

APPENDIX B (STATEMENT OF WORK)

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1.0 SCOPE OF WORK

1.1 Long-Term Care Ombudsman Program Overview

- 1.1.1 The Long-Term Care Ombudsman Program (LTCOP) was established by the Older Americans Act (OAA) and Older Californians Act (OCA) for the primary purpose of investigating and resolving complaints made by or on behalf of Clients of Long-Term Care facilities (LTC Facilities or Facilities). These Facilities include the following:
- 1.1.1.1 Skilled Nursing Facilities: These Facilities provide 24-hour skilled nursing care, related services, or rehabilitative services on an extended basis for injured, disabled, or sick individuals.
 - 1.1.1.2 Distinct Part Facilities: These Facilities provide skilled nursing and rehabilitative services on a 24-hour basis for individuals in an acute hospital setting for a short time, generally a maximum of three (3) weeks.
 - 1.1.1.3 Residential Care Facilities for the Elderly: These Facilities provide non-medical care and supervision for individuals sixty (60) years of age or older who may need assistance with activities of daily living (ADLs).
 - 1.1.1.4 Intermediate Care Facilities: These Facilities provide in-patient care to ambulatory or non-ambulatory patients who have recurring need for skilled nursing supervision and need supportive care but do not require availability of continuous skilled nursing care.
 - 1.1.1.5 Other adult care Facilities similar to those included in this Statement of Work.
- 1.1.2 The intent of LTCOP is to advocate for the rights of Clients residing in LTC Facilities, to work to resolve Clients' problems with care, and to bring about changes at the local, State, and national levels to ultimately improve care for all Facility residents. LTCOP also promotes policies and practices needed to protect and improve the quality of care and life of Clients in LTC Facilities and educate consumers (including Clients, their family members, and friends) and providers about Client rights and good care practices. A primary goal of LTCOP is to use Volunteers and Volunteer programs to assist and advocate for the dignity, quality-of-life, and quality-of-care for Clients

in LTC Facilities.

1.2 LTCOP Statutes and Guidelines

1.2.1 Subrecipient shall provide LTCOP Services as described within this Statement of Work and the terms of the Subaward in accordance with the following Program statutes and guidelines:

1.2.1.1 Older Americans Act reauthorized (OAA) (Title 42 United States Code Sections 3001-3058), which includes the following Program-specific regulations:

1.2.1.1.1 OAA Title III (Grants for State and Community Programs on Aging) Part B (Supportive Services and Senior Centers)

1.2.1.1.2 OAA Title VII (Allotments for Vulnerable Elder Rights Protection Activities) Subtitle A (State Provisions) Chapter 2 (Ombudsman Programs)

1.2.1.1.3 OAA Title VII (Allotments for Vulnerable Elder Rights Protection Activities) Subtitle A (State Provisions) Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation)

1.2.1.2 Title 22 California Code of Regulations Section 7000 et seq.

1.2.1.3 Title 45 Code of Federal Regulations Section 1321 et seq.

1.2.1.4 Mello-Granlund Older Californians Act California Welfare and Institutions Code Section 9000 et seq. (OCA)

1.2.1.5 Long-Term Care, Health, Safety, and Security Act of 1973 (California Health and Safety Code Section 1417 et seq.), which authorizes the Long-Term Care Facility Citation Penalty Account – Special Deposit Fund

1.2.1.6 Medical Long-Term Care Reimbursement Act (California Welfare and Institutions Code Section 14126 et seq.), which authorizes the Skilled Nursing Facility Quality and Accountability Fund

- 1.2.1.7 California Department of Aging (CDA) Program Memoranda
- 1.2.1.8 County Program Memoranda, Directives, letters, notices, e-mails, and other communications pertaining to Program Services, operations, funding, budgeting, and the like
- 1.2.1.9 Services approved by County as reflected in Appendix A (Sample Subaward), Exhibit X1 (Mandated Program Services for LTCOP OAA Title III B), Exhibit X2 (Mandated Program Services for LTCOP OAA Title VII A Chapter 2), Exhibit X3 (Mandated Program Services for LTCOP OAA Title VII A Chapter 3), Exhibit X4 (Mandated Program Services for LTCOP State General Funds Title III B), Exhibit X5 (Mandated Program Services for LTCOP LTC Citation Penalty Account-Special Deposit Fund), Exhibit X6 (Mandated Program Services for LTCOP Public Health Licensing and Certification Program), and Exhibit X7 (Mandated Program Services for LTCOP Skilled Nursing Facility Quality and Accountability Fund)

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 Services must be provided in Los Angeles County geographic areas, excluding the City of Los Angeles. Prior to modifying or terminating a site, or revising hours of Service provision, and before commencing such Services at any other location, Subrecipient shall obtain written consent from County. All changes must be made in accordance with Appendix A (Sample Subaward), Subparagraph 8.1 (Amendments), as applicable.
- 2.2 Subrecipient shall submit a written request to County's Program Manager a minimum of thirty (30) days prior to the date that Subrecipient intends to relocate its office or site location(s). Subrecipient shall ensure that site locations are open to any eligible individuals, are located in areas where there are demonstrated needs or documented demands for Services, or where a needs assessment or survey has been conducted. County shall provide a written response within ten (10) business days of receipt of the notification of site relocations. Subrecipient shall not open a new site or close any existing site prior to receiving County's written approval. In the event that relocation of Subrecipient's office or site location(s) is due to an emergency (defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services)

that would prevent Subrecipient from submitting a written request to County's Program Manager thirty (30) days in advance, Subrecipient shall request County's approval immediately upon occurrence of such emergency.

