



**SAN FRANCISCO
HUMAN SERVICES AGENCY**

Department of Benefits
and Family Support

Department of Disability
and Aging Services

P.O. Box 7988
San Francisco, CA
94120-7988
www.SFHSA.org



London Breed
Mayor

Trent Rhorer
Executive Director

MEMORANDUM

TO: DISABILITY AND AGING SERVICES COMMISSION

THROUGH: KELLY DEARMAN, EXECUTIVE DIRECTOR

FROM: JILL NIELSEN, DEPUTY DIRECTOR
ESPERANZA ZAPIEN, DIRECTOR OF CONTRACTS

DATE: SEPTEMBER 6, 2023

SUBJECT: CONTRACT MODIFICATION: **MERCED RESIDENTIAL CARE (FOR-PROFIT) FOR PROVISION OF EMERGENCY BED PLACEMENT**

DS
EB

	<u>Current</u>	<u>Modification</u>	<u>Revised</u>	<u>Contingency</u>	<u>Total</u>
CONTRACT TERM:	7/1/21-6/30/25	9/1/23-6/30/25	7/1/21-6/30/25		
CONTRACT AMOUNT:	\$470,387	\$280,000	\$750,387	\$75,039	\$825,426
ANNUAL AMOUNT:	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>	<u>FY 24/25</u>	
	\$152,569	\$174,392	\$211,713	\$211,713	
Funding Source	<u>County</u>	<u>State</u>	<u>Federal</u>	<u>Contingency</u>	<u>Total</u>
FUNDING:	\$405,209		\$345,178	\$75,039	\$825,426
PERCENTAGE:	54%		46%		100%

The Department of Disability and Aging Services (DAS) requests authorization to modify the existing contract with Merced Residential Care for the period of September 1, 2023 to June 30, 2025, in the additional amount of \$280,000 plus a 10% contingency for a revised total amount not to exceed \$825,426. The purpose of this modification is to increase the contract amount for additional emergency bed availability for the remainder of the contract term.

Background

The DAS program of Adult Protective Services (APS) identified a need for a care facility that can provide individual's needs and emergency placement services to APS clients: elders aged 65 or older and adults with disabilities over the age of 18 who are experiencing abuse, neglect, exploitation, or self-neglect. The emergency placement services will provide access to a safe respite bed, meals, and supportive personal care services on a 24-hour basis. The care facility is required to be experienced in providing services for people with cognitive impairment, developmental disabilities, and behavioral health needs.

The contractor has provided personalized care for the elderly and disabled for over 16 years. Their program is designed to meet the long-term care needs of older people and adults with disabilities who need assistance with their activities of daily living. Licensed by California's Department of Community Care Licensing, the contractor's staff is experienced with a variety of client needs including, dementia, Alzheimer's disease, and hospice care.

Services to be Provided

Under this modification, the contractor will increase the bed availability to APS clients from the previously allotted two beds to a total of four concurrent beds for APS clients in need of residential care facility level care.

This contract was initially generated with a total of two beds available at all times per month. During the initial federal response to the COVID-19 Pandemic, federal COVID relief funds were applied to ensure one additional bed available for APS Clients that were displaced as a result of COVID-19 issues, such as coming out of a Shelter in Place Hotel. The COVID relief funds have now been used and the four beds available at all times are funded through a blend of local funds and federal funds from the American Rescue Plan Act (ARPA).

During contract monitoring for FY22-23, Merced was conformant with no findings, and had been with vacant space for new clients only 12% of the fiscal year. For this modification, APS has secured funding for an additional bed for the remainder of the contract term.

Site Locations and Hours

Services are provided on a 24/7 basis at Merced Three Residential Care located at 1420 Hampshire Street, San Francisco, CA 94110 will be the sole contract facility.

Selection

Contractor was selected through Request for Proposals 933, which was competitively bid in May 2021.

Funding

Funding for this contract is provided through a combination of County General Funds and Federal Funds, provided through the State as a result of the federal American Rescue Plan Act.

ATTACHMENTS

Appendix A-1, Scope of Services

Appendix B-1, Budget

Appendix A-1 - Services to be Provided Merced Residential Care

Emergency Bed Placement July 1, 2021 to June 30, 2025

I. Contract Purpose

The purpose of the contract is to promote the safety and well-being of APS clients through the provision of emergency placement services and supportive personal care services available on a 24-hour basis.

