Amendment of the Whole Bearing Same Title in Committee - 5/20/10

FILE NO. 100437

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ORDINANCE NO. 131-10

[Standards of Care for City Shelters and Powers and Duties of Shelter Monitoring Committee.]

Ordinance amending the San Francisco Administrative Code by amending Chapter 20, Sections 20.304, 20.401, 20.403, 20.404, and 20.405, to: 1) amend City requirements in the delivery of shelter services to, among other things, expand reservation capability at shelters; provide additional training to shelter staff; and ensure case management services for shelter clients in need; and 2) require the Shelter Monitoring Committee to track refusals of shelter beds and authorize the Committee to initiate investigations into alleged violations of contractual obligations imposed by Chapter 20.

Note:

Additions are <u>single-underline italics Times New Roman</u>; deletions are <u>strikethrough italics Times New Roman</u>. Board amendment additions are <u>double underlined</u>. Board amendment deletions are <del>strikethrough normal</del>.

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

Section 1. The San Francisco Administrative Code is hereby amended by amending Sections 20.401, 20.403, and 20.404 to read as follows:

Chapter 20, Article XIII – Standard of Care for City Shelters

SEC. 20.401. DEFINITIONS. For the purposes of this Chapter, the following definitions shall apply to the terms used herein.

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

(b) "Contract monitor" means the City employee who monitors the shelter operator's compliance with the contract for shelter services.

(c) "Director" means the Director of the City department that oversees the contract for City-funded shelter services.

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

(e)

"Shelter operator" means the operator of a shelter.

(f) "Case management services" means those services offered to shelter clients by people with the title of "case manager," or with equivalent job duties, that include, but are not limited to, housing referrals, behavioral health services referrals, and mental health services.

SEC. 20.403. CITY REQUIREMENTS. The City shall provide the following shelter services, consistent with this Article:

(a) Ensure 24-hour client access to a shelter in order to make shelter
 reservations;, and, provide on-site shelter reservations for current shelter clients, and <u>ensure</u>
 that shelters with shelter reservation desks make reservations for on-site beds if requested by a shelter
 client.

(b) Provide at least one 24-hour emergency drop-in center. that provides shelter reservations, mental health services, medical services, and transportation to available off-site services and program; *and*

(c) Deploy a roving maintenance person to provide maintenance support to all shelters.

(d) Provide bi-annual training to shelter staff on the Americans with Disabilities Act and mental disabilities through interdepartmental work orders with the Mayor's Office on Disability and the City Attorney's Office.

SEC. 20.404. CONTRACT REQUIREMENTS.

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

(1) treat all shelter clients equally, with respect and dignity, *including in the* application of shelter policies and the grievance process;

(2)provide shelter services in an environment that is safe and free of physical violence by ensuring that safety protocols are in place that include training to shelter staff regarding de-escalation techniques;

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

(4)

provide feminine hygiene and incontinence supplies upon request;

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

ensure that first aid kits, CPR masks, and disposable gloves are available to (6)staff at all times and make Automatic External Defibrillators (AED) available to staff in compliance with all regulatory requirements of state and local law relating to the use and maintenance of AEDs:

supply shelter clients with fresh cold or room temperature drinking water at all (7)times during normal operating hours;

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

(i) appropriate and secure storage of medication;

(ii) the provision of accessible sleeping, bathing and toileting facilities in previously designated ADA compliant shelters. Sleeping areas designated as accessible shall comply with federal and state law requiring a minimum of 36 inches between sleeping units and a sleeping surface height between 17-19 inches above the finished floor. In consultation with the contracting City department, and based on a history of previous usage, shelter operators shall designate an adequate number of accessible sleeping units to meet the needs of shelter clients requiring such facilities due to a mobility disability; and