2.3 Subrecipient shall provide the identity of each designated Community Focal Point as specified in OAA Section 102 (a)(21) and Title 42 United States Code Section 3026(a)(3)(A)) as directed by County's Program Manager. Subrecipient shall identify or update the designated Community Focal Point site locations, as needed. A complete list of Community Focal Points is provided in Attachment 3 (Community Focal Points).

2.4 Specific Work requirements as stated in Section 10.0 (Specific Work Requirements) and Work hours shall not be modified or terminated throughout the entire Subaward term. Should an emergency arise, Subrecipient's request for Service or Work hour modifications will be reviewed by County's Program Manger on a case-by-case basis.

3.0 QUALITY CONTROL

3.1 Subrecipient shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of Service throughout the term of the Subaward. The Quality Control Plan shall be submitted to County's Compliance Manager for review every six (6) months or more frequently as imposed by County. The plan shall include, but is not limited to, the following:

3.1.1 Method of monitoring to ensure that Subaward requirements are being met.

3.1.2 A record of all inspections conducted by Subrecipient, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.

4.0 QUALITY ASSURANCE PLAN

4.1 County will evaluate Subrecipient's performance under the Subaward using the quality assurance procedures as defined in Appendix A (Sample Subaward), Subparagraph 8.15 (County's Quality Assurance Plan).

4.2 Meetings

4.2.1 Subrecipient shall attend all meetings scheduled by County or authorized designee. Subrecipient shall ensure that, at a minimum, Subrecipient's designated Employee represents Subrecipient at each meeting. Mandatory meetings may be held at a County facility,

at another site, or online (e.g., WebEx). Subrecipient shall be given three (3) to five (5) days advance notice of all scheduled meetings with County. Subrecipient may also be required to attend emergency meetings without the above stated advance notice when necessary. County will document attendance for in-person and online meetings.

4.2.2 Subrecipient Staff, including paid Employees and Volunteers, shall regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be scheduled by County. At Subrecipient's own expense, Subrecipient may elect to attend meetings outside of Los Angeles County that Subrecipient reasonably deems to be beneficial for the delivery of Client Services, as well as other meetings designated by County.

4.2.3 Subrecipient's failure to attend all mandatory meetings (in-person and online) shall be considered non-compliance with the Subaward, and may result in further action pursuant to Appendix A (Sample Subaward), Subparagraph 9.13 (Probation and Suspension), Appendix A (Sample Subaward), Subparagraph 9.18 (Remedies for Non-Compliance), this Statement of Work, Attachment 1 (Performance Requirements Summary Chart), and any other applicable remedies.

4.3 Subaward Discrepancy Report

4.3.1 Subrecipient shall immediately notify County's Compliance Manager whenever a Subaward discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon in writing by County and Subrecipient.

4.3.2 County's Compliance Manager will determine whether a formal Subaward discrepancy report shall be issued. Upon receipt of this report, Subrecipient shall respond in writing to County's Compliance Manager within the timeframe designated by County, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the report shall be submitted to County's Compliance Manager as prescribed by County.

4.4 County Observations

4.4.1 In addition to County's contracting staff, other County personnel, State representatives, and Federal representatives may observe the performance/activities and review documents relevant to the

Subaward at any time during normal business hours which are defined as five (5) days per week (Monday through Friday), eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., not including County recognized holidays. A list of County recognized holidays is provided in Attachment 2 (County Recognized Holidays). However, these personnel may not unreasonably interfere with Subrecipient's performance.

4.5 County's Needs Assessment

4.5.1 County shall conduct a needs assessment of underserved communities within six (6) months after the commencement of the Subaward to determine whether the needs of Clients are being met.

