

[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.

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

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

Section 1. The Administrative Code is hereby amended by adding Article VI, Sections 20.54.1 through 20.54.5, to Chapter 20, to read as follows:

ARTICLE VI: ENROLLMENT IN SOCIAL SERVICES

SEC. 20.54.1. TITLE.

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

1 **SEC. 20.54.2. DEFINITIONS.**

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

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

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

7 “CALM” shall mean Cash Assistance Linked to Medi-Cal. as set forth in Administrative
8 Code, Chapter 20, Article X, including any future amendments to that Article.

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

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

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

15 ~~“Client” shall mean any person residing in or seeking to reside in Permanent Supportive~~
16 ~~Housing and who is not subject to the Care Not Cash program. “Client” shall include any~~
17 ~~dependent children under 18 years of age residing with or seeking to reside with the Client in~~
18 ~~Permanent Supportive Housing.~~

19 ~~“Eligibility Worker” shall mean an Agency employee who specializes in determining~~
20 ~~eligibility for Public Benefits.~~

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

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

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

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

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

11 “PAES” shall mean the Personal Assisted Employment Services Program, as set forth
12 in Administrative Code, Chapter 20, Article IX, including any future amendments to that
13 Article.

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

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

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

24 “Public Benefits” shall mean CalFresh, CalWORKs, General Assistance, Medi-Cal, SSI, and
25 VA Benefits, PAES, IHSS, SSIP, and CALM.

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

4 “SSIP” shall mean Supplemental Security Income Pending, as set forth in
5 Administrative Code, Chapter 20, Article XI, including any future amendments to that Article.

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

9
10 **SEC. 20.54.3. CONTRACT REQUIREMENTS.**

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

13 ~~(a) Within six months of placing any Client in Permanent Supportive Housing and at~~
14 ~~least once every calendar year thereafter, the Housing Provider shall inform the Agency of all~~
15 ~~Public Benefits for which the Client has applied and all Public Benefits the Client is receiving.~~

16 ~~(b)~~ (1) The Housing Provider shall make reasonable efforts to help Clients determine the
17 Public Benefits for which they may be reasonably eligible, and help Clients enroll in all Public Benefits
18 for which they may be reasonably eligible. “Reasonable efforts” within the meaning of the previous
19 sentence shall include but not be limited to meeting, or attempting to meet, with all Clients within three
20 months of the Client’s placement in Permanent Supportive Housing and at least once per
21 calendar year thereafter at least once per calendar year to discuss the Public Benefits the Client
22 is they are receiving, the Public Benefits for which the Client has they have applied, and the Public
23 Benefits for which they the Client may be eligible but for which the Client has they have not applied.
24 A Housing Provider satisfies the requirement of “attempting to meet” with a Client within the meaning
25 of the previous sentence if the Housing Provider supplies the Client with a written notice of the date,

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

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

19 (eb) During each meeting with the Client described in subsection (a)(1), the Housing
20 Provider shall provide the Client with the release described in subsection (b) of Section
21 20.54.4 of this Article VI. The Housing Provider shall explain to the Client the purpose of the
22 release.

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

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 and

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.

12 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 ~~(ef)~~ 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
25 **SEC. 20.54.4. ~~ADDITIONAL CONTRACT REQUIREMENTS; REMEDIES.~~**

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

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

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

8
9 **SEC. 20.54.45. DOCUMENTS TO BE CREATED BY THE AGENCY WORKSHEET**
10 **REGARDING CLIENT ELIGIBILITY FOR BENEFITS.**

11 (a) The Agency shall create a worksheet that lists the general criteria for eligibility for each
12 Public Benefit. (b) The Agency shall provide this worksheet to all Housing Providers and shall post this
13 worksheet on its website. (c) The Agency shall regularly update this worksheet to reflect any changes
14 that are made to the laws regarding eligibility for Public Benefits.

15 (b) The Agency shall create a consent to release information form that allows the
16 Housing Providers and the Agency to exchange information regarding the public aid status of
17 the Client. The Agency shall provide this release to all Housing Providers and shall post this
18 release on its website.