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

(iv) In addition, shelters shall provide orientation to new shelter clients that includes information on shelter rules and how to access case management services, and shall ensure case management services go to those shelter clients most in need of case management services. This information shall be made accessible to shelter clients with disabilities through the use of appropriate auxiliary aids and/or services, such as large print for clients with visual impairments or ASL interpreting for Deaf clients. Nothing in this section shall require the City to provide services to shelter clients with disabilities if the clients refuse such services. The City shall provide equal access to shelter clients with disabilities without regard to whether they accept auxiliary aids:

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

(10) make dietary modifications to accommodate requests from clients based on religious beliefs and practices, health, or disability reasons;

(11) provide a smoke-free environment for all shelter clients and prohibit smoking within 20 feet of a children's play areacomply with Article 19F of the San Francisco Health Code that prohibits smoking in homeless shelters;

(12) provide shelter clients with one clean blanket, two clean sheets, and one pillow enclosed in a plastic or vinyl sleeve with a clean pillowcase; sheets shall be cleaned at least once per week and upon client turnover;

4 (13) make the shelter facility available to shelter clients for sleeping at least 8 hours
5 per night;

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(14) provide daytime access to beds in all 24-hour shelters;

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

(16) provide shelter clients with access to electricity for charging their cell phones;
 and other durable medical equipment for clients with disabilities;

14 (17) note in writing and post in a common area in the shelter when a maintenance
15 problem will be repaired and note the status of the repair;

(18) provide access to free local calls during non-sleeping hours, including TTY
 access and amplified phones for clients who are deaf or hearing-impaired;

(19) provide a minimum of 22 inches between the sides of sleeping units, excluding
 designated ADA-accessible sleeping units and sleeping units separated by a wall<del>, while</del>
 maximing the space for sleeping in the shelter to the fullest extent possible;

(20) provide all printed materials produced by the City and shelters in English and
 Spanish and other languages upon request and ensure that all written communications are
 provided to clients with sensory disabilities in alternate formats such as large print, Braille, etc.
 upon request;

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

(22) provide at least one front line staff at each site that is bilingual in English and Spanish;

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

(24) locate an alternative sleeping unit for a client who has been immediately denied shelter services after 5:00 p.m., unless the denial of service was for acts or threats of violence;

3 (25) require all shelter staff to wear a badge that identifies the staff person by name
4 and position;

(26) ensure that all clients receive appropriate and ADA-compliant transportation
services, to attend medical appointments, permanent housing appointments, substance abuse
treatment, job-search appointments and job interviews, mental health services, and shelter
services;

9 (27) provide public notification at least 24 hours in advance of on-site, community
 20 meetings;

(28) provide clients with access to free laundry services with hot water and a dryerthat reaches a temperature between 120-130 degrees Fahrenheit, on or off site;

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

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

(31) in consultation with the San Francisco Department of Public Health, provide 10 annual all-staff mandatory trainings, appropriate for each shelter position, that address Cal-11 12 OSHA regulatory requirements listed in subsection (30), above, as well as the following 13 topics:

> (i) hand washing requirements and other communicable disease prevention;

(ii) proper food handling and storage;

emergency procedures in case of disaster, fire, or other urgent health or 16 (iii) 17 safety risk, including but not limited to CPR requirements;

safe and appropriate intervention with violent or aggressive shelter 18 (iv)19 clients, including training on the harm reduction model in dealing with substance abuse;

20 (v)safe and appropriate interaction with shelter clients who suffer from mental illness or substance abuse; 21

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on-the-job burn-out prevention; (vi)

(vii) requirements under the ADA;, in collaboration with the Mayor's Office on 24 Disability and the City Attorney's Office;

(viii) policies and procedures explained in shelter training manuals; and

(ix) cultural humility, including sensitivity training regarding homelessness, the lesbian, bisexual, gay, and transgender communities, people with visible and invisible disabilities, youth, women, and trauma victims.

