

1 [Administrative Code - Supportive Housing Tenants' Enrollment in Public Benefits]

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3 **Ordinance amending the Administrative Code to require providers of City-funded**  
 4 **permanent supportive housing to inform the City six months after each tenant moves**  
 5 **into supportive housing about all public benefits the tenant is receiving or has applied**  
 6 **to receive, make reasonable efforts to help enroll tenants in all public benefits for**  
 7 **which they are eligible, and provide an annual report regarding tenant enrollment in**  
 8 **public benefits; and to provide for enforcement and penalties against housing**  
 9 **providers who fail to comply with these requirements.**

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

18

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

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21 Section 1. The Administrative Code is hereby amended by adding Article VI, Sections  
 22 20.54.1 through 20.54.7, to Chapter 20, to read as follows:

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24 **ARTICLE VI: ENROLLMENT IN SOCIAL SERVICES**

25

**SEC. 20.54.1. TITLE.**

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*This Article VI shall be known as the "Public Benefits Utilization Ordinance."*

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**SEC. 20.54.2. DEFINITIONS.**

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1 For purposes of this Article VI, the following definitions shall apply.

2 “Agency” shall mean the Human Services Agency or the Department of Human Services.

3 “CalFresh” shall mean the program that provides monthly benefits to low-income households  
4 that can be used for the purchase of food, as set forth in California Welfare and Institutions Code  
5 Sections 18900 et seq., including any future amendments to those sections.

6 “CalWORKs” shall mean the California Work Opportunity and Responsibility to Kids program  
7 as set forth in California Welfare and Institutions Code Sections 11200 et seq., including any future  
8 amendments to those sections.

9 “Care Not Cash” shall mean the program adopted under Proposition N at the November 2002  
10 San Francisco general municipal election.

11 “City” shall mean the City and County of San Francisco.

12 “Client” shall mean any person seeking to reside in Permanent Supportive Housing and who is  
13 not subject to the Care Not Cash program. “Client” shall include any dependent children under 18  
14 years of age seeking to reside with the Client in Permanent Supportive Housing.

15 “Eligibility Worker” shall mean an Agency employee who specializes in determining eligibility  
16 for Public Benefits.

17 “General Assistance” shall mean the General Assistance Program as set forth under Article VII  
18 of this Chapter, Sections 20.55 et seq.

19 “Housing Provider” shall mean any Person that contracts with the Agency to administer  
20 Permanent Supportive Housing.

21 “Housing-Related Contract” shall mean any contract, lease, memorandum of understanding,  
22 or other agreement or amendment thereto entered into on or after the operative date of this Article VI  
23 between the Agency and a Housing Provider that provides for the administration of Permanent  
24 Supportive Housing to Clients of the Agency. “Housing-Related Contract” shall not include  
25 agreements between the San Francisco Housing Authority and the City.

1 “Medi-Cal” shall mean the Medi-Cal Program as set forth in California Welfare and  
2 Institutions Code Sections 14000 et seq., including any future amendments to those sections.

3 “Permanent Supportive Housing” shall mean housing units for Clients that include on-site  
4 supportive services, including, without limitation, intake and assessment of Clients’ needs, outreach to  
5 the Clients to assist them with health or social needs, management of the health or social needs of  
6 Clients, mediation of disputes with the property management, and referrals for services to the Clients.

7 “Permanent Supportive Housing” shall not include any shelter that offers temporary overnight  
8 sleeping space on a short-term basis provided by the City on City-owned or leased property or through  
9 a contractual arrangement.

10 “Person” shall mean an individual, proprietorship, corporation, partnership, limited  
11 partnership, limited liability partnership or company, trust, business trust, estate, association, joint  
12 venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign.

13 “Public Benefits” shall mean CalFresh, CalWORKs, General Assistance, Medi-Cal, SSI, and  
14 VA Benefits.

15 “SSI” shall mean Supplemental Security Income/State Supplementary Program for Aged, Blind,  
16 and Disabled as set forth in California Welfare and Institutions Code Section 12000 et seq., including  
17 any future amendments to those sections.

18 “VA Benefits” shall mean benefits and entitlements provided by the United States Department  
19 of Veterans Affairs, as set forth in 38 U.S.C. Sections 101 et seq., including any future amendments to  
20 those sections.

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22 **SEC. 20.54.3. CONTRACT REQUIREMENTS.**

23 Every Housing-Related Contract executed after the operative date of this Article VI shall  
24 contain provisions in which the Housing Provider agrees to the following requirements:  
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1           (a) Within six months of placing any Client in Permanent Supportive Housing and at least once  
2 every calendar year thereafter, the Housing Provider shall inform the Agency of all Public Benefits for  
3 which the Client has applied and all Public Benefits the Client is receiving.

