

1 [Administrative Code - Revising 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; establish the minimum number of**

5 **Committee site visits for shelters with more than one complaint or more than three**

6 **compliance findings within a fiscal year; revise eligibility criteria for a Committee seat;**

7 **revise the Standards of Care for City Shelters by establishing requirements for shower**

8 **stalls with working hot and cold water controls, minimum passing space for sleeping**

9 **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; and update several programmatic terms.**

12 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.

13 **Additions to Codes** are in *single-underline italics Times New Roman font*.

14 **Deletions to Codes** are in ~~*strikethrough italics Times New Roman font*~~.

15 **Board amendment additions** are in double-underlined Arial font.

16 **Board amendment deletions** are in ~~strikethrough Arial font~~.

17 **Asterisks (* * * *)** indicate the omission of unchanged Code subsections or parts of tables.

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

19 Section 1. The Administrative Code is hereby amended by revising Article XII of

20 Chapter 20, Sections 20.304 and 20.305, to read as follows:

21

22 **ARTICLE XII: SHELTER MONITORING COMMITTEE**

23

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. Committee members shall conduct at least six site visits,
12 consisting of four unannounced visits and two announced visits, to shelters that have more than one
13 complaint or three out-of-compliance findings during site visits in the previous fiscal year. All site
14 visits shall occur during shelter operating hours only. After consulting shelter staff, the
15 Committee shall post Committee contact information and information regarding announced
16 visits at each shelter. Each team shall prepare a report for the full Committee on their findings
17 and recommendations as described below under subsection (b), "Reports."

18 * * * *

19
20 **SEC. 20.305. MEMBERSHIP AND ORGANIZATION.**

21 (a) The membership of the Committee shall reflect the diversity of the homeless
22 people that access shelter in the City. The Committee shall consist of 12 members, appointed
23 by the Homelessness Oversight Commission ("Commission") as follows:
24
25

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 or has experienced being homeless~~homeless or~~
3 ~~formerly homeless, and who is living or has lived with the person's homeless child under the age of 18.~~

4 * * * *

5
6 Section 2. The Administrative Code is hereby amended by revising Article XIII of
7 Chapter 20, Sections 20.400 through 20.402 and 20.404 through 20.406, to read as follows:

8
9 **ARTICLE XIII: STANDARD OF CARE FOR CITY SHELTERS**

10
11 **SEC. 20.400. FINDINGS.**

12 The Board of Supervisors finds and declares the following:

13 * * * *

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

19
20 **SEC. 20.401. DEFINITIONS.**

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

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

1 **(b)** "~~Program manager~~Contract monitor" means the City employee who monitors the
2 shelter ~~provider~~operator's compliance with the contract for shelter services.

3 **(c)** "Director" means the Executive Director of the department that contracts for services
4 at a particular shelter, or their designee ~~City department that oversees the contract for City-funded~~
5 ~~shelter services.~~

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

9 **(e)** "Shelter ~~provider~~operator" means the contracted nonprofit provider~~operator~~ of a
10 shelter.

11 **(f)** "Case management services" means those services offered to shelter clients by
12 people with the title of "case manager," or with equivalent job duties, that include, but are not
13 limited to, ~~housing~~ referrals to housing, public benefits, behavioral health, medical, and other social
14 services. ~~behavioral health services referrals, and mental health services.~~

15
16 **SEC. 20.402. PURPOSE.**

17 The purpose of this ~~Article~~Chapter is to establish standards of care ("shelter operating
18 standards") that the City must include in contracts with shelters and to ensure that the City
19 takes corrective enforcement measures against shelter ~~providers~~operators who fail to comply
20 with shelter operating standards.

21
22 **SEC. 20.404. CONTRACT REQUIREMENTS.**

23 (a) All contracts between the City and shelter ~~providers~~operators shall include
24 provisions that require shelter ~~providers~~operators to:

25 * * * *

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

8 * * * *

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

14 * * * *

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

17 (i) appropriate and secure storage of medication;

18 (ii) the provision of accessible sleeping, bathing and toileting facilities in
19 previously designated ADA compliant shelters. Sleeping areas designated as accessible shall
20 comply with Federal and State law requiring a minimum of 36 inches of passing space for any
21 side of a sleeping unit that is not up against a wall or partition, between sleeping units and a sleeping
22 surface height between 17-19 inches above the finished floor. In consultation with the
23 contracting City department, and based on a history of previous usage, shelter
24 provideroperators shall designate an adequate number of accessible sleeping units to meet
25 the needs of shelter clients requiring such facilities due to a mobility disability; and

1 (iii) reasonable modifications to shelter policies, practices, and procedures.

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

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

12 * * * *

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

18 * * * *

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

22 * * * *

23 (21) communicate with each client in the client's primary language or provide
24 professional translation services, including but not limited to American Sign Language
25 interpretation; however, children or other clients may be asked to translate in emergency

1 situations, in addition, signage regarding the availability of translation services shall be posted in the
2 language(s) spoken by a Substantial Number of Limited English-Speaking Persons, as required by
3 Chapter 91 of the Administrative Code;

4 * * * *

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

8 * * * *

9 ~~(29) to the extent not inconsistent with Proposition N, passed by the voters on November 5,~~
10 ~~2002, ensure that all single adult shelter reservations be for a minimum of 7 nights;~~

11 (~~2930~~) agree to comply with the California Department of Industrial Relations,
12 Division of Occupational Safety and Health (Cal-OSHA) General Industry Safety Orders
13 regarding Bloodborne Pathogens (8 CCR 5193) and its Injury and Illness Prevention Program
14 (8 CCR 3203), including but not limited to applicable requirements regarding personal
15 protective equipment, universal precautions, and the development of an exposure control
16 plan, as defined therein;

