

SAN FRANCISCO SHELTER GRIEVANCE POLICY

Revised August 25, 2016

The following is the San Francisco Shelter Grievance Policy adopted by the Human Services Commission. This document includes all the changes and additions that have been approved since the initial policy was adopted on April 23, 1992. As of August 25, 2016, the policy will be overseen by the Department of Homelessness and Supportive Housing (DHS).

MAIN COMPONENTS OF THE SHELTER GRIEVANCE PROCESS

The Shelter Grievance Policy applies to all clients being denied shelter service whether the denial is for breaking a shelter rule, or for non-compliance with case management requirements, or because the client does not meet eligibility requirements for the shelter. Outlined below are the three main components of the Shelter Grievance Policy.

1. SHELTER GRIEVANCE ADVISORY COMMITTEE (SGAC)

A. Composition and Authority

The SGAC is an independent 10-15 member oversight committee composed of representatives that include advocates, shelter providers, consumers, city agencies, an arbitrator, and community members. There are to be three slots for consumers: one for a homeless or formerly homeless adult family member, one for a homeless or formerly homeless single adult and the third can be from either category. There will be three provider slots: one for Compass Connecting Point, one for a family shelter provider and one for a single adult shelter provider. This committee will be appointed by the Local Homeless Coordinating Board and have authority to oversee the grievance process, and make recommendations for improvements. The SGAC may also review grievance-related policies and operations of the shelters and where appropriate make recommendations for improvement to the Department of Homelessness and Supportive Housing (DHS).

B. Selection Process for New Members

1. As stated above, SGAC members and Chair are appointed by the Local Homeless Coordinating Board. DHS will notify all those on the SGAC mailing list, including non-members, when there are vacancies on the committee.
2. Letters from persons interested in being considered for the vacancy and any letters of recommendations for those persons should be sent to the Family Emergency Services Manager for presentation to the Local Homeless Coordinating Board.
3. A listing of the names of persons who have applied and the category/slot they wish to be considered for shall be sent to persons on the Shelter Grievance Advisory Committee mailing lists.

C. Removal of a Current Member

A committee member absent for three consecutive meetings without requesting to be excused will be contacted and given the opportunity to resign or commit to attending future meetings. If no response is received from the committee member, it is deemed the person is no longer interested in serving on the committee. The person will be removed as a member by a committee vote.

2. SHELTER CLIENT ADVOCATES

Shelter Client Advocates are persons who advocate on behalf of clients and act as links between the SGAC, clients, and shelter providers. The Shelter Client Advocates' primary functions are to monitor shelter conditions and the application of shelter rules, to act as informal conflict resolvers between shelters and their clients, and to assist clients in appealing denials of service. Shelter clients may use these contracted Shelter Client Advocate(s) or may select another advocate of their choice.

3. ARBITRATORS

An arbitrator is a neutral decision-maker to be used once all internal appeals have been exhausted.

Arbitrators provide services on a pro bono basis and are current members of the California State Bar or a practicing attorney with the United States federal government. Arbitrators must participate in a DSHS training prior to conducting arbitrations.

If the client disagrees with the shelter hearing decision, s/he may request a hearing with an arbitrator. The arbitrator's function is to interpret shelter rules and procedures and to be the final decision-maker regarding disputes. While the process is an arbitration, not a mediation, the arbitration process does not preclude resolution of the denial of service through agreement between the client and the shelter at any time.

The arbitrator may recommend grievance-related corrective actions to the Shelter Grievance Advisory Committee.

4. CONFIDENTIALITY

The arbitrator will keep information learned at the hearings confidential, except s/he can communicate with the Shelter Grievance Advisory Committee about any arbitration proceeding.

THE APPLICATION OF THE SHELTER GRIEVANCE POLICY

Guiding Principle: The grievance policy should focus on preventing the escalation of conflicts, maximizing the use of informal avenues to resolve disputes and improving shelter environments for providers, staff, and shelter clients. Additionally, grievances must be resolved internally as much as possible, and will be referred to the arbitrator only after all internal appeals have been exhausted.

Shelter staff must receive complete training on the Shelter Grievance Policy before they can be authorized to issue warnings or denials of service or give information to clients about denials of service or the Shelter Grievance Policy.

I. NOTIFICATION OF RULES, SHELTER GRIEVANCE PROCEDURES AND ELIGIBILITY REQUIREMENTS

Shelters must post written rules, shelter grievance procedures and eligibility requirements in the shelters in the appropriate languages.

In addition, shelter clients must be provided a verbal and written description of the shelter rules. Eligibility requirements and the grievance policy will be provided to clients if

requested. Written changes in the rules must be sent to the DSHS point person. Once approved, the rules must be sent to the Shelter Client Advocate. Shelter clients cannot be denied service for a rule change that has not been put into writing and posted.

II. CATEGORIES OF DENIALS OF SERVICE

A. IMMEDIATE DENIALS

When a client commits a rule violation in this category, no warning notice is required. The client is denied service at the time of the rule violation.

1. HEALTH AND SAFETY ISSUES

Violations that threaten the health and safety of staff and shelter clients are subject to immediate denials. These rule violations include the following:

- acts of violence or threats of violence
- alcohol, illegal drugs/paraphernalia use or selling on site
- continuous, uncontrollable disruptive behavior toward other clients and/or staff
- destruction/theft of property
- possession of unchecked weapons
- not providing tuberculosis (TB) clearance

This list is not exhaustive. Other behavior that can be interpreted as a threat to safety and health of individuals is subject to immediate denial.

2. OTHER CIRCUMSTANCES FOR IMMEDIATE DENIAL OF SERVICES

The following are other rule violations that may lead to an immediate denial of services. The denial would require supervisor approval.

- a. Unexcused absences for curfew. Note that the denial of service for unexcused absence for curfew would be in the immediate denial category only on the night missed. The denial is in the non-immediate category if the client is being given a penalty period that exceeds the night of the missed curfew and is based on the client having missed an excessive number of curfews (see section B).
- b. Client doesn't meet eligibility criteria (e.g. single person in a family shelter.)