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

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to be liable to the City for liquidated damages as provided in this Article;

(2) to be subject to the procedures governing enforcement of breaches of contractsbased on violations of contract provisions required by this Article as set forth in this section;

that the contractor's commitment to comply with contractual obligations that this 10 (3)Article imposes is a material element of the City's consideration for this contract; that the 11 12 failure of the contractor to comply with such obligations will cause harm to the City and the public that is significant and substantial but extremely difficult to quantify; and that the 13 assessment of liquidated damages of up to \$250.00 made pursuant to the liquidated damages 14 schedule referred to in section 20.406(b)(1) below for every unmitigated failure to comply with 15 16 such obligations is a reasonable amount of damages to redress the harm to the City caused 17 by such obligations;

(4) that the failure of contractors to comply with contract provisions that this Article requires may result in debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(5) that in the event the City brings a civil action to recover liquidated damages for breach of a contract provision required by this Article, and prevails, the contractor will be liable for the City's costs and reasonable attorneys fees.

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

Section 2. The San Francisco Administrative Code is hereby amended by amending sections 20.304 and 20.405, to read as follows:

32. maximize the space for sleeping in the shelter to the fullest extent possible.

Chapter 20, Article XII – Shelter Monitoring Committee SEC. 20.304. POWERS AND DUTIES.

The Committee shall have all of the powers and duties necessary to carry out the functions of the Committee as follows:

(a) Site Visits. Individual Committee members shall form teams and make unannounced site visits to all shelters a minimum of 4 times per year, per site. The scope of the site visits shall be limited to gathering information relevant to: 1) health and safety conditions in shelters, 2) the adequacy of policies and procedures governing each facility, and 3) the treatment and personal experience of shelter residents in the shelters. Committee

members shall conduct site visits in the least invasive manner possible and shall respect the privacy rights of shelter clients. In addition, teams shall make two announced site visits per year for the purpose of giving shelter residents the opportunity to discuss shelter conditions with the members of the Committee. All site visits shall occur during shelter operating hours only. After consulting shelter staff, the Committee shall post Committee contact information and information regarding announced visits at each shelter. Each team shall prepare a report for the full Committee on their findings and recommendations as described below under subsection (b), "Reports."

(b) **Reports.** The Committee shall prepare and submit quarterly reports that shall include but not be limited to information on the following: safety in the shelter, cleanliness in the shelter, disability access to and within the shelter, family life in the shelter, a review of policies and procedures in place at the shelter, and any information received regarding the treatment and personal experiences of shelter residents. In order to enable the Committee to prepare reports required under this subsection, City departments that contract for services at a shelter that is under review must respond within 15 days to any reasonable request for information submitted by the Committee relative to the shelter or to City policies that affect shelter clients. The reports shall also include recommended action steps for the shelter and for the City department that contracts for services at the shelter. City departments and the reports referenced in this subsection shall not identify shelter residents or disclose any confidential information concerning shelter residents consistent with state and federal law. The Committee may issue emergency reports at any time it deems necessary. The reports shall be provided to: 1) the Mayor, 2) the Board of Supervisors, 3) the Local Homeless Coordinating Board, 4) the appropriate city department responsible to take action, 5) the city department that contracts for services at the shelter, 6) the shelter under review, and 7) the

Supervisor Mar, Campos, Alioto-Pier, Avalos, Mirkarimi BOARD OF SUPERVISORS

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public. These reports shall be public documents. Any city department identified in the report as responsible to take action recommended in the report shall, within 30 days of issuance of the report, provide to the Board of Supervisors a departmental report setting forth how the department intends to respond to the Committee's recommendations.

(c) Training. All members of the Committee shall receive training in confidentiality laws regarding the provision of services to homeless people, as applicable, and will agree in writing to comply with any and all confidentiality requirements. In addition, members of the Committee may not disclose the following information before an unannounced shelter visit occurs: the date, time, and location of an unannounced shelter visit and the identity of the members of the team conducting the visit. After providing notice and an opportunity to be heard, the Committee may remove a Committee member for making disclosures prohibited by this subsection. If the Committee removes a Committee member pursuant to this subsection, it shall inform the appointing authority of this fact and request that the appointing authority appoint a replacement as soon as possible. All members of the Committee shall receive sensitivity training related to cultural differences, gender issues and the Americans With Disabilities Act. Committee members shall receive other training deemed necessary by the Committee to carry out its functions.

