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| OMBUDSMAN |
| PROGRAM STANDARDS AND WORKPLAN GUIDELINES |
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| **Program Goal** |
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| The goal of the Ombudsman Program is to ensure the rights and entitlements of older adults and adults with disabilities in long-term care facilities. The program responds to complaints and concerns on behalf of long-term care facility residents and their families. The Ombudsman Program assists these individuals by effectively asserting their civil and human rights and providing appropriate referral services when needed to ensure the quality of life and the dignity of long-term care residents. Organizations proposing service must provide Ombudsman Services to both the Older Americans Act funded over 60 program and the County of San Mateo under 60 program. |
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| **Program Service Description** |
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| **State Long-Term Care Ombudsman Program** means the California Department of Aging (CDA) program recognized by the State Legislature and in compliance with the OAA and the Older Californians Act. The legislative intent of this program is to use volunteers and volunteer programs to effectively assist older individuals residing in long-term care facilities in the assertion of their civil and human rights [OAA 712(a)(1)(B); W&I Codes 9700, 9701(f)]. |
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| Trained and certified staff and volunteers work directly with residents of long-term care facilities as well as their families, facility staff and others to receive, investigate and resolve complaints. |

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| **Program Service Definitions** |
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| **Local Ombudsman Coordinator** means the individual selected by the governing board or executive director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and manage the day-to-day operations, including implementation of federal and State requirements. The Local Ombudsman Coordinator is required to be a State Certified Ombudsman Representative, complete State training for new Coordinators, and participate in State Ombudsman sponsored meetings at least twice each year. The selection is in accordance with policies and procedures established by the State Ombudsman and meets the State Ombudsman’s criteria for designation and concurrence. [OAA §§712(a)(5)(A), 712(h)(5); [45 CFR 1327.1] W & I Code §§9701(d), 9719] |
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| **Local Ombudsman Program** means either a program of the Area Agency on Aging (AAA) or its subcontractor that is selected to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the planning or service area. The selection is in accordance with policies and procedures established by the State Ombudsman and by which meets the State Ombudsman’s criteria for designation and concurrence. [OAA §§711(3), 712(a)(5)(D)]; [45 CFR 1227.1] [W&I 9701(a)] |
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| **Office of the State Long-Term Care Ombudsman (OSLTCO)** means the office established and operated by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract with the AAAs. As a program of the CDA, the OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of similar nature that receive funding or official designation from the State. The OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. The OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§712(a)(1)(A), 712(a)(3)(C)(F), 712(h)] [45 CFR 1327.1] [W&I §§9710, 9716, 9717] |
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| **State Certified Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. Prior to certification by the State Ombudsman, the individual is required to pass State and federal criminal background clearance, complete a minimum of 36 hours of training, and complete a mentorship in accordance with policies and procedures established by the State Ombudsman. [OAA §§711(5), 712(a)(5)(A), 712(h)(5)] [45 CFR 1327.1] [W&I §§9712.5, 9719] |
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| **State Long-Term Care Ombudsman Program (SLTCOP)** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the Ombudsman, OSLTCO headed by the Ombudsman, and the representatives of OSLTCO. [OAA §712(a)(1)(B)] [45 CFR 1327.1] [W&I 9700] |
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| **State Long Term Care Ombudsman hereafter referred to as the State Ombudsman** means the individual who heads the OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in 45 CFR 132713 and 1327.19.. [OAA §§712(a)(2)-(3), 712(a)(5)(D)(ii)], 712(e); [45 CFR 1327.1] [W&I §§9701(f), 9719] |

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| **Volunteer Recruitment** means those activities associated with engaging and retaining the services of volunteers to serve as a State Certified Ombudsman Representative [OAA section 712(a)(5)(B)(vii)]. | | | |
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| Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Programs for Prevention of Elder Abuse, Neglect, and Exploitation) | | | |
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| **Elder Abuse Prevention Programs** means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation) [42 U.S.C. 3058i] [OAA §721], including: | | | |
|  | | 1. | Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation; |
|  | | 2. | Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals; |
|  | | 3. | Ensuring the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and court of competent jurisdiction; |
|  | | 4. | Promoting the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA; |
|  | | 5. | Conducting analysis of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs; |
|  | | 6. | Conducting training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy; |
|  | | 7. | Providing technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims; and |
|  | | 8. | Conducting special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and Federal requirements concerning confidentiality, and other topics determined by the County to be appropriate. |
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| **Program Requirements** means Title IIIC program requirements found in the   * Older Americans Act (OAA) 42, (USC section 3001-3058) <http://www.aoa.gov/AoA_Programs/OAA/index.aspx>; * Older Californians Act <https://www.aging.ca.gov/AboutCDA/Older_CA_Act.aspx>; * Code of Federal Regulations (CFR) (45 CFR XIII, 1321); * Title 22, California Code of Regulations (22 CCR 7000 et seq). * California Department of Aging (CDA) Program Memoranda * CDA Title III Program Manual * Occupational Safety and Health Administration (OSHA) requirements; * San Mateo County Health System policies and procedures * Organization(s) will provide Ombudsman Program services in accordance with the California (LTCOP) Designated Standards for Approved Organizations, the CDA and the AAA requirements. * At a minimum the approved organization shall comply with all relevant federal and State laws regulations and policies. | | | |
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| **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS). [OAA 321(a)] | | | |
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| **Priority Services for Title IIIB** means those services associated with access to services (transportation, outreach, information and assistance and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer’s disease and related disorders involving neurological and organic brain dysfunction; and legal assistance. | | | |
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| **Individuals with Severe Disability(ies)** means a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial functional limitation in three or more major life activities. [OAA § 102(a)(48)] | | | |