B. NON-IMMEDIATE DENIALS

If a client breaks a rule in the non-immediate category, the first step would be a warning notice as explained below. Denials in this category are for rule violations not in the health and safety or eligibility category. Examples of denials in the non-immediate category would include, but are not limited to the following:

- disrespectful language
- smoking in an unauthorized area
- being in an unauthorized area
- exceeding the maximum number of missed curfews allowed by shelter rules

III. CLIENT BREAKS A SHELTER RULE

Shelter staff must witness a rule violation in order to issue a warning or a denial of service. In the following circumstances, a warning or a denial of service may be issued without staff seeing the incident:

- the client admits that s/he broke a rule, or
- a client is clearly physically injured and there is sufficient evidence present to reasonably infer that the accused party committed an act of violence

Warning and denials of service notices must be issued at the time of the rule violation. Documentation of client rule violations ensures that warnings and denials of service are appropriate and verifiable. In addition to issuing a written warning or denial of service, shelter staff must also verbally explain the notice. This will be done unless the notice can't be issued because the client is not present in the shelter, or the client refuses the written notice or verbal explanation of the contents of the notice.

If the client is not present, shelters must have an effective delivery system that ensures clients will receive these notices and have them explained by a staff person.

The following documentation must be issued to clients:

A. WRITTEN WARNING NOTICES

Written warnings are not required when a shelter client breaks a rule in the immediate category. However, if a client breaks a rule in the non-immediate category, written warning notices must include the reason for the warning and the consequences for continuing to break shelter rules must be explained to the client. The required notices will be provided by DSHS. Shelters may not change the format or delete words but may make additions to the form.

The warning notice for shelter rule violation is in effect for 30 days. If a client commits the same rule violation within a 30-day period s/he may be denied services. A client must be issued a warning for each non-immediate category of offense before s/he can be denied service for that offense. Clients cannot be issued a warning for breaking a rule in one non-immediate category and then denied when they break a rule in a different non-immediate category. However, a client who receives an excessive number of warnings for different rule violations within a 30-day period may also be denied services. The shelter will define excessive in their written rules.

For rules unique to case management, the warning notices are in effect for the duration of the shelter stay.

Under the principle of maximizing the use of informal avenues to resolve disputes, the client can contact the Shelter Client Advocate about warnings that the client has received that have not yet resulted in a denial of service, and request that the warning be discussed with the shelter. However, warnings that have not yet led to a denial of service are not formally grievable.

B. DENIALS OF SERVICE

1. DENIAL NOTICE

All shelter clients issued a denial of service must be given a written notice of denial which includes the reason for denial and the length of suspension of services. The warning notice and denial notice will include grievance rights, good cause policy, and contact information for the Shelter Client Advocate. The form

will be designed by the DSHS. Shelters may not change the format nor delete words but may make additions to the form.

The denial notice must be issued at the time of denial unless the client is not present. In that case the effective date will be the following day and that date will apply for appeal right deadlines. Shelters must post a notice stating when and where denial letters will be available for clients who were given an immediate denial of service without written notice due to safety issues.

In addition to issuing a written notice, shelter staff must verbally explain the notice, and provide information about the Shelter Client Advocate and the client's rights, unless the denial notice isn't delivered to the client because the client is not present in the shelter, or the client refuses the written notice or verbal explanation. Clients receiving a non-immediate denial must be informed that if they immediately request a shelter hearing, they may remain in shelter for the current eligibility period, pending completion of the appeals process.

Non-Immediate denials of service must be generated within 48 hours from the time of the warning that resulted in the non-immediate denial. If the client is not present, the effective date will be the day following the generation of the notice and that date will apply for appeal rights and deadlines.

All immediate and non-immediate denials of service must be approved by an acting supervisor before issuance of the denial.

2. CLIENT NOT GRANTED ADMITTANCE TO SHELTER

Shelters must post eligibility requirements. A client who is denied shelter when the shelter is not full, is not serving a penalty at that time, and believes s/he is eligible may file a grievance. No denial notice need be issued in these circumstances.

3. BEHAVIOR OUTSIDE OF THE SHELTER

If someone is believed to be committing a crime outside of a shelter, staff should call 911.

Shelter staff may issue an immediate denial of service for threats of violence or acts of violence committed by a client within 200 feet in any direction from a currently used access door. The shelter staff person must witness the threat or act of violence.

Shelters cannot deny clients for other behavior outside the shelter.

4. DENIALS OF SERVICE TO NON-RESIDENTS (not a current client)

Shelter staff may issue a written denial of service, which is grievable, to non-residents who have come inside the shelter under the following circumstances:

- if the non-resident has become physically violent
- if the non-resident brings a weapon on site
- if the non-resident is brandishing a weapon

- if the non-resident is continuously disruptive
- if the non-resident makes threats of violence
- if the non-resident uses or sells drugs

A non-resident cannot be issued a denial of service notice for entering a shelter intoxicated or for being difficult.

5. ELIGIBILITY

Shelters that have limited eligibility periods with the possibility of extensions up to a maximum eligibility period will provide information to clients as to maximum shelter stay (eligibility period).

When granting extensions past the maximum eligibility period, family shelters will comply with the DSHS Family Extension Criteria and single adult shelters will abide by the Single Adult Shelter Reservation & Reservation Extension Policy that define circumstances in which shelter stays may be extended.

A client who needs an attendant in order to be capable of self-care has met the eligibility requirement of self-care. The attendant must also be accommodated.

IV. SHELTER HEARINGS AND ARBITRATIONS

A. SHELTER HEARING

If a client is being issued a denial notice, s/he has the right to appeal through a shelter hearing process. The client must request a shelter hearing within three (3) working days from the date and time of denial.

B. ARBITRATION

If the client disagrees with the shelter hearing decision, the client has three (3) working days from the date and time of the decision to file for an arbitration.

If the client does not meet the deadlines above, s/he will lose the right to appeal unless there was good cause. See Section IX for Good Cause Policy.

C. SHELTER CLIENT ADVOCATE, TIMELINES, SHELTER RESPONSIBILITY

If the client requests a shelter hearing, s/he must be asked if they want the Shelter Client Advocate present at their hearing. Shelters are responsible for informing the Shelter Client Advocate of the shelter hearing.

If a client wants the Shelter Client Advocate's representation, the shelter hearing may not be held for at least 24 hours. If the client does not request the Shelter Client Advocate's representation, the shelter hearing can be held as soon as possible. Clients who appeal denials of service must have their shelter hearing held within three (3) working days from the date and time of the request for appeal.