5.0 DEFINITIONS

5.1 For a listing of definitions for this Program, refer to Appendix A (Sample Subaward), Exhibit P (Definitions).

6.0 RESPONSIBILITIES

6.1 County's Personnel

6.1.1 County will administer the Subaward according to Appendix A (Sample Subaward), Paragraph 6.0 (Administration of Subaward – County). Specific duties will include:

6.1.1.1 Monitoring Subrecipient's performance in the daily operation of the Subaward.

6.1.1.2 Providing direction to Subrecipient in areas relating to policy, information, and procedural requirements.

6.1.1.3 Preparing Amendments in accordance with Appendix A (Sample Subaward), Subparagraph 8.1 (Amendments).

6.2 Intentionally Omitted

6.3 Subrecipient's Project Manager (Local Ombudsman Coordinator)

6.3.1 Minimum Requirements for Project Manager

6.3.1.1 Subrecipient shall provide a full-time (defined as working forty (40) hours each week, dedicating 100% of the individual's time on the Program, and reported as such on the Budget(s) for this position) Project Manager. County must have access to Project

Manager during normal business hours. Subrecipient shall provide a telephone number and e-mail address where Project Manager may be reached on an eight (8) hours per day basis.

6.3.1.2 Project Manager shall have full authority to act for Subrecipient on all matters relating to the daily operation of the Subaward.

6.3.2 Responsibilities of the Project Manager shall minimally include the following:

6.3.2.1 Planning, organizing, and directing all administrative and LTCOP Work in accordance with Appendix A (Sample Subaward), including the management of daily LTCOP operations.

6.3.2.2 Ensuring that Clients have regular, timely access to Ombudsman Representatives, and receive timely responses to complaints and requests for assistance.

6.3.2.3 Recruiting, training, and supervising all Ombudsman Representatives.

6.3.2.4 Acting as the liaison between County, Subrecipient, and Office of the State Long-Term Care Ombudsman (OSLTCO) for all purposes related to Appendix A (Sample Subaward) and LTCOP.

6.3.2.5 Developing and/or participating in the establishment and preparation of the LTCOP budget; and, implementing and monitoring the budget for all LTCOP activities.

6.3.2.6 Assisting in the development of Resident Councils and Family Councils as described in Subsection 10.2.5 (Resident Council Development and Support/Family Council Development and Support).

6.3.2.7 Facilitating the ability of the public to comment on laws, regulations, policies, and actions.

6.3.2.8 Attending a minimum of two (2) State-mandated trainings and meetings annually, as required by OSLTCO. Fdjlajflda;

6.3.3 **Minimum Required Education, Experience, and Qualifications**

6.3.3.1 **Education:** The individual must possess, at a minimum, a Bachelor's degree from an accredited college/university in the social or health services field.

6.3.3.2 **Experience:** The individual must have a minimum of five (5) years' professional experience (obtained within the past ten (10) years) that includes any of the following:

6.3.3.2.1 Experience in management or leadership in community programs/organizations.

6.3.3.2.2 Knowledge and experience in the field of gerontology and aging programs.

6.3.3.2.3 Experience providing services to older individuals.

6.3.3.2.4 Knowledge and experience in the field of long-term care.

6.3.3.2.5 Experience in management and supervision of Volunteer programs.

6.3.3.2.6 Knowledge of laws and regulations in the area of LTC Facilities.

6.3.3.3 **Qualifications**

6.3.3.3.1 Individual shall have the ability to effectively speak, read, and write fluently in English.

6.3.3.3.2 Individual shall have and maintain current State certification as an Ombudsman Representative as defined in Subsection 6.4.6 (State Certification of Ombudsman Representative).

6.3.3.3.3 Individual may not have been employed by any LTC Facility within the three (3) year period immediately preceding his/her appointment; and, neither the individual nor any immediate member of his/her family may have or have had

within the past three (3) years, any pecuniary interest in LTC Facilities.

6.3.4 Subrecipient shall immediately notify County's Program Manager and OSLTCO of any significant personnel change/any anticipated change in the Project Manager's position, including the name of the individual, work schedule, etc. If for any reason the position should become vacant, Subrecipient shall immediately fill the position with a temporary replacement and shall fill the position with a permanent person within thirty (30) days. Such notice to County shall be given in accordance with Appendix A (Sample Subaward), Subparagraph 8.34 (Notices) and such notice to OSLTCO shall be given as follows:

6.3.4.1 Notice shall be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, or return receipt requested, provided that Subrecipient retains receipt, and shall be communicated as of actual receipt.

6.3.4.2 Notices shall be addressed to: California Department of Aging, Office of the State Long-Term Care Ombudsman, 1300 National Drive, Suite 200, Sacramento, California 95834-1992.

6.4 Subrecipient's Personnel

6.4.1 Subrecipient shall assign a sufficient number of qualified Staff with the appropriate education, licensure, and experience noted below to perform the required Work and carry out the requirements of LTCOP. Staff must be capable of establishing effective communication with Clients as well as other Area Agency on Aging (AAA) network providers. The total number of Staff shall be based on the method and level of Services provided and the size of the Service area served by Subrecipient. Subrecipient shall always have at least one (1) Employee on site who speaks and understands English and has the authority to act on behalf of Subrecipient in every detail during normal business hours.

6.4.2 Subrecipient shall be required to conduct a background check on its Employees as set forth in Appendix A (Sample Subaward), Subparagraph 7.5 (Background and Security Investigations). Subrecipient shall also be required to conduct a background check on any Volunteer that has direct contact with Client and has access to Client's personal information and/or case file.

