

BOARD of SUPERVISORS



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MEMORANDUM

TO: Shireen McSpadden, Executive Director, Department of Homelessness and Supportive Housing
Dr. Grant Colfax, Director, Department of Public Health

FROM: John Carroll, Assistant Clerk, Government Audit and Oversight Committee,
Board of Supervisors

DATE: February 2, 2022

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Supervisor Walton on January 25, 2022:

File No. 220090

Ordinance amending the Administrative Code to establish the Shelter Grievance Advisory Committee to advise the Department of Homelessness and Supportive Housing regarding policies and procedures for clients of City-funded shelters to appeal denial of shelter services; and to codify the City's Shelter Grievance Policy establishing an administrative appeal process for clients of City-funded shelters denied shelter services for violating a shelter's rules.

If you have any comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: Offices of Chair Preston and Supervisor Walton
Dylan Schneider, Department of Homelessness and Supportive Housing
Emily Cohen, Department of Homelessness and Supportive Housing
Bridget Badasow, Department of Homelessness and Supportive Housing
Greg Wagner, Department of Public Health
Dr. Naveena Bobba, Department of Public Health
Sneha Patil, Department of Public Health
Ana Validzic, Department of Public Health

1 [Administrative Code - Shelter Grievance Advisory Committee and Shelter Grievance Policy]

2

3 **Ordinance amending the Administrative Code to establish the Shelter Grievance**
4 **Advisory Committee to advise the Department of Homelessness and Supportive**
5 **Housing regarding policies and procedures for clients of City-funded shelters to appeal**
6 **denial of shelter services; and to codify the City’s Shelter Grievance Policy**
7 **establishing an administrative appeal process for clients of City-funded shelters denied**
8 **shelter services for violating a shelter’s rules.**

9

10 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
11 **Additions to Codes** are in *single-underline italics Times New Roman font*.
12 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.
13 **Board amendment additions** are in double-underlined Arial font.
14 **Board amendment deletions** are in ~~strikethrough Arial font~~.
15 **Asterisks (* * * *)** indicate the omission of unchanged Code
16 subsections or parts of tables.

14

15 Be it ordained by the People of the City and County of San Francisco:

16

17 Section 1. The Administrative Code is hereby amended by adding Article XXXVI,
18 consisting of Sections 5.36-1 through 5.36-6, to Chapter 5, to read as follows:

19

20 **ARTICLE XXXVI: SHELTER GRIEVANCE ADVISORY COMMITTEE**

21

22 **SEC. 5.36-1. CREATION OF SHELTER GRIEVANCE ADVISORY COMMITTEE.**

23 The Board of Supervisors hereby establishes the Shelter Grievance Advisory Committee (the
24 “Grievance Committee”) of the City and County of San Francisco.

25

1 **SEC. 5.36-2. MEMBERSHIP.**

2 The Grievance Committee shall be comprised of 13 members. Seats 1 through 12 shall be
3 appointed by the Local Homeless Coordinating Board, established under Article XXXI of Chapter 5 of
4 the Administrative Code, and Seat 13 shall be appointed by the Director of Health, as follows:

5 (a) Seats 1 through 4 shall each be held by a current or previous consumer of City temporary
6 shelter services in one or more of the following temporary shelter service categories: family shelters,
7 youth shelters, single adult shelters, navigation centers, or alternative shelter services (including, by
8 way of example but not limitation, tiny houses, safe sleeping sites, or recreational vehicle (RV) sites).

9 (b) Seats 5 through 8 shall each be held by persons who represent organizations or projects
10 providing one or more of the following shelter services in the City: family shelters, youth shelters,
11 single adult shelters, navigation centers, or alternative shelter services (including, by way of example
12 but not limitation, tiny houses, safe sleeping sites, or recreational vehicle (RV) sites).

13 (c) Seats 9 and 10 shall be held by persons who represent organizations or projects providing
14 shelter client advocate services in the City.

15 (d) Seat 11 shall be held by a person serving as arbitrator of shelter grievances under the
16 Shelter Grievance Policy, as described in Article XVIII of Chapter 20 of the Administrative Code.