Even if shelter clients do not indicate that they want representation by the Shelter Client Advocate, after scheduling any hearings it is the shelter's responsibility to notify the Shelter Client Advocate of all hearings scheduled for rule violations. The Shelter Client Advocate will also be informed of scheduled case management

hearings even if the hearing is to be held within an hour because the client did not request the Shelter Client Advocate's assistance.

D. SHELTER HEARING NOTIFICATION

The client will be given written notice of the date and time of his/her shelter hearing at the time that s/he requests the appeal.

E. ALTERNATIVE LOCATION FOR SHELTER HEARING DUE TO POTENTIAL VIOLENCE

If the shelter is reluctant to hold the hearing at the shelter due to potential violence on the part of the client, the shelter may call the Arbitration Secretary or the Shelter Client Advocate to reserve space for the shelter hearing.

If there are safety concerns at the conclusion of the shelter hearing, the client will be informed of when and where s/he can pick up the notice of the shelter hearing decision.

F. CLIENT RIGHTS DURING SHELTER HEARING PROCESS OR UPON WINNING THE HEARING

In cases that fall within the non-immediate denial category, clients who immediately request a shelter hearing upon receipt of the denial of service can remain in the shelter until the current shelter stay expires or until the appeals process is completed, whichever comes first. If the shelter cannot complete the shelter hearing within the current shelter stay, the client may not remain past his/her eligibility period.

A client who is denied service for a non-immediate rule violation, initially accepts the denial and leaves the shelter, and then files a timely appeal would not be able to get his/her bed back during the appeal process.

Clients whose denial is in the non-immediate category and are not present when their denial is issued and

1. Call in within 24 hours of the denial are eligible to stay in the shelter if they request a hearing at the time of the call. The shelter stay only lasts until completion of the grievance process or until their eligibility period expires, whichever comes first. Information about the availability of the Shelter Client Advocate and all other information that would be explained if the client had been present will also be explained.
2. Do not call in within 24 hours of the denial will not be eligible to keep their bed during the grievance process. All other information that would have been explained had the client been present at the time of denial will be explained to these clients when they call.

If the hearing is decided in the client's favor and s/he has not been staying in the shelter from which s/he was denied services during the appeal process, s/he would get the next available bed if s/he wants to return to that shelter. Clients who win their hearing are entitled to the next available bed and need to call the shift supervisor daily to see whether a space is available. If the client does call in and has been told there is

a bed, they have 24 hours to claim the bed space or lose it. County Adult Assistance Program clients should contact the CAAP office regarding shelter bed reservations.

G. CLIENT ISSUED ANOTHER DENIAL NOTICE WHILE SHELTER HEARING PENDING

If the client is issued another denial notice while his/her hearing is pending, that denial will also be heard at the shelter hearing and separate decisions will be issued for each denial of service. Arbitration cannot be held until a shelter hearing decision has been issued.

H. FAILURE TO FILE WITHIN TIME LIMITS

Clients who fail to file for a shelter hearing or arbitration within the time limits will lose the right to appeal unless the client had verified good cause. See Section IX, Good Cause Policy.

V. SHELTER HEARING HELD/NOTIFICATION OF DECISION

A. Written notice of the shelter hearing decision will be provided to the client the day of the hearing. The notice will include the decision, information about arbitration and Shelter Client Advocate information and must be issued on the form provided by DSHS. Shelters may not change the format nor make deletions but may make additions to the form.

B. RULES OF EVIDENCE

Proceedings are not governed by any formal rules of evidence. All reasonable information offered by either side, including appropriate written documentation, should be considered by the shelter. Testimony about a client's past criminal history will not be part of shelter hearings.

Clients may bring witnesses to speak in their behalf. Shelter staff may not bring client witnesses but may bring client witness statements with witness and client names redacted.

C. SHELTER HEARING DECISIONS

DECISION UPHOLD means the denial and original penalty stand.

DECISION OVERTURNED means the shelter negated the denial and the client is eligible to return to the shelter. The shelter may determine whether a disputed warning notice related to the denial of service should be disregarded. Warning notices not deleted by the shelter remain in effect until expiration, but the denial is deleted from the client record.

Shelters may overturn denials of service for failure to meet the case management plan when they find that there are issues of client competency, client capability or fairness.

DECISION MODIFIED means the denial was upheld but the length of suspension was reduced.

NO SHOW means the client did not attend the shelter hearing. (See Section VIII, Effects of Non-Appearance.)

SECOND CHANCE means the shelter determined that the client did break the rules as indicated by the denial of service, but the shelter feels the client may not have fully appreciated the consequences of breaking the rules, or did not understand his/her responsibilities, or should be given the benefit of doubt and thus a second chance. The denial is negated and the client may return to the shelter. Any warnings which had not expired would stay in effect.

WITHDRAWN ON CONSENT means the shelter did not make a decision and the shelter hearing was terminated because the shelter and client reached a mutual agreement. The denial of service is cancelled, as if there never was one, and the fact that the denial was withdrawn at the shelter hearing cannot be discussed in future shelter hearings.

D. THE DATE THE PENALTY EXPIRES OR THE DATE THE LENGTH OF STAY EXPIRES IS DETERMINED BY WHETHER OR NOT CLIENT USED SHELTER SERVICES DURING THE APPEAL

1. If the client continues to use shelter services during the appeal process and the denial of service is upheld at the shelter hearing, the length of suspension begins at the end of the appeal process, not the date on the original denial of service.
2. If a client does not continue to receive services at the shelter during the appeals process and the denial of services is overturned, the amount of time remaining in the client's stay will be credited by the number of days s/he lost during the appeal process.

In both **1** and **2** the hearing decision notice needs to indicate the corrected time frame.

VI. CLIENT REQUESTS AN ARBITRATION

If the proposed denial of service is upheld and the client does not agree with the decision, the client may request an arbitration. The client has three (3) working days from the date of the shelter hearing decision, not including Saturdays, Sundays and holidays, to request an arbitration. If the client fails to file within three (3) working days, s/he will lose the right to arbitration unless there was good cause. See Section IX for Good Cause Policy. The arbitration will be held no later than four (4) working days from the date of the request.