6.4.3 Subrecipient shall operate continuously throughout the entire term of the Subaward with at least the minimum number of Staff set forth herein, as well as any other applicable staffing requirements of County necessary for Subrecipient to provide Program Services hereunder. Such Staff shall meet all qualifications reflected in Appendix A (Sample Subaward), as well as those provided by County through Subaward Amendments, Directives, Change Notices, Program Memorandums, etc.

6.4.4 Subrecipient shall ensure that its Staff is available to all Clients, potential Clients, referral sources, as well as County at a minimum during normal business hours. Subrecipient shall also ensure that personal telephone contact with Subrecipient's Staff is available to Clients, potential Clients, referral sources, and County at a minimum during normal business hours. Subrecipient shall further ensure that each Subrecipient office location has a telephone answering service/voice mail system in place during non-business hours. Subrecipient's Staff shall respond to calls and messages as provided in Subsection 7.4 (Telephone Calls).

6.4.5 Subrecipient shall maintain written job descriptions on file for the Project Manager, Employee and Volunteer Ombudsman Representatives, and any other positions. Job descriptions should include minimum qualifications, tasks, and responsibilities.

6.4.6 **State Certification of Ombudsman Representative**

6.4.6.1 Ombudsman Representative shall obtain and continually maintain current certification as an Ombudsman Representative in accordance with the requirements outlined in this Subsection 6.4.6.

6.4.6.2 **Required Training:** Complete thirty-six (36) classroom hours of required certification training provided by Subrecipient using the curriculum developed by OSLTCO for certifying Ombudsman Representatives. Subrecipient shall obtain the curriculum from OSLTCO. The training provides instruction related to Federal, State, and local laws, regulations and policies, with respect to LTC Facilities in the State of California, investigative techniques, and other matters as OSLTCO determines to be appropriate.

6.4.6.3 **Internship:** Complete an internship with an

experienced Ombudsman Representative upon completion of the thirty-six (36) hour certification training.

6.4.6.4 **New Coordinator Training:** Complete the New Coordinator Training provided by OSLTCO when initially designated as Local Ombudsman Coordinator and attend OSLTCO's biannual training conferences (Project Manager only).

6.4.6.5 **Recertification:** Complete twelve (12) hours of continuing education each year as required by Welfare and Institutions Code Section 9719 (a)(B)(2) for recertification as an Ombudsman Representative.

6.4.7 **Criminal Background Clearance**

6.4.7.1 Project Manager and Staff shall undergo criminal background clearance from the California Department of Justice and the Federal Bureau of Investigation (FBI) and fingerprinting as a prerequisite for certification as an Ombudsman Representative. Project Manager and Staff shall not commence LTCOP Services or any Work activities until clearance or a criminal record exemption has been obtained and authorized by the State Department of Social Services.

6.4.7.2 Subrecipient shall adhere to all requirements imposed by County, State, and Federal agencies for completing the background clearance process for Ombudsman Representatives, including those in Appendix A (Sample Subaward), Subparagraph 7.5 (Background and Security Investigations) and this Subsection 6.4.7. Subrecipient shall complete the following documents, which shall be obtained from and submitted to OSLTCO:

6.4.7.2.1 Criminal Record Statement

6.4.7.2.2 Requirement for Criminal Background Clearance

6.4.7.2.3 Request for Live Scan Service

6.4.7.2.4 Ombudsman Fingerprint Reporting Form

6.4.7.2.5 Application for Ombudsman Certification

6.4.7.2.6 Request for Certification of Ombudsman Representatives

6.4.7.3 Subrecipient shall not permit an inactive Ombudsman Representative to perform LTCOP Services under the Subaward and shall request decertification from OSLTCO within five (5) business days after the individual leaves the Program. To proceed with decertification, Subrecipient shall complete the following document, which shall be obtained from and submitted to OSLTCO: Decertification of Ombudsman Representatives.

6.4.8 **Confidentiality and Security of LTCOP Data**

6.4.8.1 Subrecipient shall have written procedures to protect the confidentiality and privacy of Client information collected for LTCOP purposes in accordance with all applicable laws, including Title 22 California Code of Regulations Section 7500(b). This includes, but is not limited to, written procedures that assure that interviews, investigations, office space, telecommunications, and e-mails protect the confidentiality of Client and all complaint-related communications and records.

6.4.8.2 Subrecipient shall not require Client to disclose information about Client's income or resources as a condition for providing LTCOP Services. Subrecipient may ask about Client's financial circumstance if it is part of the process of providing legal advice, counseling, and representation, or for the purpose of identifying additional resources and benefits for which Client may be eligible.

6.4.8.3 As noted in Appendix A (Sample Subaward), Subparagraph 9.17 (Information Technology, Security and Privacy Requirements), Subrecipient shall encrypt any data collected that is confidential, sensitive, or personal including data stored on portable computing devices (including, but not limited to, laptops, personal digital assistants, and notebook computers), and/or portable electronic storage media (including, but not

limited to, discs, thumb drives, flash drives, and portable hard drives).