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| Eligibility Specifics | | | | | | | |
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| **Eligible Service Population** means older individuals, 60 years of age or older, who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA Sections §§102(35), 321(a)(10), W&I §9701(b),(e)] The Local Ombudsman Program may serve residents under 60 years of age if: | | | | | | | |
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| 1. | | A majority of the residents of the facility where the younger person resides are over age 60; | | | | | |
| 2. | | Such service does not weaken or decrease service to older individuals covered by the OAA; and | | | | | |
| 3. | | County General Funds are used to fund the services; | | | | | |
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| [Policy of the Office of Elder Rights Protections, Administration on Aging; July 15,1996] | | | | | | | |
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| **Eligible Service Population for Title III B** means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA §§ 305 (a)(2)(E), 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]. | | | | | | | |
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| **Projected Annual Funding Available:**  **OAA Federal and State funds for an Ombudsman Program - $222,116** | | | | | | | |
| State and Federal Funding - $184,059 | | | | | | | |
| County General Funds over sixty (60) program - $38,057 | | | | | | | |
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| **County General Fund under sixty (60) program - $50,000** | | | | | | | |
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| Funded service requirements are defined as: | | | | | | | |
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| **Community Education:** To provide in-service training, consultation and information to facility staff, resident councils, community groups, families and individuals regarding long-term care. | | | | | | | |
| **Unit of Service: One (1) hour (reported in increments of fifteen (15) minutes)** | | | | | | | |
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| **Complaint/Abuse Investigation and Facility Monitoring:** To participate in activities related to receiving, verifying, investigating, and resolving a complaint. Includes all hours spent in facilities by staff or volunteers, traveling to or from facilities, and completing required records. | | | | | | | |
| **Unit of Service: One (1) hour (reported in increments of fifteen (15) minutes)** | | | | | | | |
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| **Abuse Prevention Educational Materials:** Educational materials and guidance kits distributed for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). | | | | | | | |
| **Unit of Service: One product** | | | | | | | |
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| **Volunteer Recruitment:** To engage in activities directed towards the recruitment and training of volunteer workers (need not be over 60 years of age). | | | | | | | |
| **Unit of Service: One (1) hour (reported in increments of fifteen (15) minutes)** | | | | | | | |
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| **Suggested Minimum Objectives (2016-17)** | | | | | | | |
|  | | | | |  | | |
| 1,200 | | | | | Units of Volunteer Recruitment and Volunteer Training | | |
| 10 | | | | | Volunteers | | |
| 90% | | | | | Complaint Resolution Rate | | |
| 30 | | | | | Meetings with Resident and Family Councils | | |
| 150 | | | | | Consultations to Facilities | | |
| 350 | | | | | Units of Information & Consultation to Individuals | | |
| 30 | | | | | Sessions of Community Education | | |
| 100% | | | | | Regular Nursing Facility Visitation to Facilities | | |
| 100% | | | | | Regular Visitation to 100% of Residential Care Facilities for the Elderly | | |
| 7.5 | | | | | Full-Time Equivalents (FTEs) Paid Staff Ombudsmen | | |
| 45 | | | | | Certified Volunteer Ombudsmen | | |
| 2 | | | | | Sessions of National Ombudsman Reporting System Part I, II or III training. | | |
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| **Suggested Minimum Objectives for the Under sixty (60) Program (2016-17)** | | | | | | | |
|  | | | | | | | |
| 983 hours | | | | | | Case Monitoring and Investigation | |
| 109 hours | | | | | | Community Education and In-service Training | |
| 100 | | | | | | Unduplicated Cases in Adult Residential Facilities | |
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| **Program Service Requirements** | | | | | | | |
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|  | 1. | | | Contractor agrees to provide ombudsman services in accordance with the CDA and the AAA requirements. | | | |
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|  | 2. | | | Contractor agrees to submit monthly reports that specify the number of individual referrals received and monthly reports that include multiple referrals. | | | |
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|  | 3. | | | Contractor, in accordance with policies and procedures established by the State Ombudsman, will: | | | |