A. SCHEDULING RESPONSIBILITIES

If the client leaves the shelter after the shelter hearing decision, and then decides s/he wants an arbitration, the client is responsible for scheduling his/her arbitration. If a client immediately requests an arbitration after the shelter upholds the denial, the shelter will telephone the Arbitration Secretary to schedule the arbitration. The shelter will complete the notice of arbitration form and the shelter or the Shelter Client Advocate will notify the client of the date and time of the arbitration.

If there are safety concerns at the conclusion of the shelter hearing the client will be informed of when and where s/he can pick up notice of the shelter hearing decision.

B. CLIENT'S SHELTER RIGHTS PENDING ARBITRATION

Clients who remain in the shelter during the appeal process and immediately request arbitration can remain in the shelter until the current eligibility period expires or until the appeals process is completed, whichever comes first. If for some reason the arbitration cannot be held in four working days from the request, clients may not remain longer than their eligibility period.

VII. THE ARBITRATION

A. SHELTER REPRESENTATION/RESPONSIBILITY

The shelter should bring to the arbitration four (4) copies of the denial notice, the shelter hearing decision, and any warning notices or incident reports related to the denial. The shelter may send a representative instead of the staff person who was involved in the denial of service, to the arbitration. An arbitration cannot be held until a shelter hearing decision has been issued.

B. CLIENT REPRESENTATION

At the arbitration, the client can represent him/herself, without assistance from the Shelter Client Advocate or other representation. If the arbitrator concludes that the client is unable to adequately present his/her case, the arbitrator will inform the parties and the Shelter Client Advocate of this opinion, and continue the arbitration to the next available arbitration date when an authorized representative can attend on the client's behalf.

The client may send a representative, other than the Shelter Client Advocate, rather than attend the arbitration him/herself. If the arbitrator concludes that the authorized representative is unable to adequately present the client's case, the arbitrator will inform the parties and the Shelter Client Advocate of this opinion, and continue the arbitration to the next available arbitration date when the client or another authorized representative can attend.

C. RULES OF EVIDENCE

Proceedings are not governed by any formal rules of evidence. All reasonable information offered by either side, including appropriate written documentation, should be considered by the arbitrator. At the arbitration, shelters may only present information or documentation previously presented at the shelter hearing. Testimony about a client's past criminal history will not be part of the arbitration.

Clients may bring witnesses to speak in their behalf. Shelter staff may not bring client witnesses but may bring client witness statements with witness and client names redacted.

The arbitration should be a single proceeding. If the shelter staff who issued the denial of service is not present at the arbitration or the documents presented are inconclusive, the arbitrator will make a decision based on the information presented. The hearing will not be continued to obtain more information from the shelter.

D. SECOND ARBITRATION FOR THE SAME RULE VIOLATION DURING THE SAME SHELTER STAY

If a client is having a second arbitration for the same rule violation during the same shelter stay, the current arbitrator

1. May not take the prior arbitration decision into account if the denial was overturned or withdrawn on consent, but
2. May take the prior arbitration decision into account if the denial was modified or if the client was given a second chance by the previous arbitrator, but the arbitrator cannot change the decision in the prior arbitration.

The shelter may submit as part of its documentation the decision from the prior arbitration if the denial was modified or if the client was given a second chance.

E. SCOPE OF AUTHORITY AND ARBITRATION DECISIONS

1. The arbitrator has complete authority to manage and control the arbitration proceeding. This includes the authority to admit or bar non-parties and, if necessary, to terminate the proceeding for reasons of security or if a party is unreasonably disruptive or refuses to respond to the arbitrator's direction. In such instances, the arbitrator may, but is not required to summarily rule against the disruptive or nonresponsive party.
2. The arbitrator may not increase the length of suspension, change shelter rules and procedures, or individual case management plans that were agreed to by the client and the case manager, nor make exceptions to eligibility criteria.
3. The arbitrator may uphold, overturn, or modify the shelter hearing decision, or indicate that a second chance is being granted, or that the denial was withdrawn on consent.
4. Arbitrators may not alter, amend, or augment the reason for a particular denial of service.

DECISION UPHOLD means the denial and original penalty stand.

DECISION OVERTURNED means the arbitrator negated the denial and the client is eligible to return to the shelter. The arbitrator may determine whether a disputed warning notice related to the denial of service should be disregarded. Warning notices not deleted by the arbitrator remain in effect until expiration, but the denial is deleted from the client record.

Arbitrators may overturn denials of service for failure to meet the case management plan when they find that there are issues of client competency, client capability or fairness.

DECISION MODIFIED means the denial was upheld but the length of suspension was reduced.

NO SHOW means one or more of the affected parties did not attend the arbitration. (See Section VIII, Effects of Non-Appearance.)

SECOND CHANCE means the arbitrator determined that the client did break the rules as indicated by the denial of service, but the arbitrator feels the client may not have fully appreciated the consequences of breaking the rules, or did not understand his/her responsibilities, or should be given the benefit of doubt and thus a second chance. The denial is negated and the client may return to the shelter. Any warnings which had not expired would stay in effect.

WITHDRAWN ON CONSENT means the arbitrator did not make a decision and the arbitration was terminated because the shelter and client reached a mutual agreement. The denial of service is cancelled, as if there never was one, and the fact that the denial was withdrawn at arbitration cannot be discussed in future arbitrations.

F. ISSUANCE OF ARBITRATION DECISION

The arbitrator will announce his/her decision, when possible, at the conclusion of the arbitration. In all instances the written decision of the arbitrator will be issued the day of the arbitration.

If for safety concerns the arbitrator determines not to announce the decision at the conclusion of the arbitration, s/he will give the decision to the Arbitration Secretary. The Arbitration Secretary will be responsible for notifying the affected shelter and the Shelter Client Advocate of the decision. The Shelter Client Advocate will make the decision available to the client.

The results of all arbitration hearings are considered the final step of the grievance process.

If the arbitration is decided in the client's favor and s/he has not been staying in the shelter from which s/he was denied services during the appeal process, s/he would get the next available bed if s/he wants to return to that shelter. Clients who win their grievance are entitled to the next available bed and need to call the shift supervisor daily to see whether a space is available. If the client does call in and has been told there is a bed, they have 24 hours to claim the bed space or lose it. County Adult Assistance Program clients should contact the CAAP office and/or DSHS regarding shelter bed reservations.

