



Edwin M. Lee, Mayor

Trent Rhorer, Executive Director

MEMORANDUM

TO: HUMAN SERVICES COMMISSION

THROUGH: TRENT RHORER, EXECUTIVE DIRECTOR

FROM: SYLVIA DEPORTO, DEPUTY DIRECTOR
JOHN TSUTAKAWA, DIRECTOR OF CONTRACTS *JS*

DATE: MAY 19, 2017

SUBJECT: NEW CONTRACT: **TODD WRIGHT (FOR-PROFIT)** TO PROVIDE OMBUDSMAN SERVICES FOR FAMILY AND CHILDREN'S SERVICES (FCS)

CONTRACT TERM: 7/1/17- 6/30/20

TOTAL AMOUNT:	\$322,866	<u>Contingency</u> \$32,287	<u>Total</u> \$355,153
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ANNUAL AMOUNT:	<u>FY17/18</u> \$107,622	<u>FY18/19</u> \$107,622	<u>FY19/20</u> \$107,622
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Funding Source	<u>County</u>	<u>State</u>	<u>Federal</u>	<u>Contingency</u>	<u>Total</u>
FUNDING:	\$242,150	\$38,744	\$41,972	\$32,287	\$355,153
PERCENTAGE:	75%	12%	13%		100%

The Department of Human Services (DHS) requests authorization to enter into a new contract with Todd Wright for the time period July 1, 2017 to June 30, 2020, in the amount of \$322,866 plus a 10% contingency for a total contract not to exceed amount of \$355,153. The purpose of the contract is to provide Ombudsman services to Family and Children Services (FCS) clients and foster/adoptive care providers, as well as continue working with the Parent Advisory Committee (PAC).

Background

Ombudsman services have been provided to FCS clients since 1995 to provide a responsive and timely means for the resolution of complaints from clients and care providers. The Contractor has been working as the Ombudsman since 2004.

Services to be Provided

The Contractor will provide Ombudsman services to resolve complaints from biological parents, foster and adoptive parents, and other clients who receive or have received services from the Department's Family and Children Services Division. The Ombudsman will maintain a hotline and will respond promptly to complaints and requests for information; will gather information and file official complaints where necessary. In this role, the Contractor will serve as an impartial intermediary between the complainant and the appropriate FCS staff to facilitate a fair resolution. The Contractor will also provide planning support and parent leadership development to parents that are part of the PAC.

For additional information regarding services to be provided, please refer to Appendix A (attached).

Selection

Contractor was selected through Request for Qualifications (RFQ #726) issued December 12, 2016.

Funding

This contract is funded through a combination of county, state and federal funds.

ATTACHMENTS

Appendix A- Services to be Provided

Appendix B- Calculation of Charges

**Appendix A – Services to be Provided
Todd Wright – FCS Ombudsman
July 1, 2017 to June 30, 2020**

I. Purpose of Contract

The purpose of the contract is to resolve complaints from individuals with concerns connected to a Family and Children’s Services (FCS) case by providing an Ombudsman who will investigate, respond to and facilitate resolution of complaints.

II. Definitions

CARBON	Contract Administration, Reporting and Billing Online database
Contractor	Todd Wright
FCS	Family and Children Services Division of HSA
PAC	Parent Advisory Committee
HSA	San Francisco Human Services Agency

III. Target Population

The Ombudsman will serve biological parents, children and youth, relatives, foster and adoptive parents, caregivers and resource families who receive or have received services from FCS.

IV. Services To Be Provided

The Contractor will:

- a. Resolve issues and complaints regarding the FCS Division as an Ombudsman. San Francisco Human Services Agency (HSA) shall be responsible for reviewing and taking the final action on any recommendations. The contractor is expected to respond to three levels of concerns:
 - i. Requests for information, including identification of resources and clarification of policies
 - ii. Issues requiring facilitation by the Ombudsman
 - iii. Assist parties in submitting formal written complaints directed to FCS Management regarding issues that cannot be resolved through direct meetings with the Child Welfare Worker.
- b. Meet with clients and/or their care provider at HSA offices and/or community locations as necessary to provide information, make referrals, and conduct complaint intakes.
- c. Consult with FCS Management and staff to resolve the issues or complaints.
- d. Assist the complainant in resolving the issue. Resolution may include, but is not limited to, the following:
 - i. Clarification of FCS rules and policies
 - ii. Mediation between the client and staff as appropriate
 - iii. Forged agreements between staff, client, or other parties involved in the complaint
- e. Meet with FCS Deputy Director or his/her designee at least quarterly to provide feedback regarding client service issues and to make policy recommendations.
- f. Compile program data for monthly reports summarizing the number, source, nature, and outcome of complaints handled and reporting hours of service provided.
- g. Develop and maintain individual case files for every complaint. Issue a letter outlining the complaint, findings, and recommendations to the complainant, as appropriate.
- h. Participate in FCS’s Parent Advisory Committee (PAC), and other committees relevant to client concerns, as needed.