4           (b) (1) The Housing Provider shall make reasonable efforts to help Clients determine the  
5 Public Benefits for which they may be reasonably eligible, and help Clients enroll in all Public Benefits  
6 for which they may be reasonably eligible. “Reasonable efforts” within the meaning of the previous  
7 sentence shall include but not be limited to meeting, or attempting to meet, with all Clients at least once  
8 per calendar year to discuss the Public Benefits they are receiving, the Public Benefits for which they  
9 have applied, and the Public Benefits for which they may be eligible but for which they have not  
10 applied. A Housing Provider satisfies the requirement of “attempting to meet” with a Client within the  
11 meaning of the previous sentence if the Housing Provider supplies the Client with a written notice of  
12 the date, time, and location of the proposed meeting at least two weeks before the meeting, then  
13 attempts to notify the Client at least twice by phone and at least once in person of the date, time, and  
14 location of the meeting. A Client “may be reasonably eligible” for a Public Benefit within the meaning  
15 of this subsection (b)(1) if the Housing Provider determines that the Client satisfies all of the criteria  
16 set forth on the worksheet created by the Agency pursuant to Section 20.54.5 of this Article VI.

17           (2) During the meeting with the Client described in subsection (b)(1), the Housing  
18 Provider shall provide the Client with a document listing all Public Benefits for which the Client may  
19 be reasonably eligible and each step the Client must take in order to apply for those Public Benefits.  
20 For all Public Benefits that may be applied for in-person at the Agency and for which it is possible to  
21 make an appointment, the Housing Provider shall make an appointment for the Client with an  
22 Eligibility Worker at the Agency, and shall provide the date, time, and location of the appointment to  
23 the Client in writing.

24           (c) Each Housing Provider shall produce and provide to the Agency a report each year that  
25 includes the following information:

1           (1) The percentage of Clients enrolled in all of the Public Benefits for which they are  
2 eligible;

3           (2) The percentage of Clients who have applied for all of the Public Benefits for which  
4 they are eligible;

5           (3) A summary of the reasonable efforts made pursuant to subsection (b) of this Section  
6 20.54.3 to help Clients enroll in all Public Benefits for which they may be reasonably eligible; and

7           (4) If all Clients are not enrolled in the maximum Public Benefits for which they are  
8 eligible, an explanation as to why a higher percentage of Clients are not so enrolled and a description  
9 of efforts that will be made to enroll more Clients in all Public Benefits for which they may be  
10 reasonably eligible.

11           (d) Each Housing Provider shall retain for three years copies of all documents generated or  
12 received pursuant to this Section 20.54.3 of this Article VI.

13           (e) Each Housing Provider shall cooperate fully with the Agency when it conducts audits and  
14 investigations, including allowing the Agency full and complete access to documents and employees.

15           (f) No Housing Provider shall discharge, reduce in compensation, or otherwise discriminate  
16 against any employee for notifying the Agency of a possible violation of this Article VI or assisting or  
17 otherwise participating in audits and investigations conducted by the Agency under Section 20.54.6 of  
18 this Article VI.

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20           **SEC. 20.54.4. ADDITIONAL CONTRACT REQUIREMENTS; REMEDIES.**

21           Every Housing-Related Contract executed after the operative date of this Article VI shall  
22 contain provisions in which the Housing Provider agrees to the following:

23           (a) That for failure to comply with the requirements of this Article VI, the Agency may require  
24 the Housing Provider to pay the City liquidated damages of up to \$1,000 for each violation of this  
25 Article VI; and

1           (b) To be subject to the procedures governing enforcement of a breach of the terms of a  
2 Housing-Related Contract, which terms are set forth in Section 20.54.6.

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4           **SEC. 20.54.5. WORKSHEET REGARDING CLIENT ELIGIBILITY FOR BENEFITS.**

5           (a) The Agency shall create a worksheet that lists the criteria for eligibility for each Public  
6 Benefit.

7           (b) The Agency shall provide this worksheet to all Housing Providers and shall post this  
8 worksheet on its website.

9           (c) The Agency shall regularly update this worksheet to reflect any changes that are made to  
10 the laws regarding eligibility for Public Benefits.

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12           **SEC. 20.54.6. AUDITS AND INVESTIGATIONS.**

13           (a) On an annual basis, the Agency shall conduct two or more audits of Housing Providers to  
14 determine compliance with the requirements of this Article VI.

15           (b) The Agency shall have the authority to investigate violations of this Article VI.

16           (c) Determination of Violation. Upon determining that a Housing Provider may have violated  
17 the terms of a Housing-Related Contract, the Agency shall send written notice to the Housing Provider  
18 of the possible violation, the amount of liquidated damages the Agency seeks to impose for the  
19 violation, and the Housing Provider's right to respond to the Agency's initial determination by  
20 submitting pertinent documents and other information. The written notice shall also notify the Housing  
21 Provider that the Agency is authorized to direct the Controller to withhold payment otherwise due to  
22 the Housing Provider. If, after providing the Housing Provider with a reasonable opportunity to  
23 respond to the allegations and after considering any response of the Housing Provider, the Agency  
24 makes a final determination that a violation has occurred, the Agency shall provide a written notice of  
25 violation and the amount of liquidated damages to the Housing Provider.

