File No.	<u>150624</u>	Committee Item No	
	٠.	Board Item No.	
. (COMMITTEE/BOAR	D OF SUPERVISO	ORS
	AGENDA PACKE	T CONTENTS LIST	
Committee:	Budget and Finance		cember 9, 2015
Board of Su	pervisors Meeting	Date 14	UUARY 12, 2016
Cmte Boa	rd	•	
	Motion Resolution Ordinance Legislative Digest Budget and Legislative A Youth Commission Rep Introduction Form Department/Agency Cov MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Form 126 – Ethics Command Letter Application Public Correspondence	ort /er Letter and/or Repor mission	t
OTHER	(Use back side if addition	onal space is needed)	•
	by: Victor Young		er 4, 2015

AMENDED IN COMMITTEE 12/9/15 ORDINANCE NO.

FILE NO. 150624

1	[Administrative Code - Supportive Housing Tenants' Enrollment in Public Benefits]
2	
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.
10	
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. Deletions to Codes are in strikethrough italics Times New Roman font.
13	Board amendment additions are in double-underlined Arial font. Board amendment deletions are in strikethrough Arial font.
14	Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.
15	
16	Be it ordained by the People of the City and County of San Francisco:
17	
18	Section 1. The Administrative Code is hereby amended by adding Article VI, Sections
19	20.54.1 through 20.54.5, to Chapter 20, to read as follows:
20	ARTICLE VI: ENROLLMENT IN SOCIAL SERVICES
21	
22	<u>SEC. 20.54.1. TITLE.</u>
23	This Article VI shall be known as the "Public Benefits Utilization Ordinance."
24	
25	

SEC. 20.54.2. DEFINITIONS.

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

"Agency" shall mean the Human Services Agency or the Department of Human Services.

"CalFresh" shall mean the program that provides monthly benefits to low-income households
that can be used for the purchase of food, as set forth in California Welfare and Institutions Code

Sections 18900 et seq., including any future amendments to those sections.

<u>"CALM" shall mean Cash Assistance Linked to Medi-Cal. as set forth in Administrative</u>

<u>Code. Chapter 20, Article X, including any future amendments to that Article.</u>

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

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

"City" shall mean the City and County of San Francisco.

"Client" shall mean any person residing in or seeking to reside in Permanent Supportive

Housing and who is not subject to the Care Not Cash program. "Client" shall include any

dependent children under 18 years of age residing with or seeking to reside with the Client in

Permanent Supportive Housing.

-"Eligibility Worker" shall mean an Agency employee who specializes in determining eligibility for Public Benefits.

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

"Housing Provider" shall mean any Person that contracts with the Agency to administer

Permanent Supportive Housing.

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"Housing-Related Contract" shall mean any City-funded contract, lease, memorandum of understanding, or other agreement or amendment thereto entered into on or after the operative date of this Article VI between the Agency and a Housing Provider that provides for the administration of Permanent Supportive Housing to Clients of the Agency. "Housing-Related Contract" shall not include agreements between the San Francisco Housing Authority and the City, or contracts to provide City-funded services at Housing Authority developments.

"IHSS" shall mean the In-Home Supportive Services Program, as set forth in Administrative Code, Chapter 70, including any future amendments to that Chapter.

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

<u>"PAES" shall mean the Personal Assisted Employment Services Program, as set forth in Administrative Code, Chapter 20, Article IX, including any future amendments to that Article.</u>

"Permanent Supportive Housing" shall mean housing units for Clients that include on-site supportive services, including, without limitation, intake and assessment of Clients' needs, outreach to the Clients to assist them with health or social needs, management of the health or social needs of Clients, mediation of disputes with the property management, and referrals for services to the Clients. "Permanent Supportive Housing" shall not include any shelter that offers temporary overnight sleeping space on a short-term basis provided by the City on City-owned or leased property or through a contractual arrangement.

"Person" shall mean an individual, proprietorship, corporation, partnership, limited

partnership, limited liability partnership or company, trust, business trust, estate, association, joint

venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign.

<u>"Public Benefits" shall mean CalFresh, CalWORKs, General Assistance, Medi-Cal, SSI, and VA Benefits, PAES, IHSS, SSIP, and CALM.</u>

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

<u>"SSIP" shall mean Supplemental Security Income Pending, as set forth in</u>

<u>Administrative Code, Chapter 20, Article XI, including any future amendments to that Article.</u>

<u>"VA Benefits" shall mean benefits and entitlements provided by the United States Department of Veterans Affairs, as set forth in 38 U.S.C. Sections 101 et seq., including any future amendments to those sections.</u>

SEC. 20.54.3. CONTRACT REQUIREMENTS.