- i. Administer a short survey to the clients and affected FCS staff when a complaint is closed to evaluate the Contractor's performance and elicit feedback on the process. Survey responses must be kept on file.

V. Service Objectives

On an annual basis the Contractor shall meet the following objectives:

- a. Provide a maximum of 1,076 hours of Ombudsman services
- b. Respond to a minimum of 100 unduplicated referrals per year¹
- c. Respond to 95% of requests for general information within three working days from when the inquiry is made
- d. Respond to 100% of complaints within two working days from the initial contact

VI. Outcome Objectives

On an annual basis, the Contractor shall meet the following objectives:

- a. At least 70% of FCS clients, foster parents and FCS staff surveyed will report that:
 - 1. Ombudsman fully listened to and understood their respective position
 - 2. Ombudsman was helpful and impartial, and treated them with courtesy, consideration and respect
 - 3. They were satisfied that a fair resolution of the grievance/issue was achieved
 - 4. They came away with a better understanding of the Ombudsman role and process for investigating grievances/issues and/or FCS policy or practice
- b. Resolve 75% of all complaints within 90 days

VII. Reporting Requirements

- a. The Contractor will submit two monthly reports, due the 15th day of the following month:
 - i. Contract Report: This report will detail the number of issues and complaints, and progress toward service and outcome objectives.
 - ii. Program Report: This report will list the details on complaints, including the name, zip code, ethnicity and gender of the complainant; FCS worker involved, nature of the complaint, the status of the resolution, the timeline on the complaint including the date of initial contact, and the 30, 60 and 90-day status of each issue and complaint.
 - iii. Payment of monthly invoices is contingent upon receipt of the monthly report.
- b. The Contractor will submit an annual summary report due July 15 of each year.
 - i. The summary report will contain the following:
 - 1. Number of phone calls, letters, visits, and cases in progress and/or resolved during the prior fiscal year
 - 2. Description of complaint type, the length of time for resolution, and how it is being resolved
 - 3. Progress toward meeting Service and Outcome Objectives outlined in the previous sections
 - 4. Policy concerns and recommendations that arise from the complaints
- c. Monthly contract reports and annual summary reports will be entered into CARBON and monthly program reports will be submitted electronically to FCS deputy director as indicated below:

Sylvia Deporto, Deputy Director
Family and Children's Services
Human Services Agency
Sylvia.Deporto@sfgov.org

VIII. Monitoring Activities

Program Monitoring: Program monitoring will include review of client eligibility, documentation of service delivery, client files and progress toward service and outcome objectives.

¹ This is an estimate of unduplicated referrals for fiscal year 2017-18. The number of unduplicated referrals may vary from year to year and will be determined each year based on the level of need.

Appendix B - Calculation of Charges
Todd Wright – FCS Ombudsman
July 1, 2017 to June 30, 2020

I. The contract term for FCS Ombudsman Services under this Agreement will begin effective July 1, 2017 and end June 30, 2020.

II. Contractor will be compensated on an hourly basis and will invoice the San Francisco Human Services Agency (HSA), in accordance with the terms of the agreement, at the rate of \$100.00 per hour worked, for an approximate total of 3,229 hours during the term of the Agreement. The annual costs are as follows:

- For FY17/18 from 7/1/17 to 6/30/18, at approximately 1,076 hours, for a total of \$107,622.
- For FY18/19 from 7/1/18 to 6/30/19, at approximately 1,076 hours, for a total of \$107,622.
- For FY19/20 from 7/1/19 to 6/30/20, at approximately 1,076 hours, for a total of \$107,622.

Total contract amount for the period of July 1, 2017 through June 30, 2020 is not to exceed **\$355,153**.

III. Contractor shall submit invoices on a monthly basis. Invoices shall document the number of hours spent on the tasks outlined in Appendix A, and any additional work performed under the scope of this contract.

IV. Contractor understands that, of the maximum dollar obligation listed in Section 4 of this Agreement, **Thirty Two Thousand, Two Hundred Eighty Seven Dollars (\$32,287)** is included as a contingency amount and is neither to be used in the Program Budget, nor available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Manager. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Human Services Agency laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

V. A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. If Services are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to City. City's final reimbursement to the Contractor at the close of the Agreement period shall not exceed the total amount authorized and certified for this Agreement.