

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 at least six Committee site**

5 **visits for shelters that meet thresholds set by the Committee for complaints or out-of-**

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

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

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

9 **that are not up against a wall or partition, and signage posting regarding availability of**

10 **translation services; eliminate the minimum shelter stay requirement for single adult**

11 **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.**

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~~<sup>4</sup> 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~~<sup>two</sup> 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 by first  
12 establishing thresholds for the number of complaints or out-of-compliance findings during a year at a  
13 shelter and such thresholds shall be reflected in the Committee's By-Laws. The Committee shall visit  
14 those shelters that meet the determined thresholds of complaints or out-of-compliance findings at least  
15 six times in the subsequent year, consisting of at least four unannounced and two announced visits. All  
16 site visits shall occur during shelter operating hours only. After consulting shelter staff, the  
17 Committee shall post Committee contact information and information regarding announced  
18 visits at each shelter. Each team shall prepare a report for the full Committee on ~~its~~<sup>their</sup>  
19 findings and recommendations as described below under subsection (b), "Reports."

20 \* \* \* \*

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

23 (a) The membership of the Committee shall reflect the diversity of the homeless  
24 people that access shelter in the City. The Committee shall consist of 12 members, appointed  
25 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 experiencing or has experienced being  
3 homelesshomeless or formerly homeless, and who is living or has lived with the person's homeless  
4 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 providersoperators 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 providersoperators 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, that include, but are not limited to, referrals to  
24 housing, public benefits, and behavioral health, medical, 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 Director 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  
22 the 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 *provideroperators* shall include  
2 provisions that require shelter *provideroperators* 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 *provideroperators* 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~~~~develop~~ all meal plans, including meal  
14 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) and its Injury and Illness Prevention Program  
17 (8 CCR 3203), including but not limited to applicable requirements regarding personal  
18 protective equipment, universal precautions, and the development of an exposure control  
19 plan, as defined therein;

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

24 \* \* \* \*

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

3 \* \* \* \*

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

6 \* \* \* \*

7  
8  
9 **SEC. 20.405. COMPLAINT PROCESS AND INVESTIGATION.**

10 (a) Each shelter shall provide client complaint forms in common areas of the shelter  
11 and shall make a complaint form available to a shelter client upon request. In addition, shelter  
12 staff must accept and investigate written client complaints from the Shelter Monitoring  
13 Committee. Shelter staff shall acknowledge receipt of the client complaints within two  
14 business days. Shelter staff shall review and respond to written client complaints within 5  
15 business days. If the client is not satisfied with the response, the shelter *provideroperator* shall  
16 refer the complaint to the *program managercontract monitor* and to the Shelter Monitoring  
17 Committee. The Shelter Monitoring Committee shall investigate these complaints if requested  
18 by the client within 10 business days of receipt of the complaint and shall provide the shelter  
19 *provideroperator* with an opportunity to respond to the allegations. The Shelter Monitoring  
20 Committee shall also forward the results of its investigation to the Director *of the San Francisco*  
21 *Department of Public Health (DPH), or his or her designee*, who shall comply with Section  
22 20.406(a) below within 45 days.

23 (b) ~~The~~Each Director *in consultation with the Director of DPH, or his or her designee,*  
24 shall promulgate appropriate guidelines or rules for the enforcement of the shelter  
25 *provideroperator's* contractual obligations imposed pursuant to this Article XIII. Such guidelines



1 or rules may establish procedures for ensuring fair, efficient, and cost-effective  
2 implementation of these obligations, including mechanisms to monitor contractor compliance  
3 and to determine whether a contractor has failed to comply with its contract obligations set  
4 forth in Section 20.404, above.

5 \* \* \* \*

6  
7 **SEC. 20.406. CORRECTIVE ACTION PLAN, IMPOSITION OF LIQUIDATED**  
8 **DAMAGES.**

9 (a) Where the Director ~~of DPH, or his or her designee~~, after providing the contractor  
10 with the opportunity to respond to the alleged violation, determines that a contractor failed to  
11 comply with the provisions of this Article XIII, the Director ~~of DPH, or his or her designee~~, shall  
12 provide written notice to the contractor and the program manager~~contract monitor~~ as follows:

13 \* \* \* \*

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

16 \* \* \* \*

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

23 (6) that if the contractor fails to follow the corrective action plan or file an appeal in  
24 writing with the arbitration panel within 15 days as set forth above, the Director ~~of DPH, or his~~  
25

1 ~~or her designee~~'s determination shall be the City's final and binding decision which the City may  
2 enforce in a court of law, and

3 \* \* \* \*

4 (b) (1) ~~L~~iquidated damages in the maximum amount set forth in this ~~S~~ection  
5 20.406 are a reasonable estimate of harm to the City caused by the contractor's non-  
6 compliance with contract provisions required by this Article. ~~T~~he Director ~~of DPH, or his or her~~  
7 ~~designee~~, may determine that less than the full amount is warranted depending on the  
8 circumstances of each case. The Director ~~of Public Health, or his or her designee~~, shall adopt a  
9 schedule for liquidated damages based on the degree of harm that the violation causes, the  
10 number of days the violation occurs, and the number of shelter clients affected by the  
11 violation. In addition, the Director ~~of Public Health, or his or her designee~~, shall consider the  
12 following factors in determining the amount of liquidated damages, if any, to impose against a  
13 contractor who fails to comply with contract provisions required by this Article:

14 \* \* \* \*

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

23 (2) The arbitration panel shall promptly set a date for a hearing. The hearing must  
24 commence within 45 days of the notification of the appeal to the arbitration panel and  
25 conclude within 75 days of such notification, not including the issuance of a decision, unless

1 all parties agree to an extended period. If a contractor appeals the Director *of DPH, or his or her*  
2 *designee's* initial determination but fails to attend a hearing set under this subsection *(c)(2)*, the  
3 Director *of DPH, or his or her designee's* initial determination shall become final.

4 (3) The Director *of DPH, or his or her designee,* shall have the burden of producing  
5 evidence demonstrating the contractor's violation of contract provisions required by this Article  
6 and warranting imposition of liquidated damages. The contractor shall have the right to  
7 present evidence on its behalf in response to any alleged violation of contract provisions  
8 required by this Article.

9 \* \* \* \*

10 ~~—(e) Six months after the effective date of this ordinance, the Director of DPH shall provide a~~  
11 ~~written report to the Board of Supervisors that shall address the following issues; the level of shelter~~  
12 ~~compliance with this Chapter; the number of cases that have resulted in the imposition of liquidated~~  
13 ~~damages; the number of cases that have been referred to an arbitration panel; and the financial impact~~  
14 ~~of this Chapter, if any, on DPH.~~

15  
16 Section 3. Effective Date. This ordinance shall become effective 30 days after  
17 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the  
18 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board  
19 of Supervisors overrides the Mayor's veto of the ordinance.

20  
21 Section 4. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors  
22 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,  
23 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal  
24 Code that are explicitly shown in this ordinance as additions, deletions, Board amendment  
25

1 additions, and Board amendment deletions in accordance with the “Note” that appears under  
2 the official title of the ordinance.

3

4 APPROVED AS TO FORM:  
5 DAVID CHIU, City Attorney

6 By: \_\_\_\_\_  
7 ADAM RADTKE  
8 Deputy City Attorney

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