6.4.8.4 Subrecipient shall require its Staff who have access to confidential files or any other confidential information within the office to sign confidentiality forms prepared and executed consistent with Appendix A (Sample Subaward), Subparagraph 7.6 (Confidentiality). Such forms shall be maintained on file in accordance with the record retention policies outlined in Appendix A (Sample Subaward), Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

6.4.8.5 Complaint information collected and maintained by Subrecipient, including the identity of Client, shall only be disclosed at the discretion of Subrecipient with documentation of one (1) of the following:

6.4.8.5.1 Written consent of Client or his/her legal representative as appointed by the court.

6.4.8.5.2 Oral consent of Client, documented by Ombudsman Representative at the same time it is granted by the consenter.

6.4.8.5.3 When disclosure is ordered by the court.

6.4.8.6 Subrecipient's Staff shall complete the Security Awareness Training as described in Subsection 6.7.8 (Security Awareness Training).

6.4.9 Multicultural and Multilingual Capabilities of Subrecipient Staff

6.4.9.1 Subrecipient must be committed and sensitive to the delivery of LTCOP Services that are culturally and linguistically appropriate. To that end, Subrecipient must seek to hire qualified Employees who are multilingual and/or multicultural in order to better reflect the communities served.

6.4.9.2 Subrecipient and its Staff are expected to develop cultural competency and cross-cultural clinical practice skills. Subrecipient must also develop effective linkages with various ethnic, health, and social service agencies for the benefit of Clients to reflect the ethnic and cultural needs of the community being served.

6.4.9.3 To the extent feasible, Subrecipient shall provide Services in the primary/native language of Client or in areas where a significant number of Clients do not speak English as their primary language. Subrecipient shall make efforts to employ individuals and recruit Volunteers who are bilingual or who are fluent in the dominant languages of the community. Subrecipient shall not require any Client to provide his/her own interpreter.

6.4.10 Ombudsman Representative – Employee and Volunteer

6.4.10.1 Minimum Requirements for Ombudsman Representative

6.4.10.1.1 Subrecipient shall have full-time (defined as working forty (40) hours each week, dedicating 100% of the individual's time on the Program, and reported as such on the Budget(s) for this position) State-certified Ombudsman Representatives consisting of Employees and Volunteers.

6.4.10.2 Responsibilities of the Ombudsman Representative shall minimally include the following:

6.4.10.2.1 Identifying, investigating, and resolving complaints made by or on behalf of Client using standards of confidentiality that protect the complainant's identity and information in accordance with Appendix A (Sample Subaward), Subparagraph 7.6 (Confidentiality), and this Statement of Work, Subsection 6.4.8 (Confidentiality and Security of LTCOP Data).

6.4.10.2.2 Ensuring that Clients have regular, timely access to Ombudsman Representatives and receive timely responses to complaints and requests for assistance.

6.4.10.2.3 Witnessing the execution of advance health care directives as well as property transfers for property with a value of one-

hundred dollars (\$100) or more on behalf of Client.

- 6.4.10.2.4 Attending meetings for Client's care planning when invited by Client or family/friends acting on behalf of Client.
- 6.4.10.2.5 Representing the interests of Clients before governmental agencies and seeking administrative, legal, and other remedies to protect Clients.
- 6.4.10.2.6 Analyzing, commenting on, and recommending changes in laws and regulations pertaining to the health, safety, welfare, and rights of Clients.
- 6.4.10.2.7 Educating and informing consumers and the general public regarding issues and concerns related to long-term care and facilitating public comment on laws, regulations, policies, and actions.
- 6.4.10.2.8 Assisting in the development of Resident Councils and Family Councils. Attending Resident Council and Family Council meetings when invited by either Council.
- 6.4.10.2.9 Attending regular meetings conducted by Subrecipient on a weekly basis and/or by OSLTCO to provide current training and to disseminate information.

6.4.10.3 **Minimum Required Education, Experience, and Qualifications**

- 6.4.10.3.1 Individual shall have and maintain current State certification as an Ombudsman Representative as defined in Subsection 6.4.6 (State Certification of Ombudsman Representative).
- 6.4.10.3.2 Individual shall demonstrate effective verbal and written communication and analytical skills.

6.4.10.3.3 **Subrecipient's Employee Ombudsman Representative:** In addition to satisfying the requirements noted in Subsections 6.4.10.3.1 thru 6.4.10.3.2, this individual shall have a minimum of two (2) years' experience (obtained within the past ten (10) years) in any of the following areas:

6.4.10.3.3.1 Gerontology, long-term care, or other relevant social services or health services programs.

6.4.10.3.3.2 The legal system and the legislative process.

6.4.10.3.3.3 Dispute or problem resolution techniques, including investigation, mediation, and negotiation.

6.4.10.3.3.4 Another area that's directly related to the LTCOP Services being provided.

6.4.10.3.4 **Subrecipient's Volunteer Ombudsman Representative:** In addition to satisfying the requirements noted in Subsections 6.4.10.3.1 thru 6.4.10.3.2, this individual shall minimally have the following:

6.4.10.3.4.1 An interest and commitment to providing LTCOP Services to older individuals.

6.4.10.3.4.2 The ability to make a commitment of time to serve as an Ombudsman Representative to advocate on behalf of Client.

