Dear:

On [date], you were sent a copy of the latest RSRI report for an inspection that was conducted on [date]. As previously mentioned, items rated less than satisfactory require a written Corrective Action Plan that describes either the completed work done to remediate the unsatisfactory condition(s) or a plan to remediate the unsatisfactory condition(s), including steps already taken and an estimated date of completion for the remediation. This response should have been completed within 14 business days from receipt of the RSRI report and forwarded to my office. Our records indicate that you have not submitted a Corrective Action Plan.

Please note that there were XX unsatisfactory scores on the RSRI report that required a response. You are required to submit the outstanding response(s) within three (3) business days from the date of receipt of this Notice. Failure to comply with this Notice may result in a referral to the Department of Social Services' Office of Regulatory Compliance and Accountability for an enforcement conference.

To request another copy of your facility's results, please contact my Administrative Assistant at (XXX) XXX-XXXX. If you have any questions, please feel free to contact me directly at (XXX) XXX-XXXX.

Sincerely,

James Russo  
Deputy Commissioner

## Appendix 4

### SCORING METHODOLOGY (page 1 of 2)

The following chart outlines the scoring methodology applied to all RSRI Report questions:

SCORING GUIDELINE	CATEGORY BREAKDOWN
<p><b>1-Excellent:</b> Condition where a building, building component, or individual item <u>performs as designed</u>. In the case of cleanliness, no dirt, debris, or graffiti is discovered during the inspection for the item being scored.</p> <p><b>2-Very Good:</b> Condition where a building, building component, or individual item <u>needs minor repair</u>. In the case of cleanliness, minor dirt, debris or graffiti is discovered in parts of the facility during the inspection for the item being scored.</p> <p><b>3-Satisfactory:</b> Condition where a building, building component, or individual item performs as it is designed, but <u>needs minor repair</u> to make it 100% operational. In the case of cleanliness, some dirt, debris, or graffiti is discovered in several areas during the inspection for the item being scored.</p> <p><b>4-Unsatisfactory:</b> Condition where a building, building component, or individual item <u>needs major repair</u> in order to function or is <u>non-functional</u>. In the case of cleanliness, dirt, debris, or graffiti is discovered in all parts the facility during the inspection for the item being scored.</p>	<p><b>1-Cleanliness:</b> Inspectors examine the facility to see if the facility is free of dirt, debris, marks, and stains. Floors are inspected for dirt, wax build-up, and garbage. Inspection of walls and ceilings include graffiti and stains from a variety of encounters; including water, food residue, and foot prints. Windows are checked for soot and general household dirt accumulations. In addition, kitchens are inspected for grease build-up.</p> <p><b>2-Structural Integrity:</b> Inspectors identify broken or worn items throughout the facility. Various items are inspected to determine if they are operational and/or missing. Examples include water faucets, bathroom doors and partitions, door closures, window screens and guards, light switches and fixtures, and similar items.</p> <p><b>3-Management:</b> Inspectors review administrative logs and records that include: Fire drills, facility violations, budgets, headcount, recordkeeping related to inventory supplies and work order tickets, and various facility inspections required by the FDNY, DOB, New York State, and other oversight agencies.</p>

## Appendix 4

### SCORING METHODOLOGY (page 2 of 2)

Each individual RSRI Report question has a point structure. Questions are scored starting with **Excellent** receiving a score of '100' and **Unsatisfactory** receiving a score of '0'.

The RSRI Report generates two scores:

- a. The **Shelter** score which accounts for all items in the RSRI Report.
  - b. The **Provider** score.
- Upon mutual, written agreement by both DHS and the Provider, designated questions may be eliminated from scoring due to items that are not classified as maintenance and repair items, but deemed capital projects. While these items are not scored for RSRI Report purposes, they are included as capital projects on the RSRI Report and the Provider shall deliver a capital plan to MRCC.
  - Both the operator and the facility score are weighted as follows: 60% for cleanliness, 30% for integrity, and 10% for management.
  - Questions that are marked not applicable are eliminated from the scoring system.
  - **PERFORMANCE EVALUATION RATING:** To convert the weighted score (numerical) to the equivalent Performance Evaluation Rating, the following chart demonstrates the related values.
  - Approximately 13% of the overall Performance Evaluation Rating is directly related to the *RSRI Report* average score for each building.

