

1 [Administrative Code - Shelter Monitoring Committee and Shelter Standards of Care]

2
3 **Ordinance amending the Administrative Code to reduce the frequency of Shelter**
4 **Monitoring Committee (“Committee”) site visits; require the Committee to establish in**
5 **its bylaws the threshold number of complaints or out-of-compliance findings during a**
6 **year that would trigger additional site visits; revise eligibility criteria for Seat 1 on the**
7 **Committee; revise the Standards of Care for City Shelters by establishing requirements**
8 **for shower stalls with working hot and cold water controls, minimum passing space for**
9 **sleeping units that are not up against a wall or partition, and signage posting regarding**
10 **availability of translation services; eliminate the minimum shelter stay requirement for**
11 **single adult reservations; revise the complaint process and investigation procedure;**
12 **and update several programmatic terms.**

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

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

21 Section 1. The Administrative Code is hereby amended by revising Article XII of
22 Chapter 20, Sections 20.304 and 20.305, regarding the Shelter Monitoring Committee, to read
23 as follows:

24 **SEC. 20.304. POWERS AND DUTIES.**
25

1 The Committee shall have all of the powers and duties necessary to carry out the
2 functions of the Committee as follows:

3 (a) **Site Visits.** Individual Committee members shall form teams and make
4 unannounced site visits to all shelters a minimum of ~~two~~⁴ times per year, per site. The scope
5 of the site visits shall be limited to gathering information relevant to: 1) health and safety
6 conditions in shelters, 2) the adequacy of policies and procedures governing each facility, and
7 3) the treatment and personal experience of shelter residents in the shelters. Committee
8 members shall conduct site visits in the least invasive manner possible and shall respect the
9 privacy rights of shelter clients. In addition, teams shall make ~~one~~^{two} announced site visits per
10 year for the purpose of giving shelter residents the opportunity to discuss shelter conditions
11 with the members of the Committee. The Committee shall conduct additional site visits when it
12 receives complaints or out-of-compliance findings. The Committee shall establish in its By-Laws
13 thresholds for the number of complaints or out-of-compliance findings during a year that triggers the
14 additional site visits. All site visits shall occur during shelter operating hours only. After
15 consulting shelter staff, the Committee shall post Committee contact information and
16 information regarding announced visits at each shelter. Each team shall prepare a report for
17 the full Committee on ~~its~~^{their} findings and recommendations as described below under
18 subsection (b), "Reports."

19 * * * *

20
21 **SEC. 20.305. MEMBERSHIP AND ORGANIZATION.**

22 (a) The membership of the Committee shall reflect the diversity of the homeless
23 people that access shelter in the City. The Committee shall consist of 12 members, appointed
24 by the Homelessness Oversight Commission ("Commission") as follows:

1 Seat 1 shall be held by a person who is (1) providing direct services to homeless families,
2 or (2) a parent, legal guardian, or caregiver who is personally experiencing or has personally
3 experienced being homeless~~homeless or formerly homeless, and who is living or has lived with the~~
4 ~~person's homeless child under the age of 18.~~

5 * * * *

6
7 Section 2. The Administrative Code is hereby amended by revising Article XIII of
8 Chapter 20, Sections 20.400 through 20.402 and 20.404 through 20.406, to read as follows:

9
10 **SEC. 20.400. FINDINGS.**

11 The Board of Supervisors finds and declares the following:

12 * * * *

13 (c) In order to ensure that all City-funded shelter ~~providers~~operators meet minimum
14 standards of care in the shelter system, and that all shelter clients are treated with dignity and
15 respect and are provided with a clean, healthy, and safe shelter stay, the Board of
16 Supervisors hereby adopts the following contractual requirements that apply to all shelter
17 ~~providers~~operators in San Francisco.

18
19 **SEC. 20.401. DEFINITIONS.**

20 For the purposes of this Article XIII, the following definitions shall apply to the terms
21 used herein.

22 "Case management services" means those services offered to shelter clients by people with the
23 title of "case manager," or with equivalent job duties customarily associated with that title, that
24 include, but are not limited to, referrals to housing, public benefits, and behavioral health, medical,
25 and other social services.

1 ~~(a)~~"City" means the City and County of San Francisco department that contracts for
2 services at a particular shelter.

3 ~~(b)~~"Contract monitor" means the City employee who monitors the shelter operator's
4 compliance with the contract for shelter services.

5 ~~(c)~~"Director" means the Director of the City department that oversees the contract for City-
6 funded shelter services.

