

**ARTICLE XII:
SHELTER MONITORING COMMITTEE**

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SEC. 20.300. FINDINGS.

The Board of Supervisors finds and declares the following:

(a) The City and County of San Francisco funds shelters and resource centers that serve homeless people; and

(b) There is a significant public interest in determining that the homeless shelters that the City funds are safe and sanitary, that the shelters' policies and procedures are fair and meet the needs of the clients accessing shelter services; that operators receiving City funds are complying with their contractual obligations to the City, and that shelter clients benefit from the expenditure of public funds; and

(c) The Mayor, the Board of Supervisors, the Local Homeless Coordinating Board, any future advisory body created by the City and County of San Francisco, and the public, among others, need to be able to access accurate and comprehensive information regarding shelters.

SEC. 20.301. DEFINITIONS.

For purposes of this Article only, "shelter" shall include shelters and resource centers that have a primary goal of serving homeless people and that are funded in whole or in part by the City.

(Added by Ord. 283-04, File No. 041449, App. 12/1/2004)

SEC. 20.302. ESTABLISHMENT.

A Shelter Monitoring Committee ("Committee") is hereby established. The Committee shall document its findings and shall submit reports consistent with this Article to the Mayor, the Board of Supervisors, the Local Homeless Coordinating Board, the public, and any other entity, as appropriate. Subject to the fiscal and budgetary provisions of the Charter, the Department of Public Health shall assign two full-time employees to staff the Shelter Monitoring Committee. The Committee shall, among other things, receive and document complaints made to the Committee regarding shelters and shall refer complaints to appropriate committee members for follow-up.

(Added by Ord. 283-04, File No. 041449, App. 12/1/2004; Ord. 150-07, File No. 070084, App. 7/3/2007; Ord. 51-08, File No. 080229, App. 3/28/2008)

SEC. 20.303. PURPOSE.

The purpose of the Committee is to provide the Mayor, the Board of Supervisors, the Local Homeless Coordinating Board, the public, and any other appropriate agency with accurate, comprehensive information about the conditions in and operations of shelters covered by this Article, as well as City policies in place that affect operations of shelters or their impact on shelter clients.

(Added by Ord. 283-04, File No. 041449, App. 12/1/2004; Ord. 150-07, File No. 070084, App. 7/3/2007)

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 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.

(e) **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.

(Added by Ord. 283-04, File No. 041449, App. 12/1/2004; Ord. 150-07, File No. 070084, App. 7/3/2007; Ord. 131-10, File no. 100437, App. 6/24/2010)

SEC. 20.305. MEMBERSHIP AND ORGANIZATION.

(a) The membership of the Committee shall reflect the diversity of the homeless people that access shelter in the City. The Committee shall consist of 13 members, one of whom shall be a homeless person (or homeless within the 3 years prior to appointment) with a disability and one of whom shall be a homeless person (or homeless within the 3 years prior to appointment) living with their homeless child who is under the age of 18. The 13 members of the Committee shall be appointed as follows: three members shall be appointed by the Mayor, including one member from the Department of Homelessness and Supportive Housing, one member from the Department of Public Health, and one member who is homeless or formerly homeless and who has experience providing direct services to the homeless through a community setting. Six members shall be appointed by the Board of Supervisors including: two homeless or formerly homeless individuals; one member who has experience providing direct services to the homeless through a community setting; one member selected from a list of candidates that are nominated by community agencies that provide behavioral health, housing placement, or other services to the homeless; and two members selected from a list of candidates that are nominated by non-profit agencies that provide advocacy or organizing services to homeless people, one of which is homeless or formerly homeless. Four members shall be appointed by the Local Homeless Coordinating Board, including: one member selected from a list of candidates that are nominated by non-profit agencies that provide advocacy or organizing services to homeless people; two members who have experience providing direct services to the homeless through a community setting, one of which is formerly homeless; and one member shall be homeless or formerly homeless and selected from a list of candidates that are nominated by community agencies that provide behavioral health, housing placement, or other services to homeless individuals. In making their appointments to the Committee, the appointing authorities are encouraged to select people who are bilingual.

(b) **Officers.** At the first calendared meeting and thereafter at the beginning of each even-numbered calendar year, the members of the Shelter Monitoring Committee shall elect members to serve as chair, vice-chair, and secretary of the Committee. The chair, or vice-chair, in the absence of the chair, shall be responsible for developing agendas and conducting meetings. The secretary shall be responsible for approving meeting minutes and committee correspondence prior to distribution.

(c) Committee members who work at a resource center or shelter shall not conduct site visits at that site or any other site that is part of that agency. If they are former employees of a site, they must wait at least six months before conducting a site visit. Committee members who currently reside at a shelter shall not conduct site visits at that site or any other site that is part of that agency. Committee members who used to reside at a shelter must wait at least six months before conducting a site visit at that site or any other site that is part of that agency.

Committee members from the Department of Homelessness and Supportive Housing and the Department of Public Health shall not conduct official site visits on behalf of the Shelter Monitoring Committee at a site where their respective agency holds a contract with said site or agency.