17 (e) Seat 12 shall be held by any City resident with a demonstrated commitment to temporary
18 shelter services.

19 (f) Seat 13 shall be held by an employee of the Department of Public Health.

20
21 **SEC. 5.36-3. ORGANIZATION AND TERMS OF OFFICE.**

22 (a) Each member in Seats 1 through 12 shall serve at the pleasure of the member's appointing
23 authority for a term of four years.

1 **(b) If a vacancy occurs in Seats 1 through 12 on the Grievance Committee, the appointing**
2 **authority for the vacated seat shall appoint a successor to that seat, to complete the remainder of the**
3 **term of the vacated seat.**

4 **(c) Any member in Seats 1 through 12 who misses three regular meetings of the Grievance**
5 **Committee without the express approval of the Grievance Committee at or before each missed meeting**
6 **shall be deemed to have resigned from the Grievance Committee 10 days after the third unapproved**
7 **absence. The Grievance Committee shall inform the appointing authority of the resignation.**

8 **(d) Members of the Grievance Committee shall receive no compensation from the City, except**
9 **that a City employee appointed to Seat 13 shall receive compensation from the City as an employee,**
10 **because work on the Grievance Committee shall be considered part of the employee’s work for the**
11 **City.**

12 **(e) The Department of Homelessness and Supportive Housing (the “Department”) shall**
13 **provide administrative support for the Grievance Committee.**

14
15 **SEC. 5.36-4. DUTIES.**

16 **The Grievance Committee shall perform the following functions:**

17 **(a) Advise the Department on the Shelter Grievance Policy, as described in Article XVIII of**
18 **Chapter 20 of the Administrative Code, including the Department’s administration of the policy and its**
19 **regulations promulgated under the policy, and recommend any appropriate changes to the Department.**

20 **(b) Receive and review reports relating to the Shelter Grievance Policy, including but not**
21 **limited to, reports sent to the Department under Administrative Code Section 20.18-8.**

22 **(c) Receive complaints regarding arbitrators as provided in Section 20.18-9 of the**
23 **Administrative Code and recommend to the Department any appropriate action in response to such**
24 **complaints.**

1 **SEC. 5.36-5. MEETINGS AND PROCEDURES.**

2 *(a) The Grievance Committee shall meet at least once each quarter.*

3 *(b) The Grievance Committee shall elect a Chair, and may elect other officers, and shall*
4 *establish rules or bylaws for its organization and procedures.*

5
6 **SEC. 5.36-6. SUNSET.**

7 *Notwithstanding Rule 2.21 of the Board of Supervisors Rules of Order, which provides that*
8 *advisory bodies created by the Board should sunset within three years, unless the Board of Supervisors*
9 *by ordinance extends the term of the Grievance Committee, this Article XXXVI shall expire by*
10 *operation of law, and the Grievance Committee shall terminate, on April 30, 2032. After that date, the*
11 *City Attorney shall cause this Article XXXVI to be removed from the Administrative Code.*

12
13 Section 2. The Administrative Code is hereby amended by adding Article XVIII,
14 consisting of Sections 20.18-1 through 20.18-11, to Chapter 20, to read as follows:

15
16 **ARTICLE XVIII: SHELTER GRIEVANCE POLICY**

17
18 **SEC. 20.18-1. FINDINGS AND PURPOSE.**

19 *(a) Findings.*

20 _____ *(1) As of the San Francisco Department of Homelessness and Supportive Housing's*
21 *2019 "Point in Time" Count measuring the prevalence of homelessness, there were approximately*
22 *8,035 unhoused individuals in San Francisco. To combat homelessness and assist these individuals,*
23 *San Francisco has developed a portfolio of shelters ranging from traditional models to more recent*
24 *innovations like navigation centers and safe sleep sites. Each shelter establishes rules governing*
25 *shelter client conduct and, if a shelter client breaks a rule, the shelter can either issue a warning and*

1 impose a non-immediate denial of service, or impose an immediate denial of service. If a client is
2 denied service, this may result in an unhoused individual losing the individual's place in the shelter,
3 often exiting back to the street.