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|  |  | a. | Provide services to protect the health, safety, welfare and rights of residents [OAA §712(a)(5)(B)(i)] [ 45 CRF 1327.19(a)(2)][W&I §9701(a), 9712.5(b)]; |
|  |  | b. | Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives, and timely responses to complaints and requests for assistance [OAA §712(a)(5)(B)(ii)] [45 CFR 1327.19(a)(3)] [W&I §9712.5(d)]; |
|  |  | c. | Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated the complainant shall be notified in writing the decision not to investigate and the reasons for the decision [OAA §712(a)(5)(B)(iii)] [45CFR 1327.19(a)(1)] [W&I §9701(a), 9712.5(a)]; |
|  |  | d. | Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in the long-term care facilities (W&I §15630 et. seq.); |

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|  |  | e. | Witness advance health care directives and property transfers of more than $100 for residents of skilled nursing facilities [HSC 1289] [PC 4675, PC 4700 et seq.]; |
|  |  | f. | Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Section C.15 of this contract [OAA §712(c), W&I §9716(a)]; (check C.15) |
|  |  | g. | Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents; [OAA §712(a)(5)(B)(iv)] [45 CFR 1327.19(a)(4)] [W&I §9712.5(e)] |
|  |  | h. | Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents; [OAA 712(a)(5)(B)(v)] [45 CFR 1327.19(a)(5)] [W&I §9712.5(g)(i)] |
|  |  | i. | Support the development of resident and family councils; [OAA 712(a)(5)(B)(vi)] [45 CFR 1327.19(a)(6)] [W&I 9726.1(a)(3)] |
|  |  | j. | Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA §712(a)(5)(B)(vii)] [45 CFR 1327.19(a)(7)]: |

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|  |  |  | (1) | Update, periodically, a plan for maintaining on ongoing presence in long-term care facilities [OAA §712(a)(3)(D)] [W&I Code §9712.5(d)(1)]; |
|  |  |  | (2) | Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area [W&I §9726.1(a)(1)]; |
|  |  |  | (3) | Promote visitation programs and other community involvement in long-term care facilities within the service area [W&I §9726.1(a)(2), (4)]; |
|  |  |  | (4) | Establish (in addition to support) resident, family and friends’ councils [W&I 9726.1(a)(3)]; |
|  |  |  | (5) | Present community education and training programs to long-term care facility staff, human service workers, families, and the general public about long-term care and residents’ rights [W&I §9726.1(a)(5)]; and |
|  |  |  | (6) | Refer other individuals’ complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency. [W&I §9712.5(a)(2)]. |

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|  | 4. | Provisions must be made to ensure that the Program, its employees and volunteers provide patient advocacy as their primary function. Other responsibilities such as community education, interagency coordination, in-service training, etc. are secondary to the resolution of residents' problems. The Program must be free to engage in appropriate advocacy activities including public information programs, administrative actions and to refer to and coordinate with licensing and law enforcement agencies. |
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|  | 5. | The provider must ensure that none of its sponsored programs or organizations is in conflict with the objectives and policies of the Ombudsman Program and that adequate resources will be devoted to the Ombudsman Program to ensure that its purpose will be achieved. The provider must also demonstrate interest and concern in programs for the older adults and quality of care for residents of long-term care facilities and also demonstrate experience and knowledge in this field. |
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|  | 6. | If the organization is a multi-service agency, it must ensure that an Ombudsman Advisory Council is established and meets regularly and has representation on the governing board of the approved organization; confidentiality requirements under law are met in regard to files, telephone communication and internal communication within the organization; and conflict of interest requirements are met by all persons within the organization who have administrative or policy-making responsibilities for the Ombudsman Program. |
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|  | 7. | Assurances must be made that the Ombudsman Program will establish and maintain a regular and ongoing presence of Ombudsmen in all skilled nursing facilities, intermediate care facilities and residential care facilities for the elderly. A current plan outlining this coverage shall be maintained by the Ombudsman Program. Facility files will be maintained and will include current facility profiles, citation and deficiency reports and other appropriate materials. |
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|  | 8. | The program must also ensure a twenty-four- (24) hour-a-day, seven- (7) day-per-week telephone access for information and referral through coordination with the TIES line and that all calls are responded to within four (4) hours during business hours. |
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|  | 9. | The provider must ensure that legal services are complementary to the responsibilities of the state and in the provision of legal representation to the LTCO and its approved organizations. The ensured legal services must include a MOU with senior legal assistance and may also include pro bono services and the recruitment of an attorney to the board or advisory council. |
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|  | 10. | The program shall develop a complaint management system based on current policies of the LTCO that contains at least these elements: provisions for the receipt and recording of all complaints; a logging and tracking system; provisions for timely handling and resolution; confidentiality of files; notification of progress and resolution to complainant; systematic referral and follow-up; documenting patterns, trends and special problems; and handling of TIES line referrals. |
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|  | 11. | Contractor shall develop and maintain a policy for complaint management. The policy shall incorporate the current policies of the OSLTCO and cover the following areas: |