6.4.11 **Other Program Staff**

6.4.11.1 **Minimum Requirements for Other Program Staff**

6.4.11.1.1 Subrecipient shall retain other Program Staff who are qualified and sufficient in number to adequately deliver LTCOP Services. This shall include both Employees and Volunteers that Project Manager deems necessary to conduct LTCOP operations.

6.4.11.2 **Responsibilities of Program Staff shall minimally include the following:**

6.4.11.2.1 Adhering to the policies and provisions of County, State, and Federal LTCOP requirements.

6.4.11.3 **Minimum Required Education, Experience, and Qualifications**

6.4.11.3.1 Program Staff shall be capable of establishing effective communication with Clients and their family and friends.

6.4.12 **Volunteers**

6.4.12.1 Subrecipient shall recruit, train, and use Volunteers in any phase of Program operations where the individual is qualified. Volunteers must be appropriately trained and qualified for the responsibilities assigned prior to beginning those responsibilities.

6.4.12.2 Volunteers shall be the sole responsibility of Subrecipient and shall report to the Project Manager or to another Employee of Subrecipient as designated by Project Manager (if applicable).

6.4.12.3 Subrecipient shall conduct a background check on any Volunteer that has direct contact with Client and has access to Client's personal information and/or case file.

6.5 **Identification Badges**

6.5.1 Subrecipient shall ensure that its Staff are appropriately identified as set forth in Appendix A (Sample Subaward), Subparagraph 7.4

(Subrecipient's Staff Identification).

- 6.5.2 Ombudsman Representative shall carry the Ombudsman certification card whenever visiting Facilities and present it to Facility staff as requested.

6.6 Materials and Equipment

- 6.6.1 The purchase of all materials/equipment to provide the needed Services is the responsibility of Subrecipient. Subrecipient shall adhere to the requirements for purchasing, inventorying, and disposing of material and equipment obtained under the Subaward as outlined herein and in Appendix A (Sample Subaward), Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies). Subrecipient must obtain County approval in writing prior to the purchase of any equipment or vehicles purchased with Subaward Sums as described in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).
- 6.6.2 Subrecipient shall use materials and equipment that are safe for use by Staff and safe for the environment.
- 6.6.3 All fixed and non-fixed assets shall be assigned to a manager or supervisor at the location where the assets are stored.
- 6.6.4 Subrecipient shall contact County's Program Manager regarding the appropriate procedure to follow before disposing of equipment or vehicles purchased with Subaward Sums. Subrecipient must obtain County approval prior to the disposal of any equipment or vehicles purchased with Subaward Sums.

6.7 Training

- 6.7.1 Subrecipient shall provide training programs for all new Staff and continue in-Service training for all existing Staff. Training shall include, but is not limited to, the provision of an orientation to all new Staff. Subrecipient shall ensure that Staff, both existing and new, are properly trained in all areas related to providing LTCOP Services. Specific requirements for training Ombudsman Representatives are outlined in Subsection 6.4.6 (State Certification of Ombudsman Representative).
- 6.7.2 All Staff shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All Staff must wear safety and protective gear according to

Occupational Health and Safety Administration (OSHA) standards.

- 6.7.3 Subrecipient shall implement an annual internal Staff training plan. The written training plan shall be maintained on file by Subrecipient, and shall identify who is to be trained, who will conduct the training, training content, and dates scheduled. Training sessions conducted by Subrecipient shall be evaluated by those receiving the training.
- 6.7.4 Subrecipient shall maintain written documentation of all training including: agendas, topics, training materials, training evaluations, and attendance records/sign-in sheets, which include both the name and signature of attendees. Subrecipient shall make training records available for inspection by County upon request.
- 6.7.5 Subrecipient shall attend all mandatory trainings scheduled by County or authorized designee. Subrecipient shall ensure that, at a minimum, Subrecipient's designated Employee represents Subrecipient at each training session. Mandatory trainings may be held at a County facility, at another site, or online (e.g., WebEx). Subrecipient shall be given three (3) to five (5) days advance notice of all scheduled trainings with County. Subrecipient may also be required to attend emergency trainings without the above stated advance notice when necessary. County will document attendance for in-person and online trainings.
- 6.7.6 At Subrecipient's own expense, Subrecipient may elect to attend educational training opportunities outside of Los Angeles County that Subrecipient reasonably deems to be beneficial for the delivery of Client Services, as well as other trainings designated by County.
- 6.7.7 Subrecipient's failure to attend all mandatory trainings (in-person and online) shall be considered non-compliance with the Subaward, and may result in further action pursuant to Appendix A (Sample Subaward), Subparagraph 9.13 (Probation and Suspension), Appendix A (Sample Subaward), Subparagraph 9.18 (Remedies for Non-Compliance), this Statement of Work, Attachment 1 (Performance Requirements Summary Chart), and any other applicable remedies.
- 6.7.8 **Security Awareness Training**
- 6.7.8.1 Subrecipient shall ensure that Staff who handle confidential, sensitive, or personal identifying information relating to LTCOP complete the Security Awareness Training module, which is available online