4 (2) To prevent unnecessary exits to the street, and to define the rights of shelter clients,
5 the Human Services Commission adopted the Shelter Grievance Policy on April 23, 1992, and, since
6 August 25, 2016, the Department of Homelessness and Supportive Housing has administered this
7 policy. The policy consists of a two-stage appeals process that allows shelter clients to dispute their
8 denials of service. These appeals often result in an agreement between the shelter and client—
9 remedying the underlying denial of service, allowing the client to remain in the shelter, and reducing
10 the likelihood of a repeat rule violation.

11 (3) The Shelter Grievance Policy helps keep the City's unhoused individuals in shelters
12 and off the streets, while also providing a dispute resolution process for clients accused of violating
13 shelter rules. Although this Shelter Grievance Policy has been incredibly successful in accomplishing
14 both goals for three decades, the policy itself has not been codified in the Municipal Code.

15 (4) Ensuring each shelter that receives City funding has a transparent set of rules and
16 rights for their clients, including the right to a fair and speedy appeals process, creates accountability
17 and increases the quality of the shelter system.

18 (b) Purpose. The purpose of this Article XVIII is to codify the Shelter Grievance Policy with
19 appropriate revisions and establish transparent standards by which shelter clients may appeal a denial
20 of service.

21
22 **SEC. 20.18-2. DEFINITIONS.**

23 For purposes of this Article XVIII:

24 "Arbitration" means a hearing conducted by an arbitrator adjudicating a Shelter Hearing
25 decision that was unfavorable to a Client.

1 “City” means the City and County of San Francisco.

2 “Client” means an individual receiving Services from a Shelter.

3 “Denial of Service” means either an Immediate Denial of Service or a Non-Immediate Denial
4 of Service. A Denial of Service includes denials issued for a Client’s failure to meet shelter eligibility
5 criteria.

6 “Denial of Service Notice” means a notice issued by a Shelter to a Client that the Shelter
7 intends to deny Service to the Client.

8 “Department” means the Department of Homelessness and Supportive Housing.

9 “Director” means the Director of the Department of Homeless and Supportive Housing or the
10 Director’s designee.

11 “Immediate Denial of Service” means a denial of Service due to a Rule violation that threatens
12 the health or safety of Shelter staff or Clients and results in the Shelter immediately removing the Client
13 from the Shelter.

14 “Non-Immediate Denial of Service” means a denial of Service due to a Rule violation that does
15 not threaten the health or safety of Shelter staff or Clients.

16 “Rule” means a regulation governing Client behavior established by a Shelter.

17 “Service” means temporary shelter services offered by a Shelter.

18 “Shelter” means a facility, outdoor location, or resource center, funded in whole or in part by
19 the City, providing temporary shelter services for homeless single adults, youth, or families. “Shelter”
20 shall not include domestic violence shelters; adult probation transitional housing; and Single Room
21 Occupancy (SRO) hotels that are not operated by the City as temporary accommodations for
22 emergency housing.

23 “Shelter Client Advocate” means any individual, group, or organization that provides advocacy
24 or representation services for Clients.

25

1 “Shelter Grievance Policy” means the policy established by this Article XVIII governing
2 grievance procedures and appeals for Clients.

3 “Shelter Hearing” means a hearing conducted by a Shelter to adjudicate a Denial of Service.

4 “Warning Notice” means a notice issued by a Shelter to a Client due to a Rule violation that
5 does not threaten the health or safety of Shelter staff or Clients.

6
7 **SEC. 20.18-3. ESTABLISHMENT OF SHELTER GRIEVANCE POLICY AND**
8 **ADMINISTRATION.**

9 The Department shall administer the Shelter Grievance Policy. The Director shall establish
10 regulations for the proper administration of the Shelter Grievance Policy consistent with this
11 Article XVIII. The Shelter Grievance Advisory Committee shall advise the Department and the
12 Director on administration of the Shelter Grievance Policy and the regulations promulgated
13 thereunder. Whenever any discretion as to the exercise of authority is given to the Director by this
14 Article or by a regulation, the Director shall exercise said discretion only in so far as the same is
15 necessary to protect the health or safety of the Clients, the Shelter and its employees, or the public, or
16 to promote the reasonable, humane, and efficient operation of the Shelter. The Shelter Grievance
17 Policy and any regulations promulgated pursuant to the Shelter Grievance Policy shall apply to the
18 Shelter operations of all City departments that fund or contract with Shelters. All contracts between
19 the City and Shelters shall include a provision that requires each Shelter to adhere to the Shelter
20 Grievance Policy.