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|  |  | a. | | | Receipt and recording of all complaints: | | | | |
|  |  | b. | | | A logging and tracking method; | | | | |
|  |  | c. | | | Timely handling and resolution of complaints; | | | | |
|  |  | d. | | | Confidentiality of files; | | | | |
|  |  | e. | | | Notification of progress and resolution to complainants; | | | | |
|  |  | f. | | | Systematic referral and follow-up; | | | | |
|  |  | g. | | | Documenting of patterns, trends, and special problems; and | | | | |
|  |  | h. | | | Handling of CRISISline referrals. | | | | |
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|  | 12. | Contractor shall assure that representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate family shall be free of actual and perceived conflicts of interest and not stand to gain financially through the following: [45 CFR 1327.21] | | | | | | | |
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|  |  | a. | | | Remuneration (in cash or in kind) received directly or indirectly under a compensation arrangement with a long-term care facility; [OAA § 712(f)] | | | | |
|  |  | b. | | | An action or potential action brought on behalf of individuals the Program serves [OAA Section §712(a)(5)(C)(ii)]. | | | | |
|  |  | c. | | | Ombudsman staff, Ombudsman volunteers, and their respective immediate families shall not have been employed by a LTC facility within 12 months prior to being certified. | | | | |
|  |  | d. | | | If there are any potential conflicts of interest of applicants for certification (e.g., former employment in a LTC facility) the Coordinator shall consult with the State Long Term Care Ombudsman (SLTCO) or his or her designee will make the final decision on certification. | | | | |
|  |  | e. | | | Ombudsman representatives shall not provide Ombudsman services in a facility where relatives or close friends currently reside or where the representative has a personal history or relationship with the LTC facility. | | | | |
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|  | 13. | Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long-term care residents between the hours of 7:00 a.m. and 10:00 p.m. seven days a week. [OAA §712(b)(1)(A)] [W&I §9722(a)] [22 CCR 8020(a)] Authorization is required by the State Ombudsman for entry outside of these hours. [W&I §9722(a)] [22 CCR 8020(b)] | | | | | | | |
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|  | 14. | Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman in accordance with policies developed by the State Ombudsman. [OAA §712(b)(1)(B)] [45 CFR 1327.11(e)(2)(iv)][W&I §9724] | | | | | | | |
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|  | 15. | Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [W&I §9722(d)] | | | | | | | |
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|  | 16. | Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA §712(h)(5)(B)] [45CFR 1327.13 (c)(3)] [Welf. & Inst. Code § 9719(a)] | | | | | | | |
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|  | 17. | All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized. [OAA §§705(a)(6)(C), 712(d)(2),[45 CFR 1327.11(e)(3); 1327.19 (b-9) and W&I §9725. | | | | | | | |
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|  | 18. | The Local Ombudsman program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or in a suit or other legal action threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA §712(h)(7)] [45 CFR 1327.13(h) (10)] [W&I §9717(c)] [Statewide Standards for Legal Assistance in California] | | | | | | | |
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|  | 19. | Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the County specific to the Ombudsman Program. [45 CFR 1327.13(f)] | | | | | | | |
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|  | 20. | The Local Ombudsman Program Coordinator shall provide the OSLTCO with an organizational chart that includes: | | | | | | | |
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|  | | a. | | | All local staff who are wholly or partly funded by Ombudsman Program resources; | | | | |
|  | | b. | | | Their title/roles within the Program; and | | | | |
|  | | c. | | | The number of hours per week charged to the Local Ombudsman Program for each position. | | | | |
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|  | 21. | The Coordinator shall inform the OSLTCO of any staffing changes. [45 CFR 1327.13(b)] | | | | | | | |
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|  | 22. | The Local Ombudsman Program Coordinator shall inform the CDA/OSLTCO of issues with local Ombudsman Representative(s), complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues. | | | | | | | |
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|  | 23. | Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunication that protect the confidentiality of all complaint-related communications and records. [OAA §705(a)(6)(C)] [45 CFR 1327.19(b)(2)(i)] [W&I §§9725, 15633(c)] | | | | | | | |
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|  | 24. | Each Local Ombudsman program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from the CDA. [OAA §712(c)] [45 CFR 1327.13 (d)] [W&I §9716(a)] | | | | | | | |
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|  | 25. | The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to investigation of resident complaints. (special insurance requirements for Ombudsman) | | | | | | | |
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|  | 26. | Ombudsman representatives are prohibited from disclosing the following, unless there is a court order or written consent from the resident or legal representative: | | | | | | | |
|  |  | a. | | | | | Information related to any complaint filed by or on behalf of a LTC resident; and | | |
|  |  | b. | | | | | Information related to the identity of any resident, patient, complainant, or witness. | | |
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|  | 27. | All persons with access to confidential files within the office must sign an oath of confidentiality using the most recent forms as issued by the OSLTCO. | | | | | | | |
|  | |  |  | | | | | | |
|  | 28. | Reporting Provisions Specific to the Ombudsman Program | | | | | | | |
|  | |  |  | | | | | | |
|  |  | Contractor shall take the following actions to enter data into the Internet-based National Ombudsman Reporting System (NORS) utilizing the OmbudsManager or other software provided by the CDA as required. NORS data entry must be timely, complete accurate, and verifiable. | | | | | | | |
|  | |  | | | | |  | | |
|  | | a. | | | | | Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter, i.e. October 31, January 31, April 30, and July 31, with copies of the aggregate data sent to the County; | | |