G. THE DATE THE PENALTY EXPIRES OR THE DATE LENGTH OF STAY EXPIRES IS DETERMINED BY WHETHER OR NOT THE CLIENT USED SHELTER SERVICES DURING APPEAL

- 1.** If the client continues to use shelter services during the appeal process and the denial of service is upheld at the arbitration, the length of suspension begins at the end of the appeal process not the date on the original denial of service.
- 2.** If a client does not continue to receive services at the shelter during the appeals process and the denial of services is overturned, the amount of time remaining in

the client's stay will be credited by the number of days s/he lost during the appeal process.

H. ARBITRATOR DID NOT ACT WITHIN THEIR SCOPE OF AUTHORITY

When there is concern that an arbitrator did not act within his/her scope of authority, a sub-committee of the SGAC will be convened by DSHS to make a determination. The presentation to the sub-committee will be made by the Shelter Client Advocate and the shelter involved in the disputed arbitration. The arbitrator in question will also be invited to make a presentation to the sub-committee but his/her presence is not mandatory. Each presentation should be separate from each other and without the other presenters in the room.

The sub-committee will consist of an advocate committee member, the at large committee member who is an arbitrator, the Deputy City Attorney for DSHS and a shelter representative committee member. The shelter representative will not be from the category of shelter involved in the disputed arbitration. For example, if a family shelter was involved in the disputed arbitration, the representative would be the single adult shelter committee member.

After the presentations have been made and the sub-committee members have finished their questioning, the sub-committee will excuse the presenters and deliberate. Note that the sub-committee is making a decision as to whether the arbitrator exceeded their scope of authority, not reviewing the arbitration decision. The decision will not be changed.

If there is consensus from the sub-committee that the arbitrator exceeded his/her scope of authority, the DSHS Deputy City Attorney will speak with the arbitrator. If there is no consensus then the issue will be brought to the full SGAC.

VIII. EFFECTS OF NON-APPEARANCE/NO SHOW

A. CLIENTS

If a client is more than 15 minutes late for his/her arbitration, s/he will be considered a no show. A client who fails to show for the arbitration loses the appeal unless s/he had verified good cause for failure to attend. If a client authorizes a representative, other than the Shelter Client Advocate, to attend in his/her stead and the authorized representative fails to appear at the scheduled arbitration, it will be presumed that the client no longer wishes to pursue the grievance. In these situations the denial of service is upheld and the length of suspension will be in effect.

B. SHELTER PROVIDERS

If a shelter staff member is more than 15 minutes late, it will be presumed that the shelter provider does not wish to contest the client's grievance. The arbitrator will overturn the denial and all warnings associated with that denial. If the client is currently staying in the shelter s/he may remain through the current eligibility period.

C. NEITHER SHELTER NOR CLIENT APPEARS AT ARBITRATION

If neither party shows for the arbitration, the shelter decision will stand.

D. SHELTER CLIENT ADVOCATES

If the client has asked the Shelter Client Advocate to appear at the scheduled arbitration, and the Shelter Client Advocate fails to do so, the arbitration will be scheduled for the next available arbitration time.

IX. GOOD CAUSE

A. SHELTER HEARING

Good cause for a client or his/her representative's failure to attend a shelter hearing is verified hospitalization, illness or injury, death in the immediate family, arrest, incarceration, or other circumstances beyond their control. The absent party is responsible for providing the verification.

The shelter will issue the good cause decision on the notice provided by DSHS.

If the shelter decides that there was good cause, the client or his/her representative will be allowed to request a shelter hearing or schedule another shelter hearing. The shelter will work closely with the Shelter Client Advocate to resolve good cause issues.

If a shelter does not find good cause when a client fails to request a shelter hearing or fails to appear at the hearing, a shelter hearing decision will be issued denying the appeal for good cause. If the client does not agree with the decision, s/he may request an arbitration on the good cause issue by contacting the Arbitration Secretary. Failure to appear at a good cause hearing means the client loses the appeal unless there is additional good cause.

B. ARBITRATION

If a client felt they had good cause for missing or not requesting arbitration within the time limits, s/he may request an arbitration to determine if there was good cause. The client must attend and the shelter may attend. If in the event the arbitrator could find that there was good cause and therefore the arbitration for the original DOS will follow, the shelter must also attend. DSHS, the shelter, and the Shelter Client Advocate will confer in advance regarding how much time will be required.

C. ADDITIONAL ARBITRATION(S) FOR GOOD CAUSE

If the client felt s/he had good cause for missing the arbitration(s) that had been scheduled to determine a good cause issue, other good cause arbitrations may be scheduled. The client must contact the Shelter Client Advocate. The Shelter Client Advocate will evaluate and request a good cause arbitration by calling the Arbitration Secretary.

X. CLIENT RE-ENTERS THE SHELTER AFTER THE END OF THE LENGTH OF SUSPENSION

If a client re-enters a shelter after having been issued a non-immediate denial of service notice, any new offense or recurrence of the same offense must be treated as a new incident with related warnings before another non-immediate denial of service can be issued.

XI. ANNUAL REVIEW OF PERMANENT DENIAL OF SERVICE

On an annual basis after the date of the denial, all city-funded shelters must conduct a review of a client's permanent denial of service, if the client makes a request for such reconsideration. Shelters may ask that the client discuss what has changed in the time since the denial was issued, which could include but not be limited to client receiving treatment for anger management, substance abuse issues, a mental health condition, or other positive steps that indicate the client could now safely reside in the shelter. The client may have the Shelter Client Advocate, or another advocate of their choice, present at the review and present any documentation relevant to the issues discussed. The shelter's written rules must note that a one-year review of a permanent denial of service is available annually upon request. Shelters have the final decision as to whether a client's denial will be rescinded and the client allowed access to the shelter. The shelter's decision is not grievable at an arbitration.

XII. SHELTER REPORTING RESPONSIBILITIES

Shelters will provide DSHS with information about the number of immediate or non-immediate denials of service filed. The report will be submitted by the 15th of the following month on the form provided by DSHS and include all rule violations, shelter hearings and arbitrations and their outcomes.

Addendum to the Shelter Grievance Policy
Effective September 4, 2008

The Shelter Grievance Advisory Committee (SGAC) recommended the following document be added as an official addendum to the Shelter Grievance Policy, and received the HSA Commission's approval to do so on September 4, 2008.