21
22 **SEC. 20.18-4. NOTICE PROCEDURES.**

23 (a) Rule Violation. A Shelter shall issue either a Warning Notice or Denial of Service Notice
24 when a Client violates a Rule. If the Shelter does not issue a Warning Notice or Denial of Service
25 Notice, the Shelter may not assert the violation of the Rule as a basis for sanctioning the Client or

1 denying Service. Shelters shall post all Rules in a Shelter common area and may not deny Service for a
2 change in Rules that the Shelter has not posted in writing in a Shelter common area. Shelter staff must
3 witness a Rule violation before issuing a Warning Notice or Denial of Service Notice except in such
4 circumstances as defined by the Department, and the notice must be issued or approved by a Shelter
5 staff member trained on this Shelter Grievance Policy. Denial of Service Notices or Warning Notices
6 may not be issued for behavior occurring outside the Shelter, except for threats or acts of violence
7 committed by a Client within 200 feet from a currently used Shelter access door, and also in such
8 circumstances as defined by the Department and as necessary to prevent an immediate threat to the
9 health, safety, or welfare of Clients and Shelter staff or of members of the public.

10 (1) Non-Immediate Denial of Service. When a Client violates a Rule in the Non-
11 Immediate Denial of Service category, a Shelter must issue a Warning Notice before issuing a Denial of
12 Service Notice. A Shelter must issue a Warning Notice within 24 hours of the Rule violation and a
13 Warning Notice is effective for 30 days from the date the Client receives the notice. A Shelter may deny
14 Service to a Client who violates the same Rule within the 30-day effective period of an existing Warning
15 Notice. A Shelter may not deny Service to a Client who violates a different Rule within the 30-day
16 effective period of an existing Warning Notice, provided that, a Shelter may deny Service to a Client
17 who receives an excessive number of Warning Notices for different Rule violations within the 30-day
18 period of an existing Warning Notice. Each Shelter shall define “excessive number of Warning
19 Notices” in the Shelter’s written Rules, provided that the Department may in its regulations establish
20 criteria for defining an excessive number of Warning Notices. If a Shelter denies Service to a Client, it
21 must issue a Denial of Service Notice within 48 hours of the final Warning Notice.

22 (2) Immediate Denial of Service. When a Client violates a Rule in the Immediate
23 Denial of Service category, a Shelter must issue a Denial of Service Notice, but is not required to issue
24 a Warning Notice. A Shelter must issue a Denial of Service Notice for an Immediate Denial of Service
25 at the time of the Rule violation, or as soon thereafter as is reasonably feasible.

1 (b) Written Notice. A Warning Notice or Denial of Service Notice must be written. Such notice
2 must state (1) the reason for the warning or denial; (2) length of suspension of Service, if applicable;
3 (3) an explanation of the Shelter Grievance Policy in this Article XVIII; (4) an explanation of the good
4 cause policy in Section 20.18-7; (5) contact information for Shelter Client Advocate services; and (6)
5 the ability of a Client to receive Service while pursuing an appeal of a Non-Immediate Denial of
6 Service, as provided in Sections 20.18-5(b) and 20.18-6(b). Shelter staff shall also verbally
7 communicate the contents of the written notice to the Client except in such circumstances as defined by
8 the Department. The Department shall provide forms of written notice to Shelters, and the Department
9 shall translate such forms into the language(s) spoken by a Substantial Number of Limited English-
10 Speaking Persons, as required by Chapter 91 of the Administrative Code.

11 (c) Language Access. Shelter staff shall translate any written notice into the languages spoken
12 by Clients and shall provide oral interpretation or translation services of verbal communications
13 related to the Rule violation, notice, and any subsequent administrative proceeding in the language of
14 the Client.