|  | | b. | | | | | On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the Ombudsman Program mailbox (stateomb@aging.ca.gov) with a copy to the County. | | |
|  | | c. | | | | | Due dates for data entry are as follows: | | |
|  | |  | | | | | Quarter 1 - July 1 to September 30: All data for that quarter must be entered into OmbudsManager by October 31; | | |
|  | |  | | | | | Quarter 2 - October 1 to December 31: All data for that quarter must be entered into OmbudsManager by January 31; | | |
|  | |  | | | | | Quarter 3 - January 1 to March 31: All data for that quarter must be entered into OmbudsManager by April 30; and | | |
|  | |  | | | | | Quarter 4 - April 1 to June 30: All data for that quarter must be entered into OmbudsManager by July 31. | | |
|  | |  |  | | | | | | |
|  | 29. | Background Clearance | | | | | | | |
|  | |  | |  | | | | | |
|  | | Existing and prospective Long-Term Care (LTC) Ombudsman staff and volunteers are required to be fingerprinted and to undergo background clearance prior to certification as a LTC Ombudsman (Chapter 902, Statutes of 2006). | | | | | | | |
|  | |  | |  | | | | | |
|  | | The Ombudsman Coordinator must receive a criminal background clearance from the California Department of Justice and the Federal Bureau of Investigations (FBI). | | | | | | | |
|  | |  | |  | | | | | |
|  | 30. | LTC Ombudsman representatives shall carry their Ombudsman certification cards whenever visiting facilities, and present cards to facility staff, as requested. | | | | | | | |
|  | |  | |  | | | | | |
|  | 31. | Contractor shall ensure the following minimum standards for telephone access to the local Long Term Care Ombudsman Program (LTCOP): | | | | | | | |
|  | | a. | | | | | Staff will answer phone calls in person rather than using a machine or voice mail during normal business hours except when staff is answering other telephone lines or in rare circumstances when no staff is available to answer telephones; | | |
|  | | b. | | | | | Staff will answer phones as quickly as possible, preferably during the first three rings; | | |
|  | | c. | | | | | Staff will answer phones throughout the day during the business week. | | |
|  | | d. | | | | | If necessary, breaks and lunch periods will be staggered so staff is available to answer incoming phones; | | |
|  | | e. | | | | | Voice mail messaging systems will be used only as a last resort for incoming calls to local LTCOPs; | | |
|  | | f. | | | | | Staff will return phone calls from complainants as quickly as possible: | | |
|  | |  | | | | | (1) | | Immediately, if the call is a crisis or emergency in a LTC facility; and |
|  | |  | | | | | (2) | | No later than the next business day for other calls. |
|  | |  | |  | | | | | |
|  | 32. | The OSLTCO will maintain a 24-hour, toll-free CRISISline to respond to calls from LTC facility residents and others. The CRISISline staff via the OSLTCO will transmit non-urgent messages to the appropriate local LTCOP the following business day. | | | | | | | |
|  |  |  | | | | | | | |
|  | 33. | Each Program Coordinator will designate at least one certified Ombudsman representative and preferably a back-up, to be available at all times to take after-hours referrals from CRISISline operators. | | | | | | | |
|  |  |  | | | | | | | |
|  | 34. | The Coordinator must notify the OSLTCO of any changes to the designated local Ombudsman contacts for urgent matters at least two business days prior to the change becoming effective. Notification must be by email to [stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov), with a copy to the OSLTCO assigned program analyst. | | | | | | | |
|  |  |  | | | | | | | |
|  | 35. | Contractor shall train and register LTC Ombudsman representatives in the witnessing of Advance Health Care Directives and property transfers. Witnessing services will be provided as requested for residents of skilled nursing facilities and other long-term health care facilities, respectively. | | | | | | | |
|  |  |  | | | | | | | |
|  | 36. | As resources and program priorities allow: | | | | | | | |
|  |  | a. | | | | | The local LTCOP will attend Citation Review Conferences to advocate for residents when requested; | | |
|  |  | b. | | | | | The local LTCOP will provide public information to interested persons about local LTC facilities and how to select an appropriate facility; and | | |
|  |  | c. | | | | | The local LTCOP will provide training for LTC facility staff on topics such as elder abuse, mandated reporting, and residents’ rights. Within the availability of program resources, consultation may also be provided to facility Staff. | | |
|  |  |  | | | | |  | | |
| **Obligations upon termination specific to the Ombudsman Program** | | | | | | | | | |
|  |  |  | | | | | | | |
|  | 1. | Contractor shall submit a Transition Plan to the County within 5 days from delivery of the following: | | | | | | | |
|  |  |  | | | | | | | |
|  | | a. | | | | Written notice of the Contractor’s intent to terminate Ombudsman services; | | | |
|  | | b. | | | | Written notice of the County’s intent to terminate the subcontract Ombudsman services; and | | | |
|  | | c. | | | | Written notice to the Contract of the State Termination of the contract, in whole or, from time to time, in part related to the provision of Ombudsman services. | | | |
|  | |  | | | |  | | | |
|  | 2. | The transition plan shall at a minimum include the following: | | | | | | | |
|  |  |  | | | | | | | |
|  | | a. | | | | Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program; | | | |
|  | | b. | | | | Details of how the Contractor shall notify all the impacted facilities and community referral sources of the changes in the parties providing Local ombudsman Program services; | | | |
|  | | c. | | | | Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training; | | | |
|  | | d. | | | | A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients records at the point of transfer to ensure timely continuation of Ombudsman services; and | | | |
|  | | e. | | | | A description of how residents and their families will be notified about the changes in their Ombudsman services provider. | | | |
|  | |  | | | |  | | | |
|  | 3. | Contractor shall implement the transition plan as approved by the OSLTCO. The OSLTCO will monitor the Contractor’s progress in carrying out all elements of the Transition Plan. | | | | | | | |
|  |  |  | | | | | | | |
|  | 4. | If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the OSLTCO to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating subcontractor or from a neighboring Local Ombudsman Program. | | | | | | | |