II. Definitions

ADL	Activities of Daily Living – Term used to refer to self-care activities such as grooming and bathing.
APS	Adult Protective Services
CARBON	Contracts Administration, Reporting and Billing On Line System
City	City and County of San Francisco
Dementia	An umbrella term to describe a decline in a mental condition.
Department of Community Care Licensing	State regulatory agency that licenses both day and residential care facilities for children and adults.
DAS	Department of Disability and Aging Services
Disability	A condition attributable to mental or physical impairment, or a combination of mental and physical impairments including hearing and visual impairments, that results in substantial functional limitations in one or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency, cognitive functioning, and emotional adjustment.
Frail	An older individual is determined to be functionally impaired because the individual either: (a) Is unable to perform at least two activities of daily living, including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing or supervision. (b) Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.
HSA	Human Services Agency of the City and County of San Francisco
Low Income	Having income at or below 300% of the federal poverty line defined by the federal Bureau of the Census and published annually by the U.S. Department of Health and Human

	Services.
RCFE	Residential Care Facility for the Elderly
Senior	Person who is 60 years of age or older
SOGI	Sexual Orientation and Gender Identity; Ordinance No. 159-16 amended the San Francisco Administrative Code to require City departments and contractors that provide health care and social services to seek to collect and analyze data concerning the sexual orientation and gender identity of the clients they serve (Chapter 104, Sections 104.1 through 104.9.)
Unit of Service	For the purposes of the contract, this is defined as one 24-hour period for each referred APS client.
Younger Adult with Disability	Person aged 18 to 59 living with a disability

III. Target Population

This program is designed to serve all ethnicities and populations, with focused expertise to promote the unique cultural needs which have been identified as demonstrating the greatest economic and social need:

- 1) Persons with low income
- 2) Persons who are socially isolated
- 3) Persons with limited English-speaking proficiency
- 4) Persons from communities of color
- 5) Persons who identify as LGBTQ+
- 6) Persons at risk of institutionalization

This contract will serve older people 60 years of age or older and adults with physical and/or mental disabilities between 18 and 60 years of age.

IV. Description of Services

The Contractor shall provide a safe and secure placement for Adult Protective Services (APS) clients. The placement will be consistent with licensing requirements set by California's Community Care Licensing Division and will include shelter, food, and assistance with personal care and Activities of Daily Living, as needed, for up to 60 days. The Contractor shall ensure the following services and conditions during the term of this grant:

- Ensure that the APS program will have access to placement and care for at least two clients, at any point during any given month
- For each referred client, provide a private bed within a licensed care facility
- Provide accessible facilities for bathing and toileting (private and shared)
- Provide the following enhanced services:
 - o Three meals daily
 - o Regular housekeeping
 - o Laundry service at least weekly

- Caregiving services: Assistance with bathing dressing, grooming, toileting, and medication reminders as needed by the APS client.
- Provide round-the-clock access to facilitate emergency placements from APS
- Accept same day placement requests within 4 hours
- Meet licensing requirements for managing the care of adults and elders with dementia as specified in the California Code of Regulations, Title 22, Section 87705
- Provide each referred APS client a private space to store a reasonable amount of personal items.
- Provide tailored services to meet the needs of referred APS clients with special health or dementia needs.
- Required staffing shall include 24-hour stay-awake staff to monitor referred clients with special health or dementia needs and to ensure round the clock safety.
- The Contractor will maintain a connection with an established medical provider to facilitate medical reviews and medication orders, as needed.

V. Location and Time of Services

Merced Three Residential Care Facility located at 1420 Hampshire Street, San Francisco, CA 94110 will be the sole contract facility.

Placement at sister facilities located at Merced Girard at 129 Girard St, San Francisco, CA 94134 and at Merced 1&2 at 257-259 Broad St, San Francisco, CA 94112 will be used only on an emergency basis if no bed is available at Merced Three. The care facilities are open on a 24-hour basis.