15
16 **SEC. 20.18-5. SHELTER HEARING PROCEDURES.**

17 (a) A Client, either personally or through a Shelter Client Advocate, may appeal a Denial of
18 Service by requesting a Shelter Hearing verbally or in writing to any Shelter staff within five business
19 days from the date on which the Client received a Denial of Service Notice. If the Client does not
20 request a Shelter Hearing within five business days, the Shelter shall not grant a hearing except in
21 cases of good cause, as defined in Section 20.18-7.

22 (b) If a Shelter denies Service to a Client for a Non-Immediate Denial of Service and the Client
23 timely requests a Shelter Hearing, the Client shall continue to receive Service and remain in the Shelter
24 until the current Shelter stay expires or until the Shelter issues a decision at the conclusion of a Shelter
25 Hearing, whichever is earlier.

1 (c) After the Client requests a Shelter Hearing, the Shelter shall establish a time and place for
2 the hearing and the Shelter shall provide the Client with written notice of the date and time of the
3 Shelter Hearing promptly upon its establishment. Either party may request a neutral hearing location
4 and, upon a Client's request or its own initiative, the Shelter shall contact the Department to secure a
5 neutral hearing location. The Shelter shall not schedule a hearing date for a time earlier than one
6 business day or later than three business days after a Client's Shelter Hearing request, provided that, a
7 Client may waive the timing requirements. The Shelter shall also notify any Shelter Client Advocate
8 advocating for or representing the Client of the scheduled Shelter Hearing. If the Client requests an
9 advocate or other representative to be present at the hearing, the Shelter may not hold a hearing
10 earlier than 24 hours from the time of the request for an advocate unless the Client waives the 24-hour
11 waiting period. The Client shall attend the Shelter Hearing and may, but is not required to, attend with
12 an advocate or other representative. If the Client fails to appear, the Client will be deemed to have
13 waived any right to pursue the grievance, unless the Client demonstrates good cause for missing the
14 hearing, as defined in Section 20.18-7, in which case the Shelter shall reschedule the Shelter Hearing.

15 (d) The Shelter shall designate as an impartial hearing officer a person who did not witness the
16 Rule violation or issue the Client's Denial of Service. Shelter hearings shall be conducted in an
17 impartial and informal manner. The Shelter shall translate a reasonable amount of written material
18 relevant to, and to be presented at, the Shelter Hearing into the language spoken by the Client and
19 shall provide oral interpretation services of the Shelter Hearing in the language of the Client. The
20 hearing officer may consider all reasonable evidence offered by either party, provided that, neither
21 party may compel the attendance or testimony of witnesses. The Client may bring witnesses to speak
22 on the Client's behalf. The Shelter is not required to bring other Clients as witnesses, and may offer
23 witness statements of other Clients with names of such witnesses redacted. The hearing officer may not
24 consider evidence concerning a Client's past criminal history.

1 (e) The hearing officer shall issue a written decision within 48 hours of completion of the
2 Shelter Hearing. Such written decision shall include: (1) the decision; (2) a reasoned explanation of
3 the decision; (3) information describing how to request an Arbitration; (4) an explanation of the good
4 cause policy; and (5) Shelter Client Advocate information. The hearing officer’s decision may uphold,
5 or overturn the Shelter’s Denial of Service or withdraw the Denial of Service on consent of both the
6 Shelter and the Client. If the hearing officer upholds the Denial of Service, the officer may also modify
7 the Denial of Service by reducing the length of suspension or authorizing an additional opportunity for
8 a Client to receive Service. The hearing officer may not increase the length of suspension, change
9 Rules or individual case management plans agreed to by a Client and Shelter, make an exception to
10 eligibility criteria, or award any other relief.

11 (f) A Client who prevails at a Shelter Hearing and is not currently residing in a Shelter, shall
12 be entitled to the next available bed at a Shelter, provided that, the Client must claim the bed within
13 24 hours of when the Client acknowledges receipt of notification of entitlement. A Shelter must notify
14 the Client of such entitlement and the entitlement shall expire within seven calendar days of the
15 Shelter’s notification. The Shelter may, at its discretion, extend the period during which the Client may
16 claim the next available bed. A prevailing Client shall be credited the amount of time for which the
17 Client did not utilize Service due to the Shelter Hearing appeal process.