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| **Additional Assurances** | | | | |
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|  | 1. | Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services. | | |
|  |  |  | | |
|  | 2. | Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County. | | |
|  |  |  | | |
|  | 3. | Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements: [OAA § 315(b)]: | | |
|  |  |  |  | |
|  |  | a. | Means tests shall not be used by any contractor for any Title III or Title VII Services; | |
|  |  | b. | Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received; | |
|  |  | c. | Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive; | |
|  |  | d. | Each service provider will: | |
|  |  |  |  |  |
|  |  |  | (1) | Provide each recipient with an opportunity to voluntarily contribute to the cost of the service; |
|  |  |  | (2) | Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary; |
|  |  |  | (3) | Protect the privacy and confidentiality of each recipient with respect to the recipient’s contribution or lack of contribution; |
|  |  |  | (4) | Establish appropriate procedures to safeguard and account for all contributions; |
|  |  |  | (5) | Donation letters may not resemble a bill or a statement [OAA § 315(b)]; |
|  |  |  | (6) | Individual client’s donations shall not be tracked by accounts receivable [OAA § 315(b)(4)(C)]; |
|  |  |  | | |
|  | 4. | An individual’s receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors. | | |
|  |  |  | | |
|  | 5. | Data Reporting. Monthly, quarterly and annual reports of data including units of service, client counts, demographics and other data as required by Aging and Adult Services (AAS) and/or the CDA will be expected to be completed and submitted in a timely manner on required forms. | | |
|  |  |  | | |
|  | 6. | Program Changes. AAS shall be notified in writing and approve of (at least thirty (30) days in advance of implementation) any plan for change in the service resulting from the relocation of a facility, a route change or termination, reducing the number of service days and hours of operation or change in staff. | | |
|  |  |  | | |
|  | 7. | Contractor agrees to offer services throughout the twelve-month contract period, unless prior written approval is received from AAS. | | |
|  |  |  | | |
|  | 8. | Utilize appropriate verbiage in written materials (such as newsletters, menus, newspapers, websites, flyers, publications, etc.) by avoiding the use of language that implies a price or fees for service. | | |
|  |  |  | | |
|  | 9. | Contractor shall agree to distribute any needs assessment(s) or feedback surveys provided by the County. Surveys are to be returned to the County for data collection and analysis. | | |
|  |  |  | | |
|  | 10. | Contractor agrees to participate in the monitoring of the use of federal, State, and County funds. Onsite program monitoring will be conducted every two years for all programs except Title IIIC1 and Title IIIC2, which must be conducted every year. Onsite fiscal monitoring must be conducted every two years for all programs including Titles IIIC1 and C2. | | |
|  |  |  | | |
|  | 11. | Program monitoring may occur more frequently if determined by AAS as beneficial to the integrity of program requirement compliance. Contractor agrees to provide requested programmatic and administrative documentation and the availability of key staff as part of the contract monitoring process. | | |
|  |  |  | | |
|  | 12. | Ensure that all outreach materials, websites and publicity regarding the program shall attribute partial funding from the Older Americans Act and County of San Mateo. | | |