19
20 **SEC. 20.54.6. AUDITS AND INVESTIGATIONS.**

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

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

24 (c) Determination of Violation. Upon determining that a Housing Provider may have
25 violated the terms of a Housing-Related Contract, the Agency shall send written notice to the

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

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

17 ~~(e) Administrative Hearing.~~

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

20 ~~—— (2) The hearing officer shall promptly set a date for a hearing. The hearing shall~~
21 ~~commence within 45 days after the notification of the appointment of the hearing officer and~~
22 ~~conclude within 75 days after such notification unless all parties agree to a later date for~~
23 ~~concluding the hearing.~~

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

4 ~~(f) Hearing Officer's Decision.~~

5 ~~—— (1) Within 30 days of the conclusion of the hearing, the hearing officer shall~~
6 ~~issue a written decision affirming, modifying, or vacating the Agency's determination.~~

7 ~~—— (2) If the hearing officer vacates the Agency's determination in its entirety, that~~
8 ~~decision shall also vacate any assessment of liquidated damages. If the hearing officer affirms~~
9 ~~the Agency's determination, the hearing officer shall issue a decision upholding the Agency's~~
10 ~~determination, including the amount of the liquidated damages assessed by the Agency. If~~
11 ~~the hearing officer modifies the Agency's determination, the hearing officer shall issue a~~
12 ~~decision modifying the Agency's determination, including setting forth, if applicable, the~~
13 ~~modified amount of the liquidated damages.~~

14 ~~—— (3) The hearing officer's decision shall consist of findings and a determination,~~
15 ~~which shall be final. The Housing Provider may seek review of the hearing officer's decision~~
16 ~~only by filing in the San Francisco Superior Court a petition for a writ of mandate under~~
17 ~~California Code of Civil Procedure, section 1094.5, as may be amended from time to time.~~

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

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

1 ~~(g) Withholding of Payments by Controller.~~

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

9 ~~(2) The Controller shall withhold these funds until: (A) the hearing officer issues~~
10 ~~a decision finding that the Housing Provider does not owe all or a portion of the amount~~
11 ~~withheld, in which case the Controller shall release funds to the Housing Provider consistent~~
12 ~~with the hearing officer's decision; or (B) the Housing Provider consents to the use of the~~
13 ~~funds to pay the City the amounts that the Agency or hearing officer found due. As to any~~
14 ~~funds being withheld for which neither (A) nor (B) applies, the Controller shall retain the funds~~
15 ~~until the hearing officer's decision is no longer subject to judicial review, at which time the~~
16 ~~Controller shall place all amounts due as liquidated damages in the General Fund, provided~~
17 ~~that this action is consistent with any final judicial determination if the Housing Provider has~~
18 ~~sought judicial review under this Section 20.54.6. Notwithstanding the provisions of this~~
19 ~~subsection (g)(2), the Agency may authorize the release of payments withheld from the~~
20 ~~Housing Provider under this Section 20.54.6 if the Agency determines that the continued~~
21 ~~withholding of funds imposes a substantial risk of endangering public health or safety, or~~
22 ~~interfering with a service or project that is essential to the City.~~

23
24 **SEC. 20.54.75. NO CONFLICT WITH FEDERAL OR STATE LAW.**

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

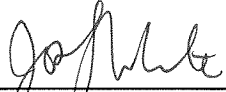
3
4 Section 2. Effective and Operative Dates.

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

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

10
11 APPROVED AS TO FORM:
12 DENNIS J. HERRERA, City Attorney

13 By:


14 JOSHUA S. WHITE
15 Deputy City Attorney

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City and County of San Francisco
Tails
Ordinance

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 150624

Date Passed: January 12, 2016

Ordinance amending the Administrative Code to require providers of City-funded permanent supportive housing to 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.

December 02, 2015 Budget and Finance Committee - CONTINUED

December 09, 2015 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

December 09, 2015 Budget and Finance Committee - RECOMMENDED AS AMENDED

December 15, 2015 Board of Supervisors - PASSED, ON FIRST READING

Ayes: 11 - Avalos, Breed, Campos, Cohen, Farrell, Kim, Mar, Peskin, Tang, Wiener and Yee

January 12, 2016 Board of Supervisors - FINALLY PASSED

Ayes: 10 - Avalos, Breed, Campos, Farrell, Kim, Mar, Peskin, Tang, Wiener and Yee

Excused: 1 - Cohen

File No. 150624

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 1/12/2016 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor

1/19/16.

Date Approved