18
19 **SEC. 20.18-6. ARBITRATION PROCEDURES.**

20 (a) A Client, either personally or through a Shelter Client Advocate, may appeal a Shelter
21 Hearing decision with which the Client disagrees by requesting an Arbitration verbally or in writing
22 within three business days from the date of the Shelter Hearing decision. If a Client does not request
23 an Arbitration within three business days, the Client will be deemed to have waived any right to appeal
24 the Shelter Hearing decision and pursue Arbitration, unless the Client demonstrates good cause for
25 having missed the deadline for requesting Arbitration, as defined in Section 20.18-7.

1 (b) If a Shelter denies Service to a Client for a Non-Immediate Denial of Service, the Client
2 disagrees with the Shelter Hearing decision, and the Client timely requests an Arbitration, the Client
3 shall continue to receive Service and remain in the Shelter until the current Shelter stay expires or until
4 the arbitrator issues a decision at the conclusion of the Arbitration, whichever is earlier.

5 (c) After the Client requests an Arbitration, the Shelter shall, in coordination with the
6 arbitrator, establish a time and place for the Arbitration. A Shelter shall not schedule an Arbitration
7 hearing date for a time earlier than one business day or later than four business days after a Client's
8 Arbitration request, provided that, a Client may waive the timing requirements. The Shelter shall notify
9 the Client and any Shelter Client Advocate advocating for or representing the Client of the scheduled
10 Arbitration. If the Client requests an advocate or other representative to be present at the Arbitration,
11 the arbitrator may not hold an Arbitration earlier than 24 hours from the time of the request unless the
12 Client waives the 24-hour waiting period.

13 (d) The Arbitration shall be held by an arbitrator at a neutral location. The arbitrator shall be
14 an active member of the California bar or an attorney employed by the federal government and an
15 active member of the bar of any state.

16 (e) An arbitrator shall have the authority to manage and control the Arbitration including, by
17 way of example but not limitation, admitting or barring individuals to the Arbitration or terminating
18 the proceeding due to security concerns, continual disruption, or refusal to respond to the arbitrator's
19 direction. The Client or the Client's representative shall attend the Arbitration and the Client may, but
20 is not required to, attend with a Shelter Client Advocate or other representative. If the Client or in the
21 Client's absence the Client's representative fails to appear, the Client will be deemed to have waived
22 any right to pursue the Arbitration, unless the Client demonstrates good cause for missing the hearing,
23 as defined in Section 20.18-7, in which case the arbitrator shall reschedule the Arbitration.

24 (f) Arbitration proceedings shall be conducted in an impartial and informal manner. The
25 Shelter shall translate a reasonable amount of written material relevant to, and to be presented at, the

1 Arbitration into the language spoken by the Client and shall provide oral interpretation services of the
2 Arbitration in the language of the Client. The arbitrator shall not be bound by the rules of evidence or
3 procedures applicable to judicial proceedings and may consider all reasonable evidence offered by a
4 Client or the Client's advocate or representative, provided that, neither party may compel the
5 attendance or testimony of witnesses. The arbitrator may only consider evidence offered by the Shelter
6 that either party presented at the Shelter Hearing. The Client may bring witnesses to speak on the
7 Client's behalf. The Shelter is not required to bring other Clients as witnesses, and may offer witness
8 statements of other Clients with names of such witnesses redacted. The arbitrator may not consider
9 evidence concerning a Client's past criminal history.

10 (g) The arbitrator shall render a written decision by the end of the business day following the
11 conclusion of the Arbitration, and such decision shall state the factual findings and grounds for the
12 decision. The result of the Arbitration is considered final and there is no further right of administrative
13 appeal. The arbitrator may uphold or overturn the Shelter's Denial of Service. If the arbitrator
14 upholds the Denial of Service, the arbitrator may also modify the Denial of Service by reducing the
15 length of suspension or authorize an additional opportunity for a Client to receive Service. The
16 arbitrator may not authorize an increase in the length of suspension, change Rules or individual case
17 management plans agreed to by a Client and Shelter, make an exception to eligibility criteria, or award
18 any other relief. The arbitrator shall furnish a copy of the written decision to the Client.