(Added by Ord. 283-04, File No. 041449, App. 12/1/2004; amended by Ord. 150-07, File No. 070084, App. 7/3/2007; Ord. [116-16](#), File No. 160638, App. 6/29/2016, Eff. 7/29/2016)

SEC. 20.306. TERMS OF OFFICE.

The term of office of each Committee member shall be two years. In the event that a vacancy occurs during the term of office of

any Committee member, a successor shall be appointed to complete the expired term of office. The interim appointment shall be made in the same or similar manner that governed the initial appointment of the departing member.

(Added by Ord. 283-04, File No. 041449, App. 12/1/2004)

SEC. 20.307. MEETINGS.

The Committee shall meet a minimum of once per quarter at such times and places as the Committee shall designate. The location of the meetings shall be accessible to the public and the meetings shall comply with applicable public meeting requirements under state and local law.

(Added by Ord. 283-04, File No. 041449, App. 12/1/2004)

SEC. 20.308. ATTENDANCE REQUIREMENT.

The Committee shall monitor the attendance of Committee members. In the event that any Committee member misses three regularly scheduled Committee meetings in a six-month period without prior notice to the Committee, the Committee shall certify in writing to the Committee that the member missed three meetings in a six-month period of time. On the date of such certification, the member shall be deemed to have resigned from the Committee. The Committee shall notify the appointing authority accordingly and request the appointment of a new member. The vacant seat shall be filled within two months or an alternate appointing body shall fill the vacant seat. The alternate appointing body shall rotate per appointment as follows: the Local Homeless Coordinating Board, the Board of Supervisors, and the Mayor.

(Added by Ord. 283-04, File No. 041449, App. 12/1/2004; Ord. 150-07, File No. 070084, App. 7/3/2007)

SEC. 20.309. LIMITATION OF LIABILITY.

By adopting this Article, the City and County of San Francisco is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an obligation for breach of which it is liable in money damages to any person who claims that such a breach proximately caused injury.

(Added by Ord. 283-04, File No. 041449, App. 12/1/2004)

SEC. 20.310. SEVERABILITY.

If any section, subsection, clause, phrase or portion of this Article is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Added by Ord. 283-04, File No. 041449, App. 12/1/2004)

SEC. 20.311. INITIAL COMMITTEE REPORT.

Once initially constituted, the Committee shall, within sixty days, report to the Rules Committee of the Board of Supervisors (or its successor committee) regarding its planned course of action.

(Added by Ord. 283-04, File No. 041449, App. 12/1/2004)

SEC. 20.312. COORDINATION WITH LOCAL HOMELESS COORDINATING BOARD.

The Chair of the Shelter Monitoring Committee, or his or her designee, shall attend all meetings of the Full Local Homeless Coordinating Board and Local Homeless Coordinating Board Steering Committee in order to report on this Committee's site visits and recommended actions based on those site visits.

(Added by Ord. 283-04, File No. 041449, App. 12/1/2004; Ord. 150-07, File No. 070084, App. 7/3/2007)

ARTICLE XIII: STANDARD OF CARE FOR CITY SHELTERS

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SEC. 20.400. FINDINGS.

The Board of Supervisors finds and declares the following:

(a) In 2004, the Board of Supervisors created the Shelter Monitoring Committee that is required to provide the Mayor, the Board of Supervisors, and others with accurate and comprehensive information about the conditions in and operations of shelters funded by the City.

(b) After conducting numerous site visits of City-funded shelters and after investigating many complaints it received from shelter clients, the Shelter Monitoring Committee found that the City's shelter system lacks comprehensive standards of care to be provided to clients utilizing shelter services.

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

(Added by Ord. 50-08, File No. 071518, App. 3/28/2008)

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.

(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.

(Added by Ord. 50-08, File No. 071518, App. 3/28/2008; Ord. 131-10, File no. 100437, App. 6/24/2010)

SEC. 20.402. PURPOSE.

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

(Added by Ord. 50-08, File No. 071518, App. 3/28/2008)

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, provide on-site shelter reservations for current shelter clients, and ensure 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;
- (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.

(Added by Ord. 50-08, File No. 071518, App. 3/28/2008; Ord. 131-10, File no. 100437, App. 6/24/2010)

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× 48towel 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;
 - (6) ensure that first aid kits, CPR masks, and disposable gloves are available to 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;
 - (7) supply shelter clients with fresh cold or room temperature drinking water at all times during normal operating hours;
 - (8) provide shelter services in compliance with the Americans with Disabilities Act (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

(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. 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) comply 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;

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

(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;

(17) note in writing and post in a common area in the shelter when a maintenance 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;

(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;

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

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

(28) provide clients with access to free laundry services with hot water and a dryer that 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;

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

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

(ii) proper food handling and storage;

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

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

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

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

(vii) requirements under the ADA, in collaboration with the Mayor's Office on 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:

(1) 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 contracts based on violations of contract provisions required by this Article as set forth in this section;