January 27, 2004

TO: Shelter Directors
FROM: Cindy Ward and Laura Gerard
CC: Joyce Crum, Client Advocates
RE: Continuous Disruptive Behavior in Shelters

It has come to our attention that shelter staff may be unclear about the definition of "Continuous Disruptive Behavior" (CDB), a violation of most shelter's rules. Please allow this memo to clarify what CDB means, and to give guidance as to when this rule should, and more importantly, should not, be applied to clients.

In all shelters that have this rule, violation is grounds for an immediate denial of service. This is due to the fact that CDB, along with other immediate denial rule violations such as violence, threats of violence, and possession of weapons, constitute an immediate danger to the health and safety of the staff, other residents, and the facility itself. Immediate denials are designed to provide safety and structure to shelter programs. They should not be used punitively, or for situations in which issuing warnings for other rule violations is more appropriate.

Guidelines for Using the CDB Rule

- If a client is to be denied services for a CDB rule violation, the behavior in question must be *ongoing, continuous, uncontrollable, and present a clear risk to the health and safety of the facility.*
- Isolated, non-continuous incidents of verbal abuse, failing to follow staff's direction, or inappropriate behavior do not constitute CDB. "Patterns" of behavior, such as clients who were verbally abusive last week, yesterday, and again today, do not constitute CDB.
- Staff members should avoid getting into a power struggle with clients, since this often escalates a conflict situation. Instead, staff members need to take appropriate steps to de-escalate a situation when possible. These include asking the client to calm down, asking them to leave the immediate area, or allowing them safe space and time to calm themselves.
- There are situations in which issuing warnings for other rule violations is more appropriate than issuing a denial for CDB. Most frequently these include verbal abuse, being in an unauthorized area, failing to follow staff's direction, or inappropriate behavior. Staff may issue warnings for these violations up to and including a non-immediate denial of services.

Examples of Appropriate and Inappropriate Use of CDB

Scenario: Client enters the building carrying a container of food. Staff asks him not to bring the food to his bed area, in accordance with shelter rules. Client responds, "F--- no." Staff again tells him not to take the food upstairs. Client turns and says, "What the f--- would you like me to

do with it?” Staff says, “I would like you to leave the food at the front desk.” Client says, “You got me f---ed up, who the f--- do you think you are? F--- you!” and goes upstairs. The duration of the incident is a minute or so.

Is this CDB? No. Although this particular client had exhibited this behavior several times before, this incident did not present a risk to health or safety of the facility, and it was not ongoing and continuous. De-escalation was achieved by the client removing himself from the situation.

Alternatives to CDB: A warning for not following staff instructions, and/or use of profanity/verbal abuse, and/or bringing food to his bed area.

Scenario: Client is waiting in line to be checked in to his shelter bed for the night. Staff notices him appearing to be increasingly anxious while in line. When he gets to the front of the line, staff asks for his name. Client responds “I don’t have to give you nothing, just let me go to my bed!” Staff explains he must be checked in before he can go to his bed. Client says loudly “Do you believe this s---? Just let me go to my bed!” Staff asks another staff to take over checking in, and asks the client to move aside so others can be checked in. Client refuses and continues to yell that he wants to go to his bed. Other clients are becoming upset because they cannot check in. Staff again attempts to pull the client aside, asking him to calm down so the problem can be resolved. Client refuses to move and begins pounding his hands on the counter while yelling. Staff attempts to assist the client and convince him to leave the immediate area are unsuccessful, and client has now thrown himself on the floor in front of the check in line. Other clients are increasingly agitated and making comments about “getting this m-f out of the way”. Staff is concerned about the situation getting out of control and is contemplating calling the police.

Is this CDB? Yes. Client was not able to control his behavior despite repeated attempts by staff to intervene and de-escalate the situation. Client’s behavior created a danger to himself and potentially other clients, and was disruptive to the rest of the facility.

Scenario: Client 1 approaches staff very upset, stating that while she was having breakfast in the dining area her CD player was stolen. She accuses Client 2 of having stolen her property. Client 2 comes into the dining area, and she and Client 1 begin to yell accusations and insults at each other. Client 2 is asked to dress and leave shelter, while Client 1 waits in dining area for her to exit, so as to keep them apart from each other. While Client 1 waits she continues to talk about the situation with her friend in the dining area, using profanity and derogatory remarks. When staff asks her to stop, she insults staff and tells them to “Shut the hell up.” She then turns to leave, slams a pen on the desk, and slams the door on her way out.

Is this CDB? No. This incident never presented a health or safety risk, because the client followed staff instructions, maintained control of herself throughout, and left the facility voluntarily.

Alternatives to CDB: A warning for inappropriate behavior and/or verbal abuse.

We acknowledge that this rule is open to interpretation, and that every situation that occurs with clients in shelter is different. We expect that you will share this information with your supervisors and staff, and that staff will follow these guidelines, as well as using their own judgment and discretion, to handle future incidents. Please feel free to call us if you have questions or concerns. Thank you for your cooperation.

**Addendum to the Shelter Grievance Policy
Effective September 4, 2008**

The Shelter Grievance Advisory Committee (SGAC) recommended the following document be added as an official addendum to the Shelter Grievance Policy, and received the HSA Commission's approval to do so on September 4, 2008.

**EXTENSION CRITERIA
CITY-FUNDED FAMILY SHELTERS**

Revised June 2008

Note: This policy applies to 3-6 month full service family shelters.

A. Shelter Stays from 90 Days to Six Months

Shelter stays are 90 days. In order to be eligible to receive incremental extensions up to a maximum stay of six months, families must meet and continue to meet the following criteria:

1. Families who have a documented, verifiable move-in date for transitional or permanent housing within 30 days may be extended until their move-in date.

If the family does not have a documented move-in date, they must:

*2. Be meeting the program requirements for safekeeping on a consistent basis, and
Be consistently following through with all case management requirements, and
Be able to document a consistent, verifiable, unsuccessful housing search.*

If a client is unable to search for or acquire housing due to a documented, verifiable medical, psychiatric, legal, or financial problem that can be resolved within 30 days, they may be extended.

Extensions after 90 days must be approved by the Program Director and the Department of Homelessness and Supportive Housing. Shelter staff will submit extension requests using DSHS forms before the 90th day of a family's stay, and re-submit before the end of any extensions granted.

B. Shelter Stays After Six Months

The maximum shelter stay is six months, unless the family has a documented, verifiable move-in date for transitional or permanent housing.