19 (h) A Client who prevails at an Arbitration and who is not currently residing in a
20 Shelter shall be entitled to the next available bed at a Shelter, provided that, the Client must claim the
21 bed within 24 hours of when the Client acknowledges receipt of notification of entitlement. A Shelter
22 must notify the Client of such entitlement and the entitlement shall expire within seven calendar days of
23 the Shelter's notification. The Shelter may, at its discretion, extend the period during which the Client
24 may claim the next available bed. A prevailing Client shall be credited the amount of time for which
25 the Client did not utilize Service due to the Shelter Hearing and Arbitration appeals process.

1
2 **SEC. 20.18-7. GOOD CAUSE.**

3 *For purposes of this Article XVIII, where a Client is required to show “good cause,” good*
4 *cause may be shown by competent evidence of any of the following: (a) the Client’s hospitalization;*
5 *(b) the Client’s illness or injury; (c) the Client’s disability; (d) death in the Client’s immediate family;*
6 *(e) the Client’s arrest or incarceration; (f) other circumstances beyond the Client’s control; or*
7 *(g) criteria for good cause determined by the Department. The Client has the burden of providing*
8 *confirmation, by evidence, of facts constituting such good cause. If a Shelter denies a Client’s good*
9 *cause, the Client may arbitrate that denial under the procedures outlined in Section 20.18-6.*

10
11 **SEC. 20.18-8. REPORTING AND ANNUAL REVIEW.**

12 *(a) Reporting. Each Shelter shall provide to the Department, within time frames established by*
13 *the Department, information on a monthly basis concerning the number of Immediate and Non-*
14 *Immediate Denials of Service issued to Clients and the resolution of all Shelter Hearings and*
15 *Arbitrations pertaining to the reporting Shelter.*

16 *(b) Annual Review. Each Shelter shall review a Client’s permanent Denial of Service, if the*
17 *Client requests such review. The review shall be conducted on an annual basis after the date of the*
18 *permanent Denial of Service. The Client may offer evidence to demonstrate the Client’s eligibility to*
19 *receive Service and may attend the review with an advocate or representative. A Shelter shall have the*
20 *authority to rescind the permanent Denial of Service and the Shelter’s review decision is not subject to*
21 *Arbitration.*

22
23 **SEC. 20.18-9. COMPLAINT PROCEDURE.**

24 *The Department shall provide for a process for a party to file a complaint in the following*
25 *situations: (a) when a Shelter acts outside its scope of authority under this Article XVIII; (b) when a*

1 Shelter hearing officer or an arbitrator acts outside their scope of authority under this Article XVIII;
2 (c) when a Shelter or arbitrator unreasonably rejects a Client's showing of good cause under
3 Section 20.18-7; or (d) when a hearing officer or arbitrator is accused of bias, prejudice, or interest in
4 the proceeding. The Shelter Grievance Advisory Committee (established in Article XXXVI of Chapter 5
5 of the Administrative Code) shall hear complaints related to scope of authority and good cause
6 (subsection (a) through (c) of this Section 20.18-9) and make nonbinding recommendations to the
7 Department regarding such complaints. The Department shall take appropriate action to resolve such
8 complaints. The Department shall hear complaints related to hearing officer or arbitrator bias,
9 prejudice, or interest in the proceeding (subsection (d) of this Section 20.18-9), and shall take
10 appropriate action to resolve such complaints.

11
12 **SEC. 20.18-10. SEVERABILITY.**

13 If any section, subsection, sentence, clause, phrase, or word of this Article XVIII, or any
14 application thereof to any person or circumstance, is held to be invalid or unconstitutional by a
15 decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining
16 portions or applications of this Article. The Board of Supervisors hereby declares that it would have
17 passed this Article and every section, subsection, sentence, clause, phrase, and word not declared
18 invalid and unconstitutional without regard to whether any other portion of this Article or application
19 thereof would be subsequently declared invalid or unconstitutional.

20
21 **SEC. 20.18-11. GENERAL WELFARE.**

22 In enacting and implementing this Article XVIII, the City is assuming an undertaking only to
23 promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an
24 obligation for breach of which it is liable in money damages to any person who claims that such breach
25 proximately caused injury.

