



SAN DIEGO
HOUSING
COMMISSION



City of San Diego Universal Shelter Terms of Service





CITY OF SAN DIEGO UNIVERSAL SHELTER TERMS OF SERVICE

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CITY OF SAN DIEGO UNIVERSAL SHELTER TERMS OF SERVICE

Introduction

The following Terms of Service (TOS) include:

- Your rights as a Participant in this shelter program (“Program”);
- Your responsibilities while enrolled in the Program; and
- Behaviors or actions that may result in immediate termination or disciplinary action that may lead to termination.

Participant Rights

You have the following rights as a program Participant:

1. To have all rights, responsibilities and program guidelines explained in your preferred language, directly or through interpretation or translation.
2. To receive services without harassment or unjust discrimination on the basis of race, color, creed, age, gender, sexual orientation, religion, disability or nationality or any other protected class.
3. To be treated fairly, with courtesy and respect.
4. To have all personal information kept confidential unless released by a signed consent or mandated by law to report.
5. To have privacy when exchanging personal information.
6. To have access to, or copies of, information contained in your case file.
7. To have freedom from all types of abuse, exploitation, retaliation, humiliation, harassment, and neglect.
8. To request reasonable accommodation(s) and to receive services per federal and state fair housing laws, and Section 504 of the Rehabilitation Act of 1973.
9. To receive a copy of the Terms of Service.
10. To receive a notice of termination 30 days prior to termination, unless the reason for termination is behavior that results in immediate termination.
11. To appeal a termination pursuant to the established appeals procedures.
12. To file a grievance or complaint.
13. To appeal a notice of termination from a shelter service provider directly to the San Diego Housing Commission (SDHC).

Participant Responsibilities

You have the following responsibilities as a Program Participant:

1. To treat staff and other Participants with courtesy and respect and to act in a manner that is not disruptive to others.
2. To provide all eligibility documentation as requested by staff.
3. To call/inform shelter staff in advance if you expect to miss or be late to a scheduled appointment.
4. To inform shelter staff if you will miss bed check for any reason. Missing bed check for three consecutive days will be treated as a voluntary exit from the Program.
5. To inform shelter staff if you decide to exit shelter.
6. To not bring any drugs (including marijuana), alcohol, or weapons to the program site.
7. To not engage in any type of illegal activity or business of any kind on the program site.
8. To smoke in designated smoking areas only.
9. To report any changes in telephone or contact information.

Program Operator Responsibilities

Program Operators must:

1. Operate a Program with low barriers to entry.
2. Provide a standardized enrollment process and orientation into the program, including a review of required intake documents, terms of service and guidelines for community living.
3. Operate a housing-focused Program that aims to resolve Program Participants' homelessness as quickly as possible. Related services include, but are not limited to:
 - a. Engage in problem-solving conversations.
 - b. Conduct self-sufficiency needs assessments.
 - c. Develop individualized housing plans and assist with housing applications.

- d. Refer to supportive service programs.
- e. Assist in locating safe and affordable permanent or other longer-term housing.
4. Provide shelter services, including:
 - a. A minimum of two meals per day.
 - b. Showers, wash stations, restrooms, laundry facilities, and/or laundry services, and storage for Program Participants' personal belongings.
 - c. Routine supplies, including but not limited to hygiene products, basic first aid supplies, and cleaning supplies.
 - d. Telephone access and message services.
 - e. Regularly laundered linens.
 - f. Access to on-site or off-site mail services.
5. Coordinate to support testing and vaccinations for communicable diseases.
6. Provide referrals to medical care, transportation, mental health care, and substance abuse treatment as quickly as possible, when appropriate.
7. Ensure any terminations or disciplinary actions are performed in alignment with the Terms of Service procedures.
 - a. Program staff are expected to engage in problem solving and de-escalation practices prior to the termination of shelter services.
 - b. Ensure disciplinary action is facilitated in a manner that protects Program Participants' right to due process.
 - c. Upon termination of shelter services, make a good faith effort to facilitate referrals to other available local shelter services for which the Participant is eligible.