at www.aging.ca.gov, within thirty (30) days of the start date of the Subaward or within thirty (30) days of the start date of any new Staff who work under the Subaward.

6.7.8.2 Subrecipient shall maintain certificates of completion for the Security Awareness Training on file and shall provide them upon request by County or State representatives.

6.8 Subrecipient's Office(s)

6.8.1 Subrecipient shall maintain a physical office in Los Angeles County where Subrecipient conducts business. Subrecipient's office shall have an active telephone line. The office shall be open at a minimum during normal business hours, and shall be staffed by at least one (1) Employee who can respond to inquiries and complaints which may be received about Subrecipient's performance under the Subaward. When the office is closed during non-business hours, Subrecipient shall utilize an answering service to receive calls. Subrecipient shall respond to calls received by the answering service within forty-eight (48) hours of receipt of the call. Subrecipient shall always have an Employee with the authority to act on behalf of Subrecipient available during normal business hours.

6.8.2 Subrecipient shall publicly display the days and hours of operation for the provision of contracted Services at all Subrecipient office locations/sites. Subrecipient shall ensure that availability for Services is appropriate for the demographics associated with the Service area (site or office location).

6.8.3 Subrecipient shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Subrecipient shall comply with the Americans with Disabilities Act of 1990, as amended.

6.8.4 Subrecipient shall ensure that all site locations are maintained to prevent the entrance and harborage of animals, birds, and vermin, including but not limited to, rodents and insects. Subrecipient shall

utilize the services of a certified/licensed pest control company to fumigate the premises and perform pest control services on an as-needed basis.

6.9 Client Eligibility Criteria

6.9.1 Subrecipient shall ensure that Clients are eligible to receive Services based on the eligibility criteria outlined herein. The United States Department of Health and Human Services Administration for Community Living (ACL) determines the criteria for LTCOP eligibility. The criteria are based on the current OAA guidelines. The guidelines may be enhanced based on California State regulations and Los Angeles County policies. Unless otherwise expressly indicated in the Subaward or by Federal, State, or local law. Subrecipient shall only provide LTCOP Services to Clients of LTC Facilities.

6.9.2 A person is eligible to be a Client and receive LTCOP Services if he/she resides in a LTC Facility and meets one (1) of the two (2) eligibility criteria listed below:

6.9.2.1 Senior Client: An older individual who is sixty (60) years of age or older, regardless of his/her socio-economic status, and resides in a LTC Facility (i.e., skilled nursing facilities, distinct part skilled nursing facilities, residential care facilities for the elderly, intermediate care facilities, and other adult care facilities similar to these facilities) located in Los Angeles County (excluding the City of Los Angeles).

6.9.2.2 Non-Senior Client: An individual who is under sixty (60) years of age and meets both of the following conditions:

6.9.2.2.1 A majority of the residents of the Facility, located in Los Angeles County (excluding the City of Los Angeles), where the younger individual resides are over the age of sixty (60) years.

6.9.2.2.2 LTCOP Services provided to the younger individual will not weaken or decrease LTCOP Services provided to older individuals covered by the OAA (policy of the Office of Elder Rights Protection, Administration for Community Living

(ACL), April 16, 2012).

- 6.9.3 Subrecipient shall ensure that in providing LTCOP Services to Clients, Subrecipient shall address the underserved populations of older individuals with greatest economic/social needs such as older individuals living in rural locations, older individuals in minority populations, or low-income older individuals.

6.10 Collaborations

- 6.10.1 Subrecipient must collaborate with County and City of Los Angeles network of AAA providers and other similar community organizations, Adult Protective Services agencies, law enforcement agencies, and legal services providers (as stated in this Statement of Work, Subsection 6.11 (Memorandum of Understanding with Legal Services Provider)) in order to ensure comprehensive and coordinated Service delivery and to prevent unnecessary duplication of Services. Subrecipient is encouraged to share vital assessment information with other agencies providing Services to Client in the home. However, in sharing information with other agencies, Subrecipient must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.
- 6.10.2 Subrecipient shall develop linkages with other community-based long-term care service providers, particularly those that see Clients at home.
- 6.10.3 Subrecipient shall establish procedures to protect all Client information consistent with the terms of Appendix A (Sample Subaward), any amendments thereto and all applicable laws, and shall not disclose Client information without written consent from County and Client.