7 "Director" means the head of the department that contracts for services at a particular
8 shelter, or their designee.

9 "Program manager" means the City employee who monitors the shelter provider's compliance
10 with the contract for shelter services.

11 ~~(d)~~"Shelter" means a facility, including a resource center, operating under a contract
12 with the City, to provide temporary emergency shelter services for ~~homeless~~ single adults or
13 families experiencing homelessness.

14 ~~(e)~~"Shelter provideroperator" means the contracted nonprofit provideroperator of a shelter.

15 ~~(f)~~"Case management services" means those services offered to shelter clients by people
16 with the title of "case manager," or with equivalent job duties, that include, but are not limited to,
17 housing referrals, behavioral health services referrals, and mental health services.

18 19 **SEC. 20.402. PURPOSE.**

20 The purpose of this Article XIII~~Chapter~~ is to establish standards of care (~~"shelter~~
21 ~~operating standards"~~) that the City must include in contracts with shelters and to ensure that the
22 City takes corrective enforcement measures against shelter providersoperators who fail to
23 comply with shelter operating standards.

24 25 **SEC. 20.404. CONTRACT REQUIREMENTS.**

1 (a) All contracts between the City and shelter *providersoperators* shall include
2 provisions that require shelter *providersoperators* to:

3 * * * *

4 (3) provide liquid soap with a dispenser permanently mounted on the wall in the
5 restrooms; shower stalls with working hot and cold water controls; small individual packets of
6 liquid soap, or small bar soap for use by one individual only; paper towels or hand towels,
7 hand sanitizers, and at least one bath-size (at least 24 inches x 48 inches) towel to shelter
8 clients and staff in each bathroom; if hand dryers are currently installed they shall be
9 maintained in proper working condition; in addition, shelters shall provide toilet paper in each
10 bathroom stall and hire janitorial staff to clean the shelters on a daily basis;

11 * * * *

12 (5) comply with current City policy set forth in the *San Francisco* Environment
13 Code, including the requirements set forth in Chapter 3 (the Integrated Pest Management
14 Code) and Chapter 2 (the Environmentally Preferable Purchasing Ordinance) to ensure that
15 shelter *providersoperators* use products that are least harmful to shelter clients, staff, and the
16 environment;

17 * * * *

18 (8) provide shelter services in compliance with the Americans with Disabilities Act
19 (ADA), including but not limited to:

20 (iA) appropriate and secure storage of medication;

21 (iiB) the provision of accessible sleeping, bathing, and toileting facilities in
22 previously designated ADA compliant shelters. Sleeping areas designated as accessible shall
23 comply with Federal and State law requiring a minimum of 36 inches of passing space for any
24 side of a sleeping unit that is not up against a wall or partition, ~~between sleeping units~~ and a sleeping
25 surface height between 17-19 inches above the finished floor. In consultation with the

1 contracting City department, and based on a history of previous usage, shelter
2 ~~providers/operators~~ shall designate an adequate number of accessible sleeping units to meet
3 the needs of shelter clients requiring such facilities due to a mobility disability; and

4 (iiiC) reasonable modifications to shelter policies, practices, and procedures.

5 (ivD) In addition, shelters shall provide orientation to new shelter clients that
6 includes information on shelter rules and ~~a referral to how to access~~ case management services,
7 and shall ensure case management services go to those shelter clients most in need of case
8 management services. This information shall be made accessible to shelter clients with
9 disabilities through the use of appropriate auxiliary aids and/or services, such as large print for
10 clients with visual impairments or ASL interpreting for ~~deaf or hard of hearing~~ Deaf clients. The
11 City shall provide equal access to shelter clients with disabilities without regard to whether
12 they accept auxiliary aids;

13 (9) engage a nutritionist, who shall ~~review and advise on~~ develop all meal plans,
14 including meal plans for children and pregnant women and post menus on a daily basis;

15 * * * *

16 (15) provide shelter clients with pest-free, secure property storage inside each
17 shelter. Shelter staff shall provide closable plastic bags to clients for storage purposes. If
18 storage inside a shelter is unavailable, the shelter ~~provider/operator~~ may provide free, pest-free
19 storage off-site as long as the off-site storage is available to the shelter client up until the time
20 of evening bed check;

21 * * * *

22 (19) provide a minimum of 22 inches between the sides of sleeping units,
23 excluding designated ADA-accessible sleeping units and sleeping units separated by a wall or
24 partition;