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

- (a) Within six months of placing any Client in Permanent Supportive Housing and at least once every calendar year thereafter, the Housing Provider shall inform the Agency of all Public Benefits for which the Client has applied and all Public Benefits the Client is receiving.
- (ba) (1) The Housing Provider shall make reasonable efforts to help Clients determine the Public Benefits for which they may be reasonably eligible, and help Clients enroll in all Public Benefits for which they may be reasonably eligible. "Reasonable efforts" within the meaning of the previous sentence shall include but not be limited to meeting, or attempting to meet, with all Clients within three months of the Client's placement in Permanent Supportive Housing and at least once per calendar year thereafter at least once per calendar year to discuss the Public Benefits the Client is they are receiving, the Public Benefits for which the Client has they have applied, and the Public Benefits for which they the Client may be eligible but for which the Client has they have not applied. A Housing Provider satisfies the requirement of "attempting to meet" with a Client within the meaning of the previous sentence if the Housing Provider supplies the Client with a written notice of the date.

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time, and location of the proposed meeting at least two weeks before the meeting, then attempts to notify the Client at least twice by phone and at least once in person of the date, time, and location of the meeting. A Client "may be reasonably eligible" for a Public Benefit within the meaning of this Section 20.54.3 subsection (b)(1) if the Housing Provider determines that the Client satisfies all of the criteria set forth on the worksheet created by the Agency pursuant to Section 20.54.54 of this Article VI.

(2) During the each meeting with the Client described in subsection (ba)(1), the Housing Provider shall provide the Client with a document listing all Public Benefits for which the Client may be reasonably eligible and the different manners in which the Client may apply each step the Client must take in order to apply for those Public Benefits. For all Public Benefits that may be applied for in person at the Agency and for which it is possible to make an appointment, the Housing Provider shall make an appointment for the Client with an Eligibility Worker at the Agency, and shall provide the date, time, and location of the appointment to the Client in writing. The Provider shall assist the Client to apply for all Public Benefits for which the Client may be reasonably eligible by: making an intake appointment for the Client at the Agency and providing the date, time and location of the appointment to the Client in writing; by assisting the Client to apply online; by assisting the Client to fill out and mail a paper application; or by assisting the Client to call the Agency to apply by phone.

- (e<u>b</u>) <u>During each meeting with the Client described in subsection (a)(1), the Housing Provider shall provide the Client with the release described in subsection (b) of Section 20.54.4 of this Article VI. The Housing Provider shall explain to the Client the purpose of the release.</u>
- (b<u>c</u>) Each Housing Provider shall produce and provide to the Agency a report each year that includes the following information:

1	(1) The percentage of Clients enrolled in all of the each Public Benefits for which
2	they are eligible;
3	(2) The percentage of Clients who have applied for all of the Public Benefits for which
4	they are may be reasonably eligible;
5	(3) A summary of the reasonable efforts made pursuant to subsection (ba) of this
6	Section 20.54.3 to help Clients enroll in all Public Benefits for which they may be reasonably eligible;
7	<u>and</u>
8	(4) If all Clients are not enrolled in the maximum Public Benefits for which they may
9	be reasonably are eligible, an explanation as to why a higher percentage of Clients are not so
10	enrolled and a description of efforts that will be made to enroll more Clients in all Public Benefits for
11	which they may be reasonably eligible.
4.Ú	A Housing Provider's first report required by this subsection (c) shall be due one year
13	from the execution of any Housing-Related Contract entered into after operative date of this
14	Article VI.
15	(ed) Each Housing Provider shall retain for three years copies of all documents generated or
16	received pursuant to this Section 20.54.3 of this Article VI.
17	(de) Each Housing Provider shall cooperate fully with the Agency when it conducts its annual
18	contract monitoring visit, as well as any audits and investigations, including allowing the Agency
19	full and complete access to documents and employees.
20	$(e\underline{f})$ No Housing Provider shall discharge, reduce in compensation, or otherwise discriminate
21	against any employee for notifying the Agency of a possible violation of this Article VI or assisting or
22	otherwise participating in audits and investigations conducted by the Agency under Section
23	20.54.6 of this Article VI.
24	

SEC. 20.54.4. ADDITIONAL CONTRACT REQUIREMENTS; REMEDIES.

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

- (a) That for failure to comply with the requirements of this Article VI, the Agency may require the Housing Provider to pay the City liquidated damages of up to \$1,000 for each violation of this Article VI; and
- (b) To be subject to the procedures governing enforcement of a breach of the terms of a Housing-Related Contract, which terms are set forth in Section 20.54.6 of this Article VI.