1           (d) Right to Appeal. The Housing Provider may appeal the Agency’s final determination. The  
2 Housing Provider must file an appeal with the Controller in writing, specifying the basis for contesting  
3 the determination, no later than 15 days after the date of the notice of determination, which date shall  
4 be no more than one business day earlier than the date the Agency sends or gives the notice of  
5 determination to the Housing Provider. Failure to file an appeal in writing within 15 days shall cause  
6 the Agency’s determination to be deemed a final administrative decision by the City.

7           (e) Administrative Hearing.

8           (1) Within 15 days after an appeal is filed, the Controller shall appoint a hearing  
9 officer and shall notify the Agency and the Housing Provider of the appointment.

10           (2) The hearing officer shall promptly set a date for a hearing. The hearing shall  
11 commence within 45 days after the notification of the appointment of the hearing officer and conclude  
12 within 75 days after such notification unless all parties agree to a later date for concluding the hearing.

13           (3) The Agency shall have the burden of producing evidence that the Housing Provider  
14 has violated the requirements of this Article VI and the burden of proving the violation.

15           (f) Hearing Officer’s Decision.

16           (1) Within 30 days of the conclusion of the hearing, the hearing officer shall issue a  
17 written decision affirming, modifying, or vacating the Agency’s determination.

18           (2) If the hearing officer vacates the Agency’s determination in its entirety, that decision  
19 shall also vacate any assessment of liquidated damages. If the hearing officer affirms the Agency’s  
20 determination, the hearing officer shall issue a decision upholding the Agency’s determination,  
21 including the amount of the liquidated damages assessed by the Agency. If the hearing officer modifies  
22 the Agency’s determination, the hearing officer shall issue a decision modifying the Agency’s  
23 determination, including setting forth, if applicable, the modified amount of the liquidated damages.

24           (3) The hearing officer’s decision shall consist of findings and a determination, which  
25 shall be final. The Housing Provider may seek review of the hearing officer’s decision only by filing in

1 the San Francisco Superior Court a petition for a writ of mandate under California Code of Civil  
2 Procedure, section 1094.5, as may be amended from time to time.

3 (4) The failure of the Controller or hearing officer to comply with the time  
4 requirements of this Section 20.54.6 shall not cause the Controller or the hearing officer to lose  
5 jurisdiction over an appeal from the Agency's determination.

6 (5) Upon the hearing officer's decision affirming or modifying the Agency's  
7 determination, the Housing Provider shall take the corrective action, including the payment of  
8 liquidated damages, if any, within 14 days of receiving the hearing officer's decision. When a Housing  
9 Provider fails to take corrective action within the required time, the City may immediately pursue all  
10 available remedies against the Housing Provider.

11 (g) Withholding of Payments by Controller.

12 (1) When the Agency sends notice to a Housing Provider of its final determination that  
13 the Housing Provider has violated the requirements of this Article VI and of the Housing Provider's  
14 right of appeal to the Controller, the Agency may direct the Controller to deduct from the payments  
15 otherwise due to the Housing Provider the amounts that the Agency has determined the Housing  
16 Provider must pay to the City as liquidated damages. The Controller, in issuing any warrant for any  
17 such payment, shall deduct the amounts specified by the Agency.

18 (2) The Controller shall withhold these funds until: (A) the hearing officer issues a  
19 decision finding that the Housing Provider does not owe all or a portion of the amount withheld, in  
20 which case the Controller shall release funds to the Housing Provider consistent with the hearing  
21 officer's decision; or (B) the Housing Provider consents to the use of the funds to pay the City the  
22 amounts that the Agency or hearing officer found due. As to any funds being withheld for which neither  
23 (A) nor (B) applies, the Controller shall retain the funds until the hearing officer's decision is no longer  
24 subject to judicial review, at which time the Controller shall place all amounts due as liquidated  
25 damages in the General Fund, provided that this action is consistent with any final judicial



1 determination if the Housing Provider has sought judicial review under this Section 20.54.6.  
2 Notwithstanding the provisions of this subsection (g)(2), the Agency may authorize the release of  
3 payments withheld from the Housing Provider under this Section 20.54.6 if the Agency determines that  
4 the continued withholding of funds imposes a substantial risk of endangering public health or safety, or  
5 interfering with a service or project that is essential to the City.

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7 **SEC. 20.54.7. NO CONFLICT WITH FEDERAL OR STATE LAW.**

8 Nothing in this Article VI shall be interpreted or applied so as to create any requirement,  
9 power, or duty in conflict with any federal or state law.

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11 Section 2. Effective and Operative Dates.

12 (a) Effective Date. This ordinance shall become effective 30 days after enactment.  
13 Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance  
14 unsigned or does not sign the ordinance within ten days of receiving it, or the Board of  
15 Supervisors overrides the Mayor’s veto of the ordinance.

16 (b) Operative Date. This ordinance shall become operative 90 days after enactment.

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18 APPROVED AS TO FORM:  
19 DENNIS J. HERRERA, City Attorney

20 By: \_\_\_\_\_  
21 JOSHUA S. WHITE  
22 Deputy City Attorney

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