25 * * * *

1 (21) communicate with each client in the client's primary language or provide
2 professional translation services, including but not limited to American Sign Language
3 interpretation; however, children or other clients may be asked to translate in emergency
4 situations. Signage regarding the availability of translation services shall be posted in the language(s)
5 spoken by a Substantial Number of Limited English-Speaking Persons, as required by Chapter 91 of the
6 Administrative Code;

7 * * * *

8 (23) ensure that each shelter has an emergency disaster plan that requires drills
9 on a regularmonthly basis and that, in consultation with the Mayor's Office on Disability,
10 includes specific evacuation devices and procedures for people with disabilities;

11 * * * *

12 ~~—(29) to the extent not inconsistent with Proposition N, passed by the voters on November 5,~~
13 ~~2002, ensure that all single adult shelter reservations be for a minimum of 7 nights;~~

14 (2930) agree to comply with the California Department of Industrial Relations,
15 Division of Occupational Safety and Health (Cal-OSHA) General Industry Safety Orders
16 regarding Bloodborne Pathogens (8 CCR 5193, as amended from time to time) and its Injury and
17 Illness Prevention Program (8 CCR 3203, as amended from time to time), including but not
18 limited to applicable requirements regarding personal protective equipment, universal
19 precautions, and the development of an exposure control plan, as defined therein; and,

20 (3031) in consultation with the CitySan Francisco Department of Public Health,
21 provide annual all-staff mandatory trainings, appropriate for each shelter position, that
22 address Cal-OSHA regulatory requirements listed in subsection (2930), above, as well as the
23 following topics:

24 * * * *

1 (b) In addition, every contract covered by this Article XIII shall contain a provision in
2 which the shelter ~~provideroperator~~ agrees:

3 * * * *

4 (c) All contracts between the City and shelter ~~providersoperators~~ shall include
5 provisions for operational standards, which include but are not limited to the following:

6 * * * *

7 (d) The Board of Supervisors recognizes that ~~these~~ amendments to this Article will
8 have a material effect on the existing shelters whose contracts with the City require the City to
9 pay the shelter ~~providersoperators~~ a certain negotiated amount for services offered at each
10 shelter. ~~The City and the shelter operators contemplated that the shelters would operate at or near~~
11 ~~capacity through most of the year. These amendments~~ may reduce the number of beds available in
12 some shelters and/or impose obligations on shelter ~~providersoperators~~ that exceed their
13 obligations under their existing agreements with the City and therefore increase their
14 operating costs. City officials and shelter ~~providersoperators~~ based their budgetary
15 assumptions and contracting decisions upon existing requirements . Therefore, the Board of
16 Supervisors authorizes each City department overseeing contracts affected by this legislation
17 to negotiate amendments to existing contracts to reflect these changes so long as current
18 contract amounts are not reduced, ~~and 32. maximize the space for sleeping in the shelter to the~~
19 ~~fullest extent possible.~~

20
21 **SEC. 20.405. COMPLAINT PROCESS AND INVESTIGATION.**

22 (a) Each shelter shall provide client complaint forms in common areas of the shelter
23 and shall make a complaint form available to a shelter client upon request. In addition, shelter
24 staff must accept and investigate written client complaints from the Shelter Monitoring
25 Committee. Shelter staff shall acknowledge receipt of the ~~review and respond to written~~ client

1 complaints within ~~2two~~ business days. Shelter staff shall review and respond to written client
2 complaints within five business days.~~make best efforts to take necessary corrective action in response to~~
3 ~~all client complaints internally within 5five business days.~~ If the client is not satisfied with the
4 response, the shelter provideroperator shall refer the complaint to the program managercontract
5 monitor and to the Shelter Monitoring Committee. The Shelter Monitoring Committee shall
6 investigate these complaints, if requested by the client, within 10 business days of the
7 requestreceipt of the complaint and shall provide the shelter provideroperator with an opportunity
8 to respond to the allegations. The Shelter Monitoring Committee shall also forward the results
9 of its investigation to the Director ~~of the San Francisco Department of Public Health (DPH), or his~~
10 ~~or her designee,~~ who shall comply with Section 20.406(a) below within ~~4530~~ days.