Behavior/Actions that Will Result in Immediate Termination and/or Suspension of Shelter Services

The following behaviors/actions will lead to an immediate termination of shelter services and possible future suspension from re-entry into services because they create an unsafe environment. Staff will assess whether immediate termination is warranted based on the immediacy and severity of the threat posed by the behavior and whether any other underlying circumstances contributing to the behavior are able to be managed. Staff will assess whether suspension is warranted based on the threat posed

by the behavior. Suspensions issued will align with the timeframes listed below, unless exceptional circumstances justify a longer suspension timeframe.

If you are terminated, you will be notified by staff and provided details on how to appeal your termination if you disagree.

Behaviors or Actions that Will Result in Immediate Termination and/or Suspension	
Behavior or Action	Suspension Timeframe
<p>1 Use of violence, threats of use of violence, or other actions that are physically aggressive, threatening, or create an unsafe or hostile environment for Participants and/or staff. This includes, but is not limited to:</p> <ul style="list-style-type: none"> ▪ Physical violence, assault, or battery. ▪ Verbal threats of physical/sexual violence. ▪ Unwanted physical touch, sexual assault, sexual battery or sexual harassment. ▪ Use of hateful or discriminatory language. 	Up to 4 months
<p>2 Possession of weapons or conducting illegal activity on the premises, which includes, but is not limited to:</p> <ul style="list-style-type: none"> ▪ Theft. ▪ Possession, sale, or use of controlled substances that are illegal in California. ▪ Property damage or vandalism. 	Up to 30 days
<p>3 Refusing to submit to a search of my person or property, if staff deems there is an urgent safety-related reason to conduct one and/or refusing to relinquish weapons or items that could be used as weapons, illegal narcotics, or contraband.</p>	Up to 30 days
<p>4 Defiance of any applicable public health order or medical directive related to communicable infectious diseases. Such diseases include, but are not limited to, COVID-19, Mpox, Tuberculosis, MRSA, Hepatitis and Scabies.</p>	Based on public health guidelines

Behavior/Actions that May Result in Termination After Repeated Violations

The following behaviors or actions may result in progressive disciplinary action leading up to and including termination of shelter services.

You will receive a notice 30 days in advance of termination and will be provided details on how to appeal your termination if you disagree.

Behavior/Actions that May Result in Termination After Repeated Violations		
Behavior or Action	Definition and Guidelines	
5	Unwelcome physical contact.	Any intentional and non-consensual touching or physical contact that reasonably makes another individual feel uncomfortable or unsafe.
6	Verbal abuse.	Use of language intended to bully, demean, frighten, intimidate or control another person.
7	Display of pornographic or offensive material.	Displaying images, videos or audio of pornographic materials in a public fashion.
8	Publicly engaging in sexual activity.	Engaging in any sexual activity within the shelter.
9	Creating a health or safety risk by failing to maintain my living area or unsafely storing materials.	This may include the maintenance of personal belongings in a manner that creates hazards, unsafe conditions or blocks paths of travel for clients and staff.
10	Lack of personal hygiene that creates conflict with other Participants or unhealthy living conditions.	Failure to maintain individual cleanliness, which results in an unhealthy living environment for nearby Participants or staff.
11	Failure to care for the well-being of pets or support animals.	Pets and support animals must be adequately cared for. Participants are required to manage their pets' interactions with other Participants as well as other pets or support animals on-site.

Behavior/Actions that May Result in Termination After Repeated Violations		
		<i>A violation of this expectation will result in the exit of the pet/support animal, not the participant.</i>
12	Use or possession of drugs, substances, or alcohol while on the program site.	The use or possessing of controlled substances that are legal in California or alcohol while at the program site.
13	Failure to comply with site security, entry and exit policies.	Accessing areas that are labeled as “Staff Only” and entering or exiting the Program site through locations other than the designated entrance/exit.
14	Smoking or vaping outside of designated areas.	Instances in which a Participant smokes or vapes in an area other than the designated smoking area.
15	Facilitating the entry of unauthorized visitors to the Shelter.	Instances in which a Participant has brought in unauthorized visitors or advised individuals not enrolled in the program that they can enter without clearance by staff.
16	Recording video or taking photos without authorization by the subjects of the videos or photos.	Recording video or taking photos of other Participants, staff, volunteers and pets/support animals without consent.

Participant and Program Operator Signature

By signing this form, I acknowledge that I have read and understand the Terms of Service and I agree to live cooperatively and follow the guidelines and expectations outlined in this document.

Participant Signature

Date

Program Operator Staff Signature

Date