Numeric Score	Performance Evaluation Rating
> 90	Excellent
81 - 90	Very Good
76 - 80	Satisfactory
<76	Unsatisfactory



November 1, 2018

**ADDENDUM #1**

**RE: Shelter Facilities for Homeless Single Adults Request for Proposals**

**EPIN: 07119I0001**

Pursuant to Sections 3-02 (i) and 3-16 (o) (2) of the Procurement Policy Board (PPB) Rules, the Department of Homeless Services is issuing Addendum #1 to the Shelter Facilities for Homeless Single Adults Request for Proposals (RFP), EPIN 07119I0001.

**I. REVISION TO RFP**

I.       **Revision to the Shelter Facilities for Homeless Single Adults Request for Proposals (RFP)**  
EPIN: 07119I0001

Please be advised that the subject Request for Proposals is revised as described below. All new language is **bolded and underlined**. Language that is crossed out is being deleted from the Request for Proposals.

Page 2 of the RFP, Basic Information, Proposal Due Date, is revised as follows:

Proposal Due Date	This is an "Open-Ended" RFP. Therefore, proposals will be accepted and reviewed on an on-going basis until the available permanent capacity has been met. Proposals will be accepted beginning on <del>October 30, 2018</del> <b><u>December 17, 2018 at 2:00pm.</u></b>
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December 13, 2018

**ADDENDUM #2**

**RE: Shelter Facilities for Homeless Single Adults Request for Proposals**

**EPIN: 07119I0001**

Pursuant to Sections 3-02 (i) and 3-16 (o) (2) of the Procurement Policy Board (PPB) Rules, the Department of Homeless Services is issuing **Addendum #2** to the Shelter Facilities for Homeless Single Adults Request for Proposals (RFP), EPIN 07119I0001.

**I. REVISIONS TO RFP**

I.       **Revisions to the Shelter Facilities for Homeless Single Adults Request for Proposals (RFP)**  
EPIN: 07119I0001

Please be advised that the subject Request for Proposals is revised as described below. All new language is **bolded and underlined**. Language that is crossed out is being deleted from the Request for Proposals.

Page 2 of the RFP, Basic Information, Proposal Due Date, is revised as follows:

Proposal Due Date	This is an "Open-Ended" RFP. Therefore, proposals will be accepted and reviewed on an on-going basis until the available permanent capacity has been met. Proposals will be accepted beginning on <del>December 17,</del> <b><u>December 27,</u></b> 2018 at 2:00pm.
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December 24, 2018

**ADDENDUM #3**

RE: Shelter Facilities for Homeless Single Adults Request for Proposals

EPIN: 07119I0001

Pursuant to Sections 3-02 (i) and 3-16 (o) (2) of the Procurement Policy Board (PPB) Rules, the Human Resources Administration is issuing **Addendum #3** to the Shelter Facilities for Homeless Single Adults Request for Proposals (RFP), EPIN 07119I0001.

- I. QUESTIONS AND ANSWERS**
- II. POWERPOINT FROM HHS ACCELERATOR**
- III. SIGN-IN SHEETS FROM PRE-PROPOSAL CONFERENCE**

**I. QUESTIONS AND ANSWERS**  
**EPIN: 07119I0001**

- 1. Question:** Will there be any subsidies towards moving clients on from the shelter?

**Answer:** Yes, there are various rental subsidies that an individual client can utilize depending upon what they may qualify for. The following subsidies are currently available for eligible clients: Special One-Time Assistance (SOTA), The CITYFEPS Rent Supplement Program, One Shot Deal Emergency Assistance Program, Supportive Housing, and General Population Housing.

- 2. Question:** Will there be any NYCHA apartments allocated towards moving out clients from the shelter?

**Answer:** At this time there are no New York City Housing Authority (NYCHA) units set aside, however clients may apply for all housing options.

- 3. Question:** Will there be any HPD apartments allocated towards moving out clients?

**Answer:** At this time, there are no Housing Preservation Department (HPD) units set aside. However, clients may apply for all housing options.