SEC. 20.54.45. DOCUMENTS TO BE CREATED BY THE AGENCY WORKSHEET REGARDING CLIENT ELIGIBILITY FOR BENEFITS.

- (a) The Agency shall create a worksheet that lists the general criteria for eligibility for each

 Public Benefit. (b) The Agency shall provide this worksheet to all Housing Providers and shall post this

 worksheet on its website. (c) The Agency shall regularly update this worksheet to reflect any changes

 that are made to the laws regarding eligibility for Public Benefits.
- (b) The Agency shall create a consent to release information form that allows the Housing Providers and the Agency to exchange information regarding the public aid status of the Client. The Agency shall provide this release to all Housing Providers and shall post this release on its website.

SEC. 20.54.6. AUDITS AND INVESTIGATIONS.

- (a) On an annual basis, the Agency shall conduct two or more audits of Housing .

 Providers to determine compliance with the requirements of this Article VI.
 - (b) The Agency shall have the authority to investigate violations of this Article VI.
- (c) Determination of Violation. Upon determining that a Housing Provider may have violated the terms of a Housing Related Contract, the Agency shall send written notice to the

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Housing Provider of the possible violation, the amount of liquidated damages the Agency seeks to impose for the violation, and the Housing Provider's right to respond to the Agency's initial determination by submitting pertinent documents and other information. The written notice shall also notify the Housing Provider that the Agency is authorized to direct the Controller to withhold payment otherwise due to the Housing Provider. If, after providing the Housing Provider with a reasonable opportunity to respond to the allegations and after considering any response of the Housing Provider, the Agency makes a final determination that a violation has occurred, the Agency shall provide a written notice of violation and the amount of liquidated damages to the Housing Provider.

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

————(3)—The Agency shall have the burden of producing evidence that the Housing
Provider has violated the requirements of this Article VI and the burden of proving the
violation.
(f) Hearing Officer's Decision.
——————————————————————————————————————
issue a written decision affirming, modifying, or vacating the Agency's determination.
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decision shall also vacate any assessment of liquidated damages. If the hearing officer affirms
the Agency's determination, the hearing officer shall issue a decision-upholding the Agency's
determination, including the amount of the liquidated damages assessed by the Agency. If
the hearing officer modifies the Agency's determination, the hearing officer shall issue a
decision modifying the Agency's determination, including setting forth, if applicable, the
modified amount of the liquidated damages.
(3) The hearing officer's decision shall consist of findings and a determination,
which shall be final. The Housing Provider may seek review of the hearing officer's decision
only by filing in the San Francisco Superior Court a petition for a writ of mandate under
Galifornia Code of Civil Procedure, section 1094.5, as may be amended from time to time.
(4) The failure of the Controller or hearing officer to comply with the time
requirements of this Section 20.54.6 shall not cause the Controller or the hearing officer to
lose jurisdiction over an appeal from the Agency's determination.
————(5) Upon the hearing officer's decision affirming or modifying the Agency's
determination, the Housing Provider shall take the corrective action, including the payment of
liquidated damages, if any, within 14 days of receiving the hearing officer's decision. When a
Housing Provider fails to take corrective action within the required time, the City may

immediately pursue all available remedies against the Housing-Provider.

- (g) Withholding of Payments by Controller.
- (1) When the Agency sends notice to a Housing Provider of its final determination that the Housing Provider has violated the requirements of this Article VI and of the Housing Provider's right of appeal to the Controller, the Agency may direct the Controller to deduct from the payments otherwise due to the Housing Provider the amounts that the Agency has determined the Housing Provider must pay to the City as liquidated damages. The Controller, in issuing any warrant for any such payment, shall deduct the amounts specified by the Agency.
- (2) The Controller shall withhold these funds until: (A) the hearing officer issues a decision finding that the Housing Provider does not owe all or a portion of the amount withhold, in which case the Controller shall release funds to the Housing Provider consistent with the hearing officer's decision; or (B) the Housing Provider consents to the use of the funds to pay the City the amounts that the Agency or hearing officer found due. As to any funds being withhold for which neither (A) nor (B) applies, the Controller shall retain the funds until the hearing officer's decision is no longer subject to judicial review, at which time the Controller shall place all amounts due as liquidated damages in the General Fund, provided that this action is consistent with any final judicial determination if the Housing Provider has sought judicial review under this Section 20.54.6. Notwithstanding the provisions of this subsection (g)(2), the Agency may authorize the release of payments withheld from the Housing Provider under this Section 20.54.6 if the Agency determines that the continued withholding of funds imposes a substantial risk of endangering public health or safety, or interfering with a service or project that is essential to the City.