17 (~~3031~~) in consultation with the San Francisco Department of Public Health, provide
18 annual all-staff mandatory trainings, appropriate for each shelter position, that address Cal-
19 OSHA regulatory requirements listed in subsection (~~2930~~), above, as well as the following
20 topics:

21 * * * *

22 (b) In addition, every contract covered by this Article shall contain a provision in
23 which the shelter provideroperator agrees:

24 * * * *

1 (c) All contracts between the City and shelter *provideroperators* shall include
2 provisions for operational standards, which include but are not limited to the following:

3 * * * *

4 (d) The Board of Supervisors recognizes that these amendments will have a
5 material effect on the existing shelters whose contracts with the City require the City to pay
6 the shelter *provideroperators* a certain negotiated amount for services offered at each shelter.
7 The City and the shelter *provideroperators* contemplated that the shelters would operate at or
8 near capacity through most of the year. This legislation may reduce the number of beds
9 available in some shelters. In addition this legislation will impose obligations on shelter
10 *provideroperators* that exceed their obligations under their existing agreements with the City
11 and therefore increase their operating costs. City officials and shelter *provideroperators* based
12 their budgetary assumptions and contracting decisions on factors that existed before this
13 legislation existed. Therefore, the Board of Supervisors authorizes each City department
14 overseeing contracts affected by this legislation to negotiate amendments to existing contracts
15 to reflect these changes so long as current contract amounts are not reduced; and ³²

16 maximize the space *for sleeping* in the shelter to the fullest extent possible. Maximize the
17 space *for sleeping* in the shelter to the fullest extent possible. Maybe we should add a

18 clarifying clause, thus: Maximize the use of space in the shelter to the fullest
19 extent ~~possible~~ practicable, taking both livability and the need for more beds into account, for
20 the overall benefit of clients.

21 * * * *

22
23 **SEC. 20.405. COMPLAINT PROCESS AND INVESTIGATION.**

24 (a) Each shelter shall provide client complaint forms in common areas of the shelter
25 and shall make a complaint form available to a shelter client upon request. In addition, shelter

1 staff must accept and investigate written client complaints from the Shelter Monitoring
2 Committee. Shelter staff shall review and respond to written client complaints within 2
3 business days. Shelter staff shall make best efforts to take necessary corrective action in
4 response to all client complaints internally within 5 days. If the client is not satisfied with the
5 response, the shelter ~~provideroperator~~ shall refer the complaint to the ~~program managercontract~~
6 ~~monitor~~ and to the Shelter Monitoring Committee. The Shelter Monitoring Committee shall
7 investigate these complaints within 10 days of receipt of the complaint and shall provide the
8 shelter ~~provideroperator~~ with an opportunity to respond to the allegations. The Shelter
9 Monitoring Committee shall also forward the results of its investigation to the Director ~~of the San~~
10 ~~Francisco Department of Public Health (DPH), or his or her designee~~, who shall comply with
11 Section 20.406(a) below within 30 days.

12 (b) ~~TheEach~~ Director, ~~in consultation with the Director of DPH, or his or her designee,~~
13 shall promulgate appropriate guidelines or rules for the enforcement of the shelter
14 ~~provideroperator's~~ contractual obligations imposed pursuant to this Article. Such guidelines or
15 rules may establish procedures for ensuring fair, efficient, and cost-effective implementation of
16 these obligations, including mechanisms to monitor contractor compliance and to determine
17 whether a contractor has failed to comply with its contract obligations set forth in Section
18 20.404, above.

19 * * * *

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

23 (a) Where the Director ~~of DPH, or his or her designee~~, after providing the contractor
24 with the opportunity to respond to the alleged violation, determines that a contractor failed to
25

1 comply with the provisions of this Article, the Director ~~of DPH, or his or her designee,~~ shall
2 provide written notice to the contractor and the program manager~~contract monitor~~ as follows:

3 * * * *

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

6 * * * *

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

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

17 * * * *

18 (b) (1) Liquidated damages in the maximum amount set forth in this Section are a
19 reasonable estimate of harm to the City caused by the contractor's non-compliance with
20 contract provisions required by this Article. The Director ~~of DPH, or his or her designee,~~ may
21 determine that less than the full amount is warranted depending on the circumstances of each
22 case. The Director ~~of Public Health, or his or her designee,~~ shall adopt a schedule for liquidated
23 damages based on the degree of harm that the violation causes, the number of days the
24 violation occurs, and the number of shelter clients affected by the violation. In addition, the
25 Director ~~of Public Health, or his or her designee,~~ shall consider the following factors in

1 determining the amount of liquidated damages, if any, to impose against a contractor who fails
2 to comply with contract provisions required by this Article:

3 * * * *

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

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

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

23 * * * *

24 ~~—(e) Six months after the effective date of this ordinance, the Director of DPH shall provide a~~
25 ~~written report to the Board of Supervisors that shall address the following issues; the level of shelter~~

1 ~~compliance with this Chapter; the number of cases that have resulted in the imposition of liquidated~~
2 ~~damages; the number of cases that have been referred to an arbitration panel; and the financial impact~~
3 ~~of this Chapter, if any, on DPH.~~

4
5 Section 3. Effective Date. This ordinance shall become effective 30 days after
6 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
7 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
8 of Supervisors overrides the Mayor’s veto of the ordinance.

9
10 Section 4. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors
11 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,
12 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal
13 Code that are explicitly shown in this ordinance as additions, deletions, Board amendment
14 additions, and Board amendment deletions in accordance with the “Note” that appears under
15 the official title of the ordinance.

16
17 APPROVED AS TO FORM:
18 DAVID CHIU, City Attorney

19 By: _____
20 ADAM RADTKE
21 Deputy City Attorney

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