- 4. Question:** How firm is the one year provided towards moving individuals on from shelter?

**Answer:** DHS encourages providers to move clients as expeditiously as possible from shelter to viable housing options.

- 5. Question:** Will there be penalties involved for individuals who stay longer?

**Answer:** Clients' length of stay in shelter is one of the key areas that contribute to the provider's overall shelter performance score (SPS). Clients' length of stay may impact a shelter's scorecard.

- 6. Question:** Will the shelter be connected with DHS in order to move clients on to supportive housing opportunities?

**Answer:** DHS will assist depending upon what supportive housing categories clients are approved for. There are certain supportive housing categories that providers and clients can search for independently.

7. **Question:** It was mentioned that the type of shelter will be specified (i.e. General population, mental health, etc.). Can you please go into a little more detail of where in the RFP this will be or should be addressed?

**Answer:** The RFP was drafted to fit whichever model your organization proposes, e.g., mental health, employment, etc. Sample models from OTDA are included within the RFP. In the price proposal, proposers are asked to follow the model budget because different ratios will apply depending on the shelter model selected.

8. **Question:** On page 11 of the RFP, under D.I.a.ii, it states “the contractor will designate an employment specialist...” which implies that this is a required position. However, this is a position that is only allowable under the model budget parameters for an Employment Shelter (but not for general population, mental health, etc.). Could you please clarify this in the addendum?

**Answer:** If the provider believes an Employment Specialist will improve the service needs of clients, the provider may propose for an Employment Specialist at the shelter, with a description of the position’s responsibilities and services.

9. **Question:** Does the shelter site require a sprinkler system?

**Answer:** Yes, however this requirement is dependent on Department of Building (DOB) codes. All shelters must meet DOB requirements.

10. **Question:** Does the site need a fire panel system?

**Answer:** Yes, all proposed sites will need a fire panel system.

11. **Question:** Can you give any guidance on what dollar amount is a reasonable request per bed annually?

**Answer:** This information cannot be provided.

12. **Question:** Is there a maximum or minimum number of beds we can request for annually?

**Answer:** The maximum capacity of beds at a single adult shelter is 200 clients.

13. **Question:** Is it okay to request funding for some beds within a larger facility that includes both emergency and transitional housing?

**Answer:** Yes, a proposer can propose beds within a larger facility that includes both emergency and transitional housing.

**14. Question:** Can we focus on a specific sub-population in accepting referrals from DHS? Specifically, can we work with DHS to target homeless individuals with a history of criminal justice involvement?

**Answer:** Depending upon the program type shelter that is needed, a focus on a specific sub-population can be requested but not necessarily honored.

## **II. POWERPOINT FROM HHS ACCELERATOR**



**Mayor's Office of  
Contract Services**

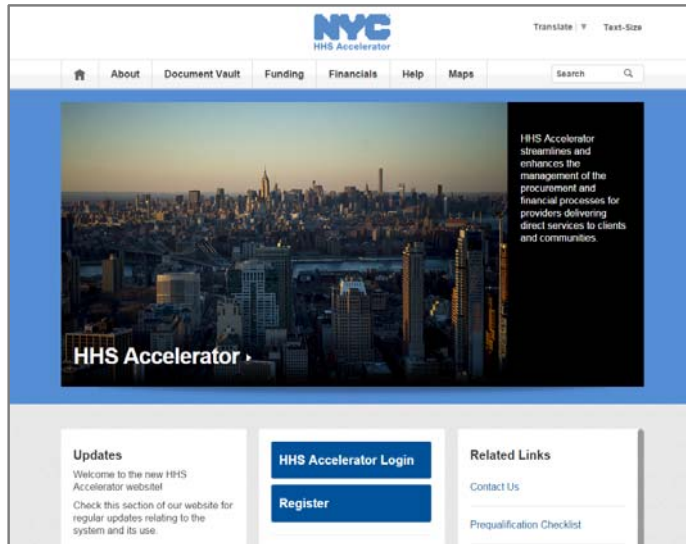


**HHS ACCELERATOR**

**Pre-Proposal Conference**



The HHS Accelerator System was launched to simplify and improve the competitive contract process for Health and Human Service providers.