(3) that the contractor's commitment to comply with contractual obligations that this Article imposes is a material element of the City's consideration for this contract; that the 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 assessment of liquidated damages of up to \$250.00 made pursuant to the liquidated damages schedule referred to in section 20.406(b)(1) below for every unmitigated failure to comply with such obligations is a reasonable amount of damages to redress the harm to the City caused 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) All contracts between the City and shelter operators shall include provisions for operational standards, which include but are not limited to the following:

(1) the extent of on-site management of the facility in terms of staff numbers 24 hours a day;

(2) a security plan that will be in place during the hours of operation;

(3) a sidewalk maintenance plan indicating that the facility staff will maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and

(4) a plan for signage indicating that the facility will display well-lit notices at all entrances to and exits from the establishment urging clients leaving the premises and neighborhood to do so in a quiet, peaceful and orderly fashion and to please not loiter or litter.

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

(Added by Ord. 50-08, File No. 071518, App. 3/28/2008; amended by Ord. 131-10, File No. 100437, App. 6/24/2010; Ord. [14-15](#), File No. 141210, App. 2/13/2015, Eff. 3/15/2015)

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.

(Added by Ord. 50-08, File No. 071518, App. 3/28/2008; Ord. 131-10, File no. 100437, App. 6/24/2010)

SEC. 20.406. CORRECTIVE ACTION PLAN, IMPOSITION OF LIQUIDATED DAMAGES.

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

(1) the factual basis for the determination;

(2) the corrective action plan that the contractor must take to remedy the violation;

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

(4) notice that the contractor has 15 days to either follow the required corrective action plan, including payment of liquidated damages, or to file an appeal consistent with subsection (5), below;

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

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

(7) that the contractor must comply with the decision within 5 business days of the City's decision becoming final, including payment of liquidated damages, if any, together with simple annual interest of 10% from the date that payment should have been made.

(b) (1) liquidated damages in the maximum amount set forth in this section are a reasonable estimate of harm to the City caused by the contractor's non-compliance with contract provisions required by this Article, the Director of DPH, or his or her designee, may determine that less than the full amount is warranted depending on the circumstances of each case. The Director of Public Health, or his or her designee, shall adopt a schedule for liquidated damages based on the degree of harm that the violation causes, the number of days the violation occurs, and the number of shelter clients affected by the violation. In addition, the Director of Public Health, or his or her designee, shall consider the following factors in determining the amount of liquidated damages, if any, to impose against a contractor who fails to comply with contract provisions required by this Article:

(A) the size of the contractor's business;

(B) the contractor's good faith efforts to comply with contract provisions required by this Article;

(C) the gravity of the violation;

(D) whether the contractor has a history of violations of contract provisions required by this Article;

(E) whether the contractor has failed to comply with recordkeeping requirements imposed by contract provisions under this Article; and

(F) whether the imposition of liquidated damages would undermine the purpose of this Article by imposing unreasonable financial burdens on the contractor, thereby imperiling the contractor's ability to continue complying with contract provisions required by this Article.

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

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

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

(4) Within 30 days of the conclusion of the hearing, the arbitration panel shall issue a written decision affirming, modifying, or vacating the City's determination relating to the violation of the contract obligations that this Article imposes, the corrective action that the contractor must take to remedy any violation, and the amount of liquidated damages to be assessed, if any. The arbitration panel's decision shall consist of findings and a determination, which shall be the City's final decision.

(5) The contractor shall comply with the arbitration panel's decision, including the payment of liquidated damages, within 5 business days of service of the decision. Service shall be made by first class mail to the contractor's address of record. Failure to pay liquidated damages within the time specified in this ordinance shall result in interest on the unpaid damages at the simple annual interest rate of 10% from the day that such damages were due.

(6) The contractor may seek review of the arbitration panel's decision only by filing in the San Francisco Superior Court a petition for a writ of mandate under California Code of Civil Procedure, section 1094.5, as may be amended from time to time.

(7) When a contractor fails to take corrective action or pay damages within the time required by the provisions of this section, the City may immediately pursue all available remedies against the contractor for breach of contract, including debarment proceedings where applicable and filing a civil action to recover liquidated damages due under this Article.

(8) The failure of the City to comply with the time requirements of this section shall not cause the City or the arbitration panel to lose jurisdiction over an appeal from the City's determination filed under this section.

(d) Liquidated damages obtained pursuant to contract provisions required by this Article shall be deposited in the City's general fund.

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

(Added by Ord. 50-08, File No. 071518, App. 3/28/2008)

SEC. 20.407. SEVERABILITY.

If any section, subsection, clause, phrase or portion of this Article is for any reason held invalid or unconstitutional by any court or federal or State agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Added by Ord. 50-08, File No. 071518, App. 3/28/2008)

SEC. 20.408. LIMITED TO PROMOTION OF GENERAL WELFARE.

In undertaking the adoption and enforcement of this Article, the City and County of San Francisco is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its commissions, departments, officers and employees, an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

(Added by Ord. 50-08, File No. 071518, App. 3/28/2008)