11 (b) ~~TheEach~~ Director ~~in consultation with the Director of DPH, or his or her designee,~~
12 ~~shall may~~ promulgate appropriate guidelines or rules for the enforcement of the shelter
13 provideroperator's contractual obligations imposed pursuant to this Article XIII. Such guidelines
14 or rules may establish procedures for ensuring fair, efficient, and cost-effective
15 implementation of these obligations, including mechanisms to monitor contractor compliance
16 and to determine whether a contractor has failed to comply with its contract obligations set
17 forth in Section 20.404, above.

18 * * * *

19
20 **SEC. 20.406. CORRECTIVE ACTION PLAN, IMPOSITION OF LIQUIDATED**
21 **DAMAGES.**

22 (a) Where the Director ~~of DPH, or his or her designee,~~ after providing the contractor
23 with the opportunity to respond to the alleged violation, determines that a contractor failed to
24 comply with the provisions of this Article XIII, the Director ~~of DPH, or his or her designee,~~ shall
25 provide written notice to the contractor and the program managercontract monitor as follows:

1 * * * *

2 (3) the amount of liquidated damages that the Director ~~of DPH, or his or her~~
3 ~~designee~~, has assessed for the contractor's violation of this Article;

4 * * * *

5 (5) that the contractor has the right to appeal the Director ~~of DPH, or his or her~~
6 ~~designee~~'s final determination, including the assessment of liquidated damages and the
7 amount assessed, to an arbitration panel appointed by the Director ~~of DPH~~, but that the
8 contractor must file any such appeal in writing with the arbitration panel within 15 days of the
9 date of the issuance of the City's determination and that a contractor's failure to exhaust this
10 administrative remedy will bar subsequent judicial action challenging the City's determination;

11 (6) that if the contractor fails to follow the corrective action plan or file an appeal in
12 writing with the arbitration panel within 15 days as set forth above, the Director ~~of DPH, or his~~
13 ~~or her designee~~'s determination shall be the City's final and binding decision which the City may
14 enforce in a court of law, and

15 * * * *

16 (b) (1) Liquidated damages in the maximum amount set forth in this Section
17 20.406 are a reasonable estimate of harm to the City caused by the contractor's non-
18 compliance with contract provisions required by this Article. ~~T~~Ihe Director ~~of DPH, or his or her~~
19 ~~designee~~, may determine that less than the full amount is warranted depending on the
20 circumstances of each case. The Director ~~of Public Health, or his or her designee~~, shall adopt a
21 schedule for liquidated damages based on the degree of harm that the violation causes, the
22 number of days the violation occurs, and the number of shelter clients affected by the
23 violation. In addition, the Director ~~of Public Health, or his or her designee~~, shall consider the
24 following factors in determining the amount of liquidated damages, if any, to impose against a
25 contractor who fails to comply with contract provisions required by this Article:

1 * * * *

2 (c) (1) 15 days ~~after~~ receiving an appeal from the Director ~~of Public Health, or his or~~
3 ~~her designee's~~ final determination, the arbitration panel shall ~~notify so inform~~ the Shelter
4 Monitoring Committee, the ~~program manager~~~~contract monitor~~, the shelter ~~provider~~~~operator~~, the
5 Director ~~of DPH, or his or her designee~~, and/or their respective counsel or authorized
6 representative of the appeal. The arbitration panel may assign a hearing officer within the panel
7 to collect and review evidence and to make recommendations to the full arbitration panel, but
8 the full arbitration panel must issue written findings and orders consistent with subsection
9 (c)(4), below.

10 (2) The arbitration panel shall promptly set a date for a hearing. The hearing must
11 commence within 45 days of the notification of the appeal to the arbitration panel and
12 conclude within 75 days of such notification, not including the issuance of a decision, unless
13 all parties agree to an extended period. If a contractor appeals the Director ~~of DPH, or his or her~~
14 ~~designee's~~ initial determination but fails to attend a hearing set under this subsection (c)(2), the
15 Director ~~of DPH, or his or her designee's~~ initial determination shall become final.

16 (3) The Director ~~of DPH, or his or her designee~~, shall have the burden of producing
17 evidence demonstrating the contractor's violation of contract provisions required by this Article
18 and warranting imposition of liquidated damages. The contractor shall have the right to
19 present evidence on its behalf in response to any alleged violation of contract provisions
20 required by this Article.

21 * * * *

22 ~~—(e) Six months after the effective date of this ordinance, the Director of DPH shall provide a~~
23 ~~written report to the Board of Supervisors that shall address the following issues; the level of shelter~~
24 ~~compliance with this Chapter; the number of cases that have resulted in the imposition of liquidated~~