Documentation of a move-in date must reflect a guarantee of housing. Examples include:

- A lease or rental agreement specifying a move-in date.
- A letter from a landlord, property management company, or leaseholder specifying a move-in date.
- A letter from a transitional housing program verifying family's acceptance into the program and confirming a move-in date within 30 days.

Family circumstances that are not a guarantee of housing, and are therefore not acceptable documentation for extension, include:

- Status on any housing or transitional housing wait list.
- Intake or interview appointment with a housing or transitional housing provider, including the San Francisco Housing Authority.
- Status on the Connecting Point wait list.
- Availability of other shelter placement, including Hamilton Family Emergency Center.

San Francisco Department of Homelessness and Supportive Housing Homeless Shelter Grievance Procedures

Arbitration Rules

I. ARBITRATOR

An arbitrator is a neutral decision-maker to be used once all internal appeals have been exhausted.

Arbitrators provide services on a pro bono basis and are current members of the California State Bar or a practicing attorney with the United States federal government. Arbitrators must participate in a DSHS training prior to conducting arbitrations.

If the client disagrees with the shelter hearing decision, s/he may request a hearing with an arbitrator. The arbitrator's function is to interpret shelter rules and procedures and to be the final decision-maker regarding disputes. While the process is an arbitration, not a mediation, the arbitration process does not preclude resolution of the denial of service through agreement between the client and the shelter at any time.

The arbitrator may recommend grievance-related corrective actions to the Shelter Advisory Committee.

- A.** The arbitrator will be an individual independent of any shelter provider, homeless advocacy group, or the Department of Homelessness and Supportive Housing (DSHS), and with no personal interest in the outcome of the arbitration. The arbitrator will disclose to all parties any bias or personal interest as soon as s/he becomes aware of them and, at that time should disqualify her/himself at the request of one or more parties. The arbitration should then be scheduled for the next available time slot.
- B.** The arbitrator will not accept any compensation offered by any party or interested person either before, during or after the arbitration.

II. ARBITRATOR'S SCOPE OF AUTHORITY

- A.** The arbitrator has complete authority to manage and control the arbitration proceeding. This includes the authority to admit or bar non-parties and, if necessary, to terminate the proceeding for reasons of security or if a party is unreasonably disruptive or refuses to respond to the arbitrator's direction. In such instances, the arbitrator may, but is not required to summarily rule against the disruptive or nonresponsive party.
- B.** The arbitrator may not increase the length of suspension, change shelter rules and procedures, or individual case management plans that were agreed to by the client and the case manager, nor make exceptions to eligibility criteria.
- C.** The arbitrator may uphold, overturn, or modify the shelter hearing decision, or indicate that a second chance is being granted, or that the denial was withdrawn on consent.

D. Arbitrators may not alter, amend, or augment the reason for a particular denial of service.

E. The arbitrator may not change shelter rules and procedures or individual case management plans that were agreed to by the client and the case manager nor make exceptions to eligibility criteria.

DECISION UPHELD means the denial and original penalty stand.

DECISION OVERTURNED means the arbitrator negated the denial and the client is eligible to return to the shelter. The arbitrator may determine whether a disputed warning notice related to the denial of service should be disregarded. Warning notices not deleted by the arbitrator remain in effect until expiration, but the denial is deleted from the client record.

Arbitrators may overturn denials of service for failure to meet the case management plan when they find that there are issues of client competency, client capability or fairness.

DECISION MODIFIED means the denial was upheld but the length of suspension was reduced.

NO SHOW means one or more of the affected parties did not attend the arbitration. (See Section VIII, Effects of Non-Appearance.

SECOND CHANCE means the arbitrator determined that the client did break the rules as indicated by the denial of service, but the arbitrator feels the client may not have fully appreciated the consequences of breaking the rules, or did not understand his/her responsibilities, or should be given the benefit of doubt and thus a second chance. The denial is negated and the client may return to the shelter. Any warnings which had not expired would stay in effect.

WITHDRAWN ON CONSENT means the arbitrator did not make a decision and the arbitration was terminated because the shelter and client reached a mutual agreement. The denial of service is cancelled, as if there never was one, and the fact that the denial was withdrawn at arbitration cannot be discussed in future arbitrations.

III. ARBITRATOR DID NOT ACT WITHIN THEIR SCOPE OF AUTHORITY

When there is concern that an arbitrator did not act within his/her scope of authority, a sub-committee of the SGAC will be convened by DSHS to make a determination. The presentation to the sub-committee will be made by the Shelter Client Advocate and the shelter involved in the disputed arbitration. The arbitrator in question will also be invited to make a presentation to the sub-committee but his/her presence is not mandatory. Each presentation should be separate from each other and without the other presenters in the room.

The sub-committee will consist of an advocate committee member, the at large committee member who is an arbitrator, the Deputy City Attorney for DSHS and a shelter representative committee member. The shelter representative will not be from the

category of shelter involved in the disputed arbitration. For example, if a family shelter was involved in the disputed arbitration, the representative would be the single adult shelter committee member.

After the presentations have been made and the sub-committee members have finished their questioning, the sub-committee will excuse the presenters and deliberate. Note that the sub-committee is making a decision as to whether the arbitrator exceeded their scope of authority, not reviewing the arbitration decision. The decision will not be changed.

If there is consensus from the sub-committee that the arbitrator exceeded his/her scope of authority, the DSHS Deputy City Attorney will speak with the arbitrator. If there is no consensus then the issue will be brought to the full SGAC.

IV. HOW ARBITRATION IS CONDUCTED

A. LOCATION AND LENGTH OF HEARING

1. The arbitration must be conducted in a room which is adequate for such a purpose.
2. Unless extended by the arbitrator the arbitration should take no longer than 60 minutes, including the time required for the arbitrator to complete her/his written decision.

B. PARTICIPANTS

1. Shelter Representation/Responsibility

The shelter should bring to the arbitration four (4) copies of the denial notice, the shelter hearing decision, and any warning notices or incident reports related to the denial. The shelter may send a representative instead of the staff person who was involved in the denial of service, to the arbitration. An arbitration cannot be held until a shelter hearing decision has been issued.

2. Client Representation

At the arbitration, the client can represent him/herself, without assistance from the Shelter Client Advocate or other representation. If the arbitrator concludes that the client is unable to adequately present his/her case, the arbitrator will inform the parties and the Shelter Client Advocate of this opinion, and continue the arbitration to the next available arbitration date when an authorized representative can attend on the client's behalf.