SEC. 20.54.75. NO CONFLICT WITH FEDERAL OR STATE LAW.

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

Section 2. Effective and Operative Dates.

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

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By:

JOSHUA S.WHITE Deputy City Attorney

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LEGISLATIVE DIGEST

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

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

Existing Law

The Human Services Agency ("HSA") enters into contracts with housing providers to administer permanent supportive housing. No City law requires these contracts to include provisions obligating the housing providers to make reasonable efforts to help clients determine the public benefits for which they may be eligible, help clients apply for the public benefits for which they may be eligible, or provide information to the City about client enrollment in public benefits.

Amendments to Current Law

This Ordinance adds Article VI to Chapter 20. Article VI applies to any Housing Provider that enters into a Housing-Related Contract with the City. A Housing-Related Contract is any contract, or amendment thereto, that provides for the administration of Permanent Supportive Housing to Clients of HSA. A Housing Provider is any entity that contracts with HSA to administer Permanent Supportive Housing.

Article VI requires every Housing-Related Contract to contain provisions in which the Housing Provider agrees to the following requirements:

- The Housing Provider shall make reasonable efforts to help Clients determine the Public Benefits for which they may be reasonably eligible, and help Clients enroll in all Public Benefits for which they may be reasonably eligible. Public Benefits include CalFresh, CalWORKs, General Assistance, Medi-Cal, SSI, and VA Benefits, PAES, IHSS, SSIP, and CALM.
- The Housing Provider shall provide an annual report to HSA regarding Client enrollment in Public Benefits.

The ordinance would be enforced by HSA.

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BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO:

Olson Lee, Director, Mayor's Office of Housing & Community Development

Delene Wolf, Executive Director, Rent Board

Ben Rosenfield, City Controller, Office of the City Controller Trent Rhorer, Executive Director, Human Services Agency

FROM:

Andrea Ausberry, Assistant Clerk, Land Use and Transportation Committee, Board

of Supervisors

DATE:

June 30, 2015

SUBJECT:

LEGISLATION INTRODUCED

The Board of Supervisors' Land Use and Transportation Committee has received the following legislation, introduced by Supervisor Farrell on June 9, 2015:

File No. 150624

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

If you have any additional 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: Sophie Hayward, Mayor's Office of Housing Eugene Flannery, Mayor's Office of Housing Todd Rydstrom, Deputy Controller Louise Rainey, Commission Secretary

FIL 150424 BOSII, COB, L71, BrF,

Leg Clerk, Dep City Gity

City Hall

1 Dr. Carlton B. Goodlett Place, Room 244

San Francisco 04102 4690

San Francisco 94102-4689

Tel. No. 554-7630 Fax No. 554-7634 TDD/TTY No. 544-5227

President, District 5 **BOARD of SUPERVISORS**



London Breed

,	PRESIDENTIAL ACTION	
Date:	November 19, 2015	A TORREST
То:	Angela Calvillo, Clerk of the Board of Supervisors	
Madam Cle Pursuant to	erk, o Board Rules, I am hereby:	сл 👙
	Waiving 30-Day Rule (Board Rule No. 3.23)	
	File No(Primary Sponsor) Title	
X	Transferring (Board Rule No. 3.3)	
	File No. 150624 Farrell (Primary Sponsor)	
	Title. Supportive Housing Tenants' Enrollment in P	
	From: Land Use & Transportation Co	mmittee
	To: Budget & Finance Co	mmittee
	Assigning Temporary Committee Appointment (Board Rule No.	3.1)
	Supervisor	· .
	Replacing Supervisor	
	For:	Meeting
	(Date) (Committee)	

London Breed, President Board of Supervisors



Introduction Form

By a Member of the Board of Supervisors or the Mayor

I hereby submit the following item for introduction (select only one):	Time stamp or meeting date
	mandmant)
1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter A	menament
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	inquires"
☐ 5. City Attorney request.	
6. Call File No. from Committee.	·
7. Budget Analyst request (attach written motion).	
8. Substitute Legislation File No.	
9. Reactivate File No.	
☐ 10. Question(s) submitted for Mayoral Appearance before the BOS on	A
☐ Small Business Commission ☐ Youth Commission ☐ Ethic ☐ Planning Commission ☐ Building Inspection Co Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Agenda (a resolution not on the printed agenda).	
Sponsor(s):	
Supervisor Mark E. Farrell	
Subject:	
Administrative Code - Supportive Housing Tenants' Enrollment in Public Benefits	
The text is listed below or attached:	
Attached.	
Signature of Sponsoring Supervisor:	
For Clerk's Use Only:	