(d) Monitoring unaccepted shelter bed reservations. The Committee shall collect information from reservation sites regarding how many shelter clients are turned away from a shelter bed reservation and shall include this information in the reports required under subsection (b), above. Information reported shall include the number of unaccepted bed reservations and the reason, if available, for the missed reservation.

 $(\underline{de})$  **Retaliation Prohibition**. Shelter staff and shelter clients shall not be retaliated against for participating in any activity involving the Committee. This section is not intended to create a private right of action against the City and County of San Francisco.

## Chapter 20, Article XII – Shelter Monitoring Committee SEC, 20.405, COMPLAINT PROCESS AND INVESTIGATION

(a) Each shelter shall provide client complaint forms in common areas of the shelter and shall make a complaint form available to a shelter client upon request. In addition, shelter staff must accept and investigate written client complaints from the Shelter Monitoring Committee. Shelter staff shall review and respond to written client complaints within 2 business days. Shelter staff shall make best efforts to take necessary corrective action in response to all client complaints internally within 5 days. If the client is not satisfied with the response, the shelter operator shall refer the complaint to the contract monitor and to the Shelter Monitoring Committee. The Shelter Monitoring Committee shall investigate these complaints within 10 days of receipt of the complaint and shall provide the shelter operator with an opportunity to respond to the allegations. The Shelter Monitoring Committee shall also forward the results of its investigation to the Director of the San Francisco Department of Public Health (DPH), or his or her designee, who shall comply with Section 20.406(a) below. within 30 days.

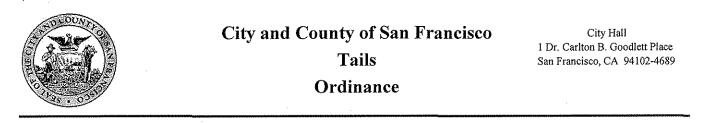
(b) Each Director, in consultation with the Director of DPH, or his or her designee, shall promulgate appropriate guidelines or rules for the enforcement of the shelter operator's contractual obligations imposed pursuant to this Article. Such guidelines or rules may establish procedures for ensuring fair, efficient, and cost-effective implementation of these obligations, including mechanisms to monitor contractor compliance and to determine whether

a contractor has failed to comply with its contract obligations set forth in Section 20.404, above.

(c) Committee teams conducting site visits may initiate investigations into alleged violations of contractual obligations imposed by this Chapter and shall forward a request for a full investigation to the full Shelter Monitoring Committee.

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

By: NNIFER K. WILLIAMS Deputy City Attorney



File Number: 100437

Date Passed: June 15, 2010

Ordinance amending the San Francisco Administrative Code by amending Chapter 20, Sections 20.304, 20.401, 20.403, 20.404, and 20.405, to: 1) amend City requirements in the delivery of shelter services to, among other things, expand reservation capability at shelters; 2) provide additional training to shelter staff; and ensure case management services for shelter clients in need; and 3) require the Shelter Monitoring Committee to track refusals of shelter beds and authorize the Committee to initiate investigations into alleged violations of contractual obligations imposed by Chapter 20.

June 08, 2010 Board of Supervisors - PASSED, ON FIRST READING

Ayes: 11 - Alioto-Pier, Avalos, Campos, Chiu, Chu, Daly, Dufty, Elsbernd, Mar, Maxwell and Mirkarimi

June 15, 2010 Board of Supervisors - FINALLY PASSED

Ayes: 11 - Alioto-Pier, Avalos, Campos, Chiu, Chu, Daly, Dufty, Elsbernd, Mar, Maxwell and Mirkarimi

File No. 100437

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 6/15/2010 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo Clerk of the Board

Mayor Gavin Newsom

June 24, 2010

## **Date Approved**