- Agencies publish all Request for Proposals (RFP) Documents in the HHS Accelerator System.
- Prequalified providers approved for relevant Services are “Eligible to Propose” and can submit proposal(s) after RFPs are released.
- **Providers must submit proposals through the HHS Accelerator System by the proposal due date and time (2 pm).**

## Need Help?

Contact [help@mocs.nyc.gov](mailto:help@mocs.nyc.gov)

## Eligibility is determined through a two-part prequalification Application.

### Business Application

- Establish corporate identity
- Confirm annual regulatory filings
- Board structure and policies.

1 Box turns blue to indicate completion.

2 \* Indicates required field.

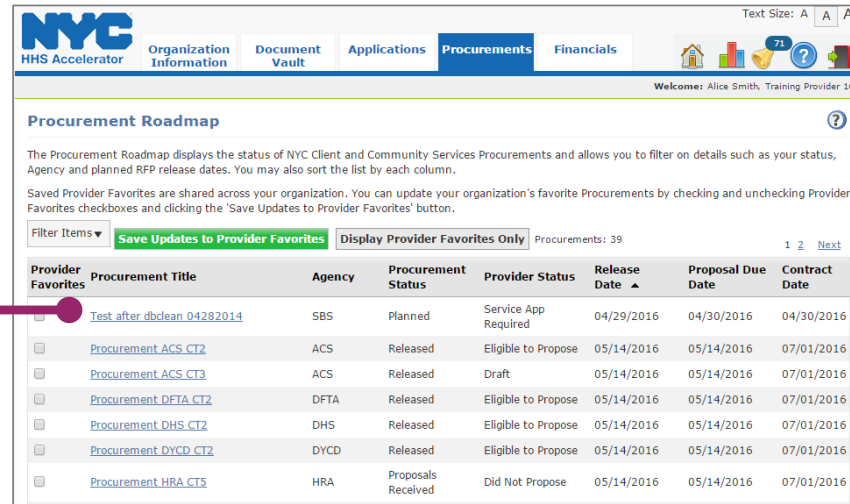
### Service Application

- Browse and search the Client and Community Services Catalog to select services
- Establish track record of service delivery.

3 Options to demonstrate service record:

- Contract/Grant
- Key Staff Resume
- Statement.

Click the “**Procurement Title**” link to access the Proposal Summary tab.



**NYC HHS Accelerator** Organization Information Document Vault Applications **Procurements** Financials

Welcome: Alice Smith, Training Provider 16

### Procurement Roadmap

The Procurement Roadmap displays the status of NYC Client and Community Services Procurements and allows you to filter on details such as your status, Agency and planned RFP release dates. You may also sort the list by each column.

Saved Provider Favorites are shared across your organization. You can update your organization's favorite Procurements by checking and unchecking Provider Favorites checkboxes and clicking the 'Save Updates to Provider Favorites' button.

Filter Items [Save Updates to Provider Favorites](#) [Display Provider Favorites Only](#) Procurements: 39 1 2 Next

Provider Favorites	Procurement Title	Agency	Procurement Status	Provider Status	Release Date	Proposal Due Date	Contract Date
<input type="checkbox"/>	<a href="#">Test after dbclean 04282014</a>	SBS	Planned	Service App Required	04/29/2016	04/30/2016	04/30/2016
<input type="checkbox"/>	<a href="#">Procurement ACS CT2</a>	ACS	Released	Eligible to Propose	05/14/2016	05/14/2016	07/01/2016
<input type="checkbox"/>	<a href="#">Procurement ACS CT3</a>	ACS	Released	Draft	05/14/2016	05/14/2016	07/01/2016
<input type="checkbox"/>	<a href="#">Procurement DFTA CT2</a>	DFTA	Released	Eligible to Propose	05/14/2016	05/14/2016	07/01/2016
<input type="checkbox"/>	<a href="#">Procurement DHS CT2</a>	DHS	Released	Eligible to Propose	05/14/2016	05/14/2016	07/01/2016
<input type="checkbox"/>	<a href="#">Procurement DYCD CT2</a>	DYCD	Released	Eligible to Propose	05/14/2016	05/14/2016	07/01/2016
<input type="checkbox"/>	<a href="#">Procurement HRA CT5</a>	HRA	Proposals Received	Did Not Propose	05/14/2016	05/14/2016	07/01/2016

Click “**Add New Proposal**” to begin your response to the RFP.