The client may send a representative, other than the Shelter Client Advocate, rather than attend the arbitration him/herself. If the arbitrator concludes that the authorized representative is unable to adequately present the client's case, the arbitrator will inform the parties and the Shelter Client Advocate of this opinion, and continue the arbitration to the next available arbitration date when the client or another authorized representative can attend.

3. DSHS Representation

DHSH will provide a representative to record the arbitration and provide assistance to the arbitrator. The DHSH representative is not an active participant in the proceedings.

C. CONDUCTING THE ARBITRATION

- 1.** The arbitration must be conducted in an unbiased manner.
- 2.** The arbitrator is responsible for the following at the arbitration:
 - a.** Informing the participants of their obligation to tell the truth.
 - b.** Providing a reasonable opportunity, generally 15 minutes, unless extended by the arbitrator, for the representative of the shelter which has denied the client service to present all evidence relied on to reach a decision in the case.
 - c.** Providing a reasonable opportunity, generally 15 minutes, unless extended by the arbitrator, for the client and/or authorized representative to present his/her case and/or question the shelter's representatives and/or witnesses at the arbitration.
 - d.** Providing a reasonable opportunity, generally 5 minutes per side unless extended by the arbitrator, for the client or authorized representative and the shelter representative to respond to the other side and/or question all witnesses at the arbitration.
- 3.** The arbitrator may ask questions of the parties and/or witnesses as appropriate.

D. RULES OF EVIDENCE

Proceedings are not governed by any formal rules of evidence. All reasonable information offered by either side, including appropriate written documentation, should be considered by the arbitrator. At the arbitration, shelters may only present information or documentation previously presented at the shelter hearing. Testimony about a client's past criminal history will not be part of the arbitration.

Clients may bring witnesses to speak in their behalf. Shelter staff may not bring client witnesses but may bring client witness statements with witness and client names redacted.

The arbitration should be a single proceeding. If the shelter staff who issued the denial of service is not present at the arbitration or the documents presented are inconclusive, the arbitrator will make a decision based on the information presented. The hearing will not be continued to obtain more information from the shelter.

Other than specified below in Section IV. E, Second Arbitration for the Same Rule Violation During the Same Shelter Stay, an arbitrator's interpretation of the Shelter Grievance Policy or these rules, or the findings of fact in an arbitration, are neither precedent nor binding in any other arbitration.

E. SECOND ARBITRATION FOR THE SAME RULE VIOLATION DURING THE SAME SHELTER STAY

If a client is having a second arbitration for the same rule violation during the same shelter stay, the current arbitrator

1. May not take the prior arbitration decision into account if the denial was overturned or withdrawn on consent, but
2. May take the prior arbitration decision into account if the denial was modified or if client was given a second chance by the previous arbitrator but the arbitrator cannot change the decision in the prior arbitration.

The shelter may submit as part of its documentation the decision from the prior arbitration if the denial was modified or if the client was given a second chance.

V. CONCLUSION OF THE ARBITRATION

The arbitrator will announce his/her decision, when possible, at the conclusion of the arbitration. In all instances the written decision of the arbitrator will be issued the day of the arbitration.

If for safety concerns the arbitrator determines not to announce the decision at the conclusion of the arbitration, s/he will give the decision to the Arbitration Secretary. The Arbitration Secretary will be responsible for notifying the affected shelter and the Shelter Client Advocate of the decision. The Shelter Client Advocate will make the decision available to the client.

- A. After the hearing is concluded, the arbitrator will completely fill out the arbitration decision form, and give it to the Arbitration Secretary for distribution of copies to the client, Shelter Client Advocate, and shelter representative (or arrange for the form to be picked up).
- B. The arbitrator will base his/her decision only on the information presented at the arbitration.
- C. The results of all arbitration hearings are considered the final step of the grievance process.
- D. The arbitrator will keep information learned at the hearings confidential, except s/he can communicate with the Shelter Grievance Advisory Committee about any arbitration proceeding.

VI. EFFECTS OF NON-APPEARANCE/NO SHOW

A. Clients

If a client is more than 15 minutes late for his/her arbitration, s/he will be considered a no show. A client who fails to show for the arbitration loses the appeal unless s/he had verified good cause for failure to attend. If a client authorizes a representative, other than the Shelter Client Advocate, to attend in his/her stead and the authorized representative fails to appear at the scheduled arbitration, it will be presumed that the client no longer wishes to pursue the grievance. In these situations the denial of service is upheld and the length of suspension will be in effect.

B. Shelter Providers

If a shelter staff member is more than 15 minutes late, it will be presumed that the shelter provider does not wish to contest the client's grievance. The arbitrator will overturn the denial and all warnings associated with that denial. If the client is currently staying in the shelter s/he may remain through the current eligibility period.

C. Neither Shelter nor Client Appears at Arbitration

If neither party shows for the arbitration, the shelter decision will stand.

D. Shelter Client Advocates

If the client has asked the Shelter Client Advocate to appear at the scheduled arbitration, and the Shelter Client Advocate fails to do so, the arbitration will be scheduled for the next available arbitration time.

VII. ARBITRATION FOR GOOD CAUSE

A. If a client felt they had good cause for missing or not requesting arbitration within the time limits, s/he may request an arbitration to determine if there was good cause. The client must attend and the shelter may attend. If in the event the arbitrator could find that there was good cause and therefore the arbitration for the original DOS will follow, the shelter must also attend. DSHS, the shelter, and the Shelter Client Advocate will confer in advance regarding how much time will be required.

Good cause in such cases is defined as:

Verified hospitalization, illness or injury

Verified arrest or incarceration

Verified death in the immediate family

Verified circumstances beyond their control

The client is responsible for providing the verification.

B. Additional Arbitration(s) for Good Cause

If the client felt s/he had good cause for missing the arbitration(s) that had been scheduled to determine a good cause issue, other good cause arbitrations may be scheduled. The client must contact the Shelter Client Advocate. The Shelter Client Advocate will evaluate and request a good cause arbitration by calling the Arbitration Secretary.

VIII. TIMING

At the discretion of the Arbitration Secretary, an arbitration which needs to be rescheduled will be set for the first available date that all parties may attend.