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Section 3. Effective Date. This ordinance shall become effective 30 days after enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance.

APPROVED AS TO FORM:
DAVID CHIU, City Attorney

By: /s/ Henry L. Lifton
HENRY L. LIFTON
Deputy City Attorney

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LEGISLATIVE DIGEST

[Administrative Code - Shelter Grievance Advisory Committee and Shelter Grievance Policy]

Ordinance amending the Administrative Code to establish the Shelter Grievance Advisory Committee to advise the Department of Homelessness and Supportive Housing regarding policies and procedures for clients of City-funded shelters to appeal denial of shelter services; and to codify the City's Shelter Grievance Policy establishing an administrative appeal process for clients of City-funded shelters denied shelter services for violating a shelter's rules.

Existing Law

The City's Shelter Grievance Policy and Shelter Grievance Advisory Committee are not currently codified in the Municipal Code. The Human Services Commission initially adopted the policy in 1992 and the uncoded policy is currently administered by the Department of Homelessness and Supportive Housing (the "Department"). The Shelter Grievance Policy governs the appeal process for shelter clients who break a shelter rule and requires the shelter to provide either a written notice or written denial of service notice, depending on the severity of the rule violation. The appeal process consists of a two-stage process. At the first stage, the client is entitled to a shelter hearing adjudicated by a hearing officer at the shelter and, at the second stage, if the client disagrees with the shelter hearing decision, an arbitration adjudicated by an attorney arbitrator. The Shelter Grievance Policy also establishes the procedural rules for both the shelter hearing and the arbitration, as well as delineates the available decisions that may be entered and a good cause procedure for failure to attend a hearing.

The Shelter Grievance Advisory Committee is a 10 to 15-member advisory committee composed of representatives from shelter providers, clients, City departments, arbitrators, shelter advocates, and community members, each appointed by the Local Homeless Coordinating Board. The Committee receives reports regarding the Shelter Grievance Policy and makes recommendations to the Department.

Amendments to Current Law

This Proposed Ordinance would codify the current Shelter Grievance Policy in the Administrative Code. The Department would continue to be responsible for administering the policy and promulgating necessary regulations to protect the health or safety of shelter clients and staff and the general public. The Proposed Ordinance maintains the basic framework of written notice required for violation of shelter rules, appeals for denials of service (consisting of a shelter hearing and an arbitration), and good cause exemptions, but would add further detail on each step in the appeal process including, but not limited to, time periods for the appeals process, notice requirements, and language access requirements. The Proposed

Ordinance would add a reporting requirement to the Department, in addition to an existing annual review of permanent denials of service.

The Proposed Ordinance would also codify the Shelter Grievance Advisory Committee and set the number of seats at 13, with seats 1 through 4 designated for shelter clients, seats 5 through 8 for providers of shelter services, seats 9 and 10 for shelter client advocates, seat 11 for an arbitrator, seat 12 for an at-large City resident, and seat 13 for an employee of the Department of Public Health. The Committee would continue to advise the Department on the Shelter Grievance Policy and continue to receive and review reports relating to the Policy. The Committee would also receive complaints regarding arbitrators and recommend to the Department any appropriate action. The Committee would sunset after 10 years unless renewed by the Board.

Background Information

The Human Services Commission adopted the Shelter Grievance Policy in April 1992 to remove the hesitancy of unhoused individuals to enter a shelter by ensuring that each shelter receiving City funds has a transparent set of rules for each client, including a fair and speedy appeal process. The appeal process often results in an agreement between the shelter and the client to remedy the underlying denial of service and allow the client to remain in the shelter and reducing the likelihood of a repeat rule violation. The Policy is intended to establish a transparent dispute resolution process while also reducing the likelihood that a shelter client will be denied a shelter bed.

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Introduction Form

By a Member of the Board of Supervisors or Mayor

Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor inquiries"
- 5. City Attorney Request.
- 6. Call File No. from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No.
- 9. Reactivate File No.
- 10. Topic submitted for Mayoral Appearance before the BOS on

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

Subject:

The text is listed:

Signature of Sponsoring Supervisor:

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