**Procurement:** Supportive Employment Shelter [Exit Procurement](#)

[Procurement Summary](#) [Services and Providers](#) [RFP Documents](#) [Proposal Summary](#)

**Procurement Status:** Released  
**Provider Status:** Eligible to Propose

### Proposal Summary

Use this section to manage Proposals to this RFP. For each Proposal you submit, your score and rank will be shared with your organization leadership after the Contract Start Date is set and the Procurement status is closed. If you are a user with Level 2 permissions, you will have access to this information.

✓ You're eligible to submit a proposal to this RFP. Use the section below to manage your Proposal(s).

[Add New Proposal](#) **Proposal Due Date :** 08/28/2013 02:00 PM

Proposal Title	Evaluation Score	Rank	Status	Last Modified	Last Modified By	Actions
No Proposals have been added.						

## Review the Proposal Submission Instructions in the RFP for guidance.

### Proposal Details

- Enter a **“Provider Contact”** who is responsive.
- Select the correct Competition Pool, where applicable.
- Enter the location where the program will be implemented..

**Procurement: SBS Proc 7**

Proposal Status: Draft

**Proposal Details: Ueber Proposal**

Please enter requested information in the sections below.  
\* Indicates required fields

**Basic Information**

- \* Proposal Title: Ueber Proposal
- \* Competition Pool: One

**Provider Contact**

- \* Select a member from your organization: Cthree PO
- Name: Cthree PO
- Office Title: Board Chair / President
- Email Address: c3po@mailinator.com
- Phone: 512.666.6667

**Service Unit**

- \* Total Number of Service Units: 15
- \* Total Funding Request(\$): 2,500,000.00
- \* Cost per Service Unit(\$/unit): 166,666.67

**Questions**

- \* How will you fulfill your plan?: abcdefg
- \* Why will you succeed?: imma

**Service Site Information**

Please enter an address for each site where your organization proposes to deliver services.

Site Name	Address 1	Address 2	City	State	Zip Code	Action
Makizushi	1 Kuromachi		Narashino-shi	NY	11201	I need to...

Buttons: Save, Save & Next

### Proposal Documents

- Upload all the **“Required Documents”** by using the Actions drop-down list.

**Procurement: Supportive Employment Shelter**

Proposal Status: Draft

**Proposal Documents: Proposal 1**

Use this section to upload Proposal documents. You may select documents already stored in your Document Vault or upload new ones. You will not be able to submit your Proposal unless all required documents are uploaded.

**Required Documents**

Document Name	Document Type	Status	Last Modified	Last Modified By	Actions
N/A	Proposal	Not Started	N/A	N/A	I need to... Upload Document
N/A	Certificate of Insurance	Not Started	N/A	N/A	Select Document from Vault
N/A	Certificate of Occupancy	Not Started	N/A	N/A	I need to...

**Optional Documents**

No optional documents were selected for this procurement.

Buttons: Back, Next

Proposals must be submitted by 2 pm on the due date in the system.

## Submit Proposal

- Check off the attestation boxes, enter your “User Name” and “Password” and click the “Submit Proposal” button.

Procurement: SBS Proc 7

Procurement Summary Services and Providers RFP Documents **Proposal Summary** Exit Procurement

Proposal Details Proposal Documents **Submit Proposal** Proposal Status: Draft

**Submit Proposal: Ueber Proposal** Proposal Summary ?

Please review the terms and conditions and the checkboxes below, and enter your User Name and Password to submit your organization's Proposal.

☒ I have read the Terms and Conditions and have reviewed the [Standard Contract and Appendix A - General Provisions Contracts for Consultants, Profession, Technical, Human and Client Services](#).

☒ I acknowledge that I have reviewed the documents in the RFP Documents tab, including all Addenda to this Solicitation, if applicable.

☒ Compliance with Iran Divestment Act - Pursuant to General Municipal Law §103-9, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the proposer submits the following certification: By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

User Name:

Password:

**Submit Proposal**

## Proposal Status

- Once your proposal has been submitted, your organization's status will change from Draft to Submitted.