**OMBUDSMAN PROGRAM WORKPLAN GUIDELINES**

Please complete an Ombudsman Program Workplan in narrative form following the order and headings shown below.

**I. PROGRAM SERVICE DESCRIPTION**

1. Agency Background and Experience:
2. State the mission of your agency or organization and describe all current programs you provide.
3. Describe your clientele and geographic area served.
4. Indicate how long the programs have been operating and how they are funded.
5. Indicate if any of these programs are currently operating under contract with San Mateo County.
6. Service to Targeted Populations and Linguistic Access:
7. Describe your ability to serve individuals within the target populations described in the General Information section.
8. Indicate the level of funding for which you are applying based on your proposed target population and indicate the city or cities within each CSA to be served.
9. How many full time employees (FTEs) do you plan to assign to this project, if you are selected?
10. Identify languages in which clients will be able to access your services.
11. Indicate staff capacity to meet the needs of the diverse racial/ethnic groups within your community.
12. Proposed Service/Ability to Meet Program Requirements:
13. Summarize your proposed service model providing detail about how it will function and meet the requirements of the program.
14. Describe how you will ensure that patient advocacy will be the primary function of staff and volunteers.
15. List any items that you cannot provide and how you will meet the requirements.
16. Provide information on any other pertinent services, if any, that you will offer that will reduce costs for the County.
17. Facility Site:
18. Describe the location and size of the facility, equipment available and accessibility of the building.
19. Describe the safeguards which will be used to ensure the participants' safety related to exits, outdoor space, storage areas, glass patio doors, stairs or steps, passenger loading zones, kitchen and bathroom safety.
20. Describe emergency evacuation plans.
21. List name and address of each location, capacity at each, days and hours of operation and anticipated daily attendance.
22. Coordination:
23. Identify and detail how you will work with other agencies providing similar services or serving the same population
24. Describe your procedure for documenting referrals to and/or utilization of other community-based services that support participants and their families.
25. Customer Service:
26. How will your services meet the needs of County customers and/or the public?
27. In the event of a routine problem, who is to be contacted within your organization?
28. In the event of the identification of a problem by the County, its clients/patients, and /or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.
29. Outreach:

1) Describe your outreach plan, particularly to clients who may be monolingual isolated, and/or unaware of your services. Include how you plan to work with key agencies/organizations that could refer clients to your program.

2) Activities may include, but are not limited to presentations to appropriate groups in the community, printed flyers and brochures about program offerings, and information sharing with other service providers