VI. Service Objectives

On an annual basis, the Contractor will meet the following Service Objectives:

1. 90% of referred clients will be accepted by the Contractor.
2. 90% of referred clients will receive a functional assessment within 48 hours of placement.
3. 90% of face-to-face meetings with the designated APS Worker will occur within 10 calendar days of the initial placement.
4. 100% of clients who are assessed with cognitive impairment will receive specialized dementia care in accordance with state licensing regulations.
5. 90% of care plan updates will be reported to the designated APS Worker within two calendar days by either phone or email.
6. 90% of client Grievances and Critical Incidents will be reported to the designated APS Worker and the APS Program Director within 2 calendar days with attached Quality Improvement and Response Plan.

VII. Outcome Objectives

On an annual basis, the Contractor will meet the following Outcome Objectives:

1. Through the emergency placement process, at least 18 APS clients will be diverted from unnecessary hospitalization or homelessness.
2. 80% of APS Workers surveyed about their experience working with the Contractor in regards to the care of referred APS clients, will report that they feel that the placement provided by the Contractor helped to promote the safety and well-being of these same clients.
3. 80% of referred clients will receive effective discharge planning from the placement into a safe long-term care situation, either in the community or in a residential facility.

VIII. Reporting Requirements

A. Contractor will provide a **monthly** report of activities, referencing the tasks as described in Section VI & VII - Service and Outcome Objectives. Grantee will enter the monthly metrics in the CARBON database by the 15th of the following month.

1. Track the units of service that are utilized each month.
2. Track the number of placement beds that were provided through the above mentioned units of service.
3. Track the number of COVID placement beds separately.
4. Report the total number of all clients that were referred by APS.
5. Report the number of all clients that were referred by APS and refused by the contractor.
6. Report the number of all clients that were referred by APS and accepted by the contractor.
7. Report the number of clients that were diverted from homelessness through the acceptance.
8. Report the number of clients that were diverted from an unnecessary hospitalization as a result of the acceptance.
9. Report the reasons for denial for each referred APS client.
10. Report the number of client Grievances that were filed during the reporting period.
11. Report the number of Critical Incidents that were filed during the reporting period.
12. Report the contractor response and quality improvement plan to the above mentioned Grievances and Critical Incidents.

13. Report the number of clients that were referred by APS and presented with signs of cognitive impairment or dementia.
 14. Report the number of clients that were discharged from the contractor's site.
 15. Of the clients reported in number 13, how many were discharged to a safe, long-term care situation?
 16. Of the clients reported in number 13, how many left the facility against the advice of the Contractor and/or the designated APS Worker?
 17. Track the number of placements that were provided as a result of a COVID-19 SIP Hotel discharge or a COVID 19 related displacement issue.
- B. Contractor will provide a quarterly report of activities, referencing the tasks as described in Section VI & VII - Service and Outcome Objectives. Contractor will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- C. Contractor will provide an **annual** report summarizing the contract activities, referencing the tasks as described in Section VI & VII- Service and Outcome Objectives. This report will also include accomplishments and challenges encountered by the Contractor. Contractor will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- D. Grantee shall develop and deliver an annual summary report of SOGI data collected in the year as required by state and local law. The due date for submitting the annual summary report is July 10th.
- E. Contractor will provide Ad Hoc reports as required by the Department.
- F. For assistance with reporting requirements or submission of reports, contact:

Akiles Ceron, Program Director
akiles.ceron@sfgov.org
DAS, APS
1650 Mission Street, 5/F
San Francisco, CA 94103

Tara Alvarez, Contract Manager
Tara.Alvarez@sfgov.org
Human Services Agency
PO Box 7988
San Francisco, CA 94120

IX. Monitoring Activities

- A. Program Monitoring: Program monitoring will include review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.

- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

Appendix B-1 - Calculation of Charges

Merced Residential Care Emergency Bed Placement July 1, 2021 – June 30, 2025

I. Contractor will bill for each bed according to the following rate schedule:

\$150.00 per day for an occupied bed

\$104.50 per day for a bed that is “held,” but not occupied

Contractor shall have a total of four (4) beds available at all times per month.

On an emergency basis, contractor will provide a private room for an occupant up to seven (7) days.

II. Invoices submitted for payment will include status reports detailing the executed work, location, number of hours and the service(s) provided. Program Manager verification and approval of the work detailed in the status reports and the invoices is required for payment.

III. The total contract amount is \$750,387 plus 10% contingency amount of \$75,039 for a total not to exceed amount of \$825,426 for the term 7/1/21-6/30/25.