Procurement: Procurement ACS CT2

Procurement Summary Services and Providers RFP Documents **Proposal Summary** Exit Procurement

Procurement Status: Released  
Provider Status: Submitted Proposal

**Proposal Summary** ?

Use this section to manage Proposals to this RFP. For each Proposal you submit, your score and rank will be shared with your organization leadership after the Contract Start Date is set and the Procurement status is closed. If you are a user with Level 2 permissions, you will have access to this information.

✓ Your proposal Untitled Proposal was successfully submitted.

+ Add New Proposal Proposal Due Date : 05/14/2014 02:00 PM

Proposal Title	Competition Pool	Status	Last Modified	Last Modified By	Actions
Untitled Proposal	Procurement ACS CT2	Submitted	07/29/2015	Ryan Smith	I need to... View Proposal Details View Proposal Documents Retract Proposal

### **III. SIGN-IN SHEETS FROM PRE-PROPOSAL CONFERENCE**

**DEPARTMENT OF SOCIAL SERVICES  
DEPARTMENT OF HOMELESS SERVICES  
For**

**Shelter Facilities for Homeless Single Adults RFP - EPIN: 0711910001**

**Pre-Proposal Conference**

**DATE: November 14, 2018**

PRINT AGENCY/COMPANY NAME	PRINT ADDRESS	TELEPHONE & FAX	PRINT CONTACT PERSON	PRINT E-MAIL ADDRESS
1 Bouquet Residents' Committee (BRC)	131 W. 25th St, NY, NY 10001	212-803-5700	Enca Jordan	ejordan@brc.org
2 Services for the underserved NY, NY 10018	463 7th Ave, 17th Fl 29-76 Northern Blvd Long Island City, NY 11101	646-565-5822	Keri West	west@sfus.org
3 The Fortune Society	475 Riverside Drive N.Y.N.Y. 10115	347-510-3613	Jill Rokumba	jrookumba@fortune-society.org
4 Lutheran Social Service of NY	1053 Washington Ave Brooklyn NY 11215	212-870-1117	Ray Gonzalez	rgonzalez@lssny.org
5 Urban Redevelopment Initiative, Inc		718 265-4578	Fasimila Ellis-Cortese	urbredevel@ymail.com
6 Urban				
7 Angela L. Scott Fortune Society	625 W 140th St New York NY 10031	(212) 690-6202 x 5316	Angela L. Scott Sr. Director	alscott@fortune-society.org
8 Fortune Society	(see above)	(212) 690-6202 x 5371	Caitlin Smith	csmith@fhsociety.org
9 Kings Hotel, Inc	24th Atlantic Ave Brooklyn NY 11233	846 739-4149	William Esposito	william.esposito@kingsman.com
10				

# Pre-Proposal Conference

EPIN: 0711910001

PRINT AGENCY/COMPANY NAME

PRINT ADDRESS

TELEPHONE & FAX

PRINT CONTACT PERSON

PRINT EMAIL ADDRESS

11	Ronnie Silverman HELPS USA	115 E. 13 <sup>th</sup> St. NY, NY 10003	(212) 400-7032	Ronnie Silverman	rsilverman@helpsusa.org
12	HELPS USA	115 E 13 <sup>th</sup> St, NY, NY 10003	212-400-7032	Angela Batista	abatista@helpsusa.org
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February 13, 2019

**ADDENDUM #4**

**RE: Shelter Facilities for Homeless Single Adults Request for Proposals (RFP)**

**EPIN: 07119I0001**

Pursuant to Sections 3-02 (i) and 3-16 (o) (2) of the Procurement Policy Board (PPB) Rules, the Department of Homeless Services is issuing **Addendum #4** to the Shelter Facilities for Homeless Single Adults Request for Proposals (RFP), EPIN 07119I0001.

- I. **REVISIONS TO THE RFP**
- II. **REVISED ATTACHMENT C – PROPOSAL BUDGET SUMMARY FORM**

I. **Revisions to the Shelter Facilities for Homeless Single Adults Request for Proposals (RFP)**  
**EPIN: 07119I0001**

Please be advised that the subject Request for Proposals is revised as described below. All new language is **bolded and underlined**. Language that is crossed out is being deleted from the Request for Proposals.