1. Documentation: Describe your procedure for documenting contact and follow-up inquiries to your program.

**II**. **PROGRAM MANAGEMENT AND PLANNING**

1. Staffing/Volunteers:
2. Provide an organization chart for your agency.
3. Detail your staffing plan and include job descriptions and licenses (if applicable) for key personnel and volunteers.
4. Describe your use of trained volunteers.
5. Indicate the responsible person(s) for managing the day-to-day operations including the completion of the Client Intake forms, daily service delivery aspects of the program and the weekly and monthly program reporting requirements.
6. Describe how you will meet the staffing requirements when there are vacancies, illnesses or other personnel difficulties.
7. If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a resume or curriculum vitae (CV) for each such individual if the resume/CV includes all the requested information.
8. Data Reporting:
9. Describe how your agency will capture and report required program data.
10. Describe how your agency protects client level data (e.g. encryption, etc.)
11. Describe how your agency will meet the due date for program reports, (10th of the month following the month of service).
12. Verify your agency’s ability to utilize the National Ombudsman Reporting System (NORS). <https://aoa.acl.gov/AoA_Programs/Elder_Rights/Ombudsman/NORS.aspx>
13. Training:
14. Describe staff training on-site and at other locations that address issues of concern to program participants (e.g. emergency preparedness and/or food safety and sanitation).
15. Include who will conduct trainings, how often they will occur, proposed topics and frequency of staff training or continuing education opportunities.

D. Contingency Plans:

1) Describe your contingency plans in the event that the full amount you are requesting from AAS is not received.

2) Describe potential sources of funding, short-term and long-term, for the program and any fund raising capabilities.

E. Emergency Preparedness Plans: Describe your Emergency Operations Plan.

F. Program Evaluation/Consumer Satisfaction:

1) Describe your method(s) for evaluating your program’s performance including the distribution of customer feedback surveys which will be provided by County and returned to the County for data collection and analysis.

2) Describe how you will collect information from your clients about their perception of your program and its effectiveness.

3) Describe your Quality Improvement Plan.

1. Cultural Competence:

Describe how your agency/program will ensure cultural competence. This may include culturally relevant program features, staffing objectives that reflect cultural and linguistic diversity and education materials that value the cultural diversity of San Mateo County.

H. Collaborative Service Planning:

1) Describe your involvement in the planning and development of a community-wide system of services.

2) Give an example of a program in which you collaborated with other agencies to enhance the service-delivery system for seniors and people with disabilities.

3) Identify any County committees or coalitions in which you have been involved.

1. Contributions/Project Income**:**
2. Define your agency's project income policies and procedures on setting the suggested client contribution level and guest meal cost; protecting the voluntary, anonymous contributions of your clients; handling the daily income from clients and guests; and contingency plans for securing additional revenue if proposed income level is not achieved.
3. Describe how you would use any income in excess of budgeted amount.
4. State the current average per meal contribution for this program if you are currently a congregate provider.
5. Insurance: Agency must provide documentation of current malpractice insurance coverage.
6. Claims, Licensure, Non-Discrimination, and Health Insurance Portability and Accountability Act (HIPAA) Violations Against Your Organization:

List any current licensure, HIPAA, non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.

1. References:

List at least three business references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.

**III. FISCAL – Refer to the Fiscal /Budget Standards**

1. Fiscal Staff:
2. Define the fiscal staffing positions that will be responsible for this program. Include job description(s).
3. Describe your record-keeping and fiscal management systems in detail.

B. Budget forms: Complete and submit all budget forms located in the Enclosures section VI of the Request for Proposals.

C. Financial Statement:

1) Attach an audited financial statement completed within the last twelve months.

2) If an audited financial statement is not available, include alternative audit procedures you will use.

1. Cost Analysis and Budget for Primary Services:
2. Provide a detailed explanation for all costs associated with your providing the requested services if you are selected.
3. Provide a completed budget for your proposed program. Instructions and budget form is found in Enclosures Section VI.

# E. Match:

# 1) The Ombudsman Programs do not require a match.

**IV. STATEMENT OF COMPLIANCE WITH COUNTY CONTRACTUAL REQUIREMENTS**

A sample of the County’s standard contract (Including Exhibits A and B) is attached to this RFP. Each proposal must include a statement of the proposer’s commitment and ability to comply with each of the terms of the County’s standard contract, including but not limited to the following:

1. The County non-discrimination policy
2. The County equal employment opportunity requirements
3. County requirements regarding employee benefits
4. The County jury service pay ordinance
5. The hold harmless provision
6. County insurance requirement
7. The County Living Wage Ordinance
8. All other provisions of the standard contract.

In addition, the proposer should include a statement that it will agree to have any disputes regarding the contract venued in San Mateo County or Northern District of California.

The proposal must state any objections to any terms in the County’s contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, the County will assume the proposer is prepared to sign the County standard contract template as-is.

**NOTE**: The sample Standard Contract Template enclosed with this RFP is a template and does not constitute the final agreement to be prepared for the selected service provider. Do not insert any information or attempt to complete the enclosed sample contract template. Once a provider is selected, the County will work with the selected provider to draft a provider-specific contract using the template. However, each proposal should address the general terms of the standard contract as requested within this RFP.