Page 4 of the RFP, Proposal Submission Information – Custom Questions, is revised as follows:

<b>Custom Questions</b>	<ul style="list-style-type: none"><li>• Enter the number of Single MALE Adult Beds.</li><li>• Enter the number of Single FEMALE Adult Beds.</li><li>• Enter Community District.</li><li>• Enter Block and Lot Number.</li><li>• Enter Zoning District Designation.</li><li>• Enter number of floors in building.</li><li>• Enter average square foot per floor.</li><li>• Facility is ADA compliant. Enter Yes or No.</li><li>• Facility is currently occupied. Enter Yes or No.</li><li>• Facility is under jurisdiction of City, State, or Federal Regulations. Enter Yes or No.</li><li>• <b><u>Enter proposed per diem rate with rent.</u></b></li><li>• <b><u>Enter proposed per diem rate without rent.</u></b></li></ul>
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Page 9 of the RFP, Section 2 – Program Expectations and Proposal Instructions, B. Intake, Case Management and Residential Services, 1. Program Expectations, c. Housing Specialist Services, is revised as follows:

The role of the Housing Specialist includes, but is not limited to, the following:

- Securing a pool of available apartments of all sizes and rent levels to be offered to housing-ready families **single adults**.

Page 17 of the RFP, Section 2 – Program Expectations and Proposal Instructions, I. Budget Management, 2. Proposal Instructions, is revised as follows:

- b. Complete and attach the Proposal Budget Summary (Attachment C).
  - i. Use the included Sample Budget Model Chart (Attachment D) to calculate the corresponding per-diem rates in Line Item A of the Proposed Budget Summary.
  - ii. **The budgetary categories listed on the 'Budget Summary' tab will populate automatically when entries are made within the 'Line Item A' tab. However, the organizational information located on the top of each tab must be filled out manually.** All non-applicable line items must be given a value of \$0.00
  - iii. Justification for each cost item with a description of how the budget will support the proposal, including the identification and justification of all Personnel and Other than Personnel Services (OTPS), including administrative costs and fringe benefits.

**II. Revised Attachment C – Proposal Budget Summary Form for the Shelter Facilities for Homeless Single Adults Request for Proposals (RFP)**  
**EPIN: 07119I0001**

Please note that the revised Proposal Budget Summary form (Attachment C) includes a revision to the per diem rate formula contained in Cell D165 of the “Line Item A” tab. The revised Proposal Budget Summary form has been uploaded to HHS Accelerator. Please use the revised form in your proposal.



August 25, 2021

#### **ADDENDUM # 5**

Re: TITLE: Shelter Facilities for Homeless Single Adults  
EPIN: 07119I0001  
Source: HHS Accelerator

Pursuant to Sections 3-02 (i) and 3-16 (o) (2) of the Procurement Policy Board (PPB) Rules, the Department of Homeless Services is issuing **Addendum # 5** to Shelter Facilities for Homeless Single Adults Open Ended RFP, 07119I0001 on HHS Accelerator.

This notification is to advise that this RFP is no longer open for submission on HHS Accelerator. If you are interested in submitting a proposal for available units, please follow the steps below to locate the solicitation on PASSPort.

#### **How to locate the new Open-Ended RFP on PASSPort**

1. Visit <http://nyc.gov/passport>
2. Locate and click the "Search Funding Opportunities in PASSPort" button to access the Public Portal
  - Public Portal provides the general public with a list of all solicitations or RFx that are available across City agencies.
3. In the Keywords field, type "Shelter Facilities for Homeless Single Adults"
4. Learn more about the solicitation by clicking the pencil icon on the left. This will open the View RFx screen which contains additional information about the RFx.
5. Log into PASSPort to start your proposal
  - Public Portal allows you to view potential opportunities, but to submit a response, you must have and log into your PASSPort account to start the response process.

**Additional resources, including how to create a PASSPort Account can be found [here](#).**

TITLE: Shelter Facilities for Homeless Single Adults  
EPIN: 07122P0012  
Source: PASSPort