6.11 Memorandum of Understanding with Legal Services Provider

- 6.11.1 Within thirty (30) days of the commencement of the Subaward, Subrecipient shall enter into a memorandum of understanding (MOU) with the AAA contracted Legal Services Provider (LSP), which is County's Traditional Legal Assistance Program Subrecipient. The MOU will address conflicts of interest of all types, the provision of legal advice, procedures for referral, and other technical assistance. In the event that the AAA contracted LSP is not able to provide all of the required legal elements for LTCOP, Subrecipient may also enter into the MOU with any other LSP, which

shall be pre-approved by County's Program Manager.

- 6.11.2 The LSP shall work with Subrecipient and provide advice and legal counsel to Clients. Subrecipient may use alternate arrangements to obtain legal assistance in addition to its MOU with the AAA contracted LSP. These alternate arrangements may include, but are not limited to, pro bono legal services provided to Clients.
- 6.11.3 The LSP may assist CDA in providing legal representation when an Ombudsman Representative has been subpoenaed as a witness in a suit or when other legal action is threatened or brought in connection with the performance of the official duties of the Ombudsman Representative.
- 6.11.4 In collaborating with the LSP, Subrecipient shall maintain the confidentiality of all Client files consistent with all applicable laws, as well as Appendix A (Sample Subaward), Subparagraph 7.6 (Confidentiality) and this Statement of Work, Subsection 6.4.8 (Confidentiality and Security of LTCOP Data).

6.12 Community Outreach

- 6.12.1 Subrecipient shall provide Community Outreach, which is defined as actively providing and disseminating Program information (e.g., long-term care and advocacy information) to the public on available Services for potential Clients. Subrecipient shall also market the LTCOP Services to all ethnic groups in each Supervisorial District in which the Services are being provided by Subrecipient. All materials must be presented in a culturally sensitive manner by Subrecipient.
- 6.12.2 Subrecipient shall ensure that information and assistance on Services are provided to all populations including, but not limited to, homeless, veterans, and Lesbian-Gay-Bisexual-Transgender individuals.

6.13 Customer Satisfaction Surveys

- 6.13.1 Subrecipient shall conduct ongoing Customer Satisfaction Surveys with Clients. Subrecipient shall retain a copy of all surveys on file and shall make these surveys available to County for review. The results of the surveys will be used by Subrecipient to make quality improvements in Services provided to all Clients. Subrecipient may be asked by County to comply with and develop other outcome measures.

7.0 HOURS/DAYS OF WORK

- 7.1 Subrecipient shall provide LTCOP Services at a minimum during normal business hours. Subrecipient's Staff shall be available to all Clients, potential Clients, and referral sources, as well as County representatives at a minimum during normal business hours. A list of County recognized holidays is provided in Attachment 2 (County Recognized Holidays).
- 7.2 For any site closure, disruption of Services for any non-County recognized holidays (i.e., vacations, city shut-downs, religious holidays, etc.), or any deviation from the traditional Monday through Friday schedule of Services, days, or times, Subrecipient shall submit a written request to County's Program Manager at least ten (10) business days in advance of the closure/deviation date. This request shall state the date and reason for the closure/deviation and shall provide an action plan to ensure that delivery of Services is not disrupted. The request and action plan must be approved by County's Program Manager in writing prior to its implementation.
- 7.3 Subrecipient's LTCOP sites shall be closed on County recognized holidays (i.e., Subrecipient is not required to provide Services on County recognized holidays). When Subrecipient elects to provide Services on such holidays, County shall not reimburse Subrecipient for delivery of Service (except when Subrecipient has received prior written approval from County's Program Manager to operate on such days).

7.4 Telephone Calls

7.4.1 Subrecipient's Staff shall provide personal telephone contact with Clients, potential Clients, and County during normal business hours.

7.4.2 Answering Incoming Phone Calls

7.4.2.1 Staff shall answer phone calls in-person throughout the day during normal business hours each week rather than using a telephone answering service/voicemail system. Staff shall answer calls as quickly as possible, preferably within the first three (3) rings. Subrecipient shall only use a telephone answering service/voicemail system during normal business hours as a last resort to answer phone calls under the following conditions:

7.4.2.1.1 When Staff is answering other phone calls.

7.4.2.1.2 In rare circumstances when no Staff is available to answer the telephones.

- 7.4.3 If necessary, Subrecipient shall stagger Staff breaks and lunch periods to ensure that Staff are available to answer phone calls during normal business hours.
- 7.4.4 Subrecipient shall provide telephone coverage using only Staff (including Ombudsman Representatives) who have been trained in the confidentiality requirements as provided in Appendix A (Sample Subaward), Subparagraph 7.6 (Confidentiality) and in this Statement of Work. Staff Ombudsman Representatives may assist Clients using the training techniques provided by Subrecipient and OSLTCO. When answering calls, Subrecipient shall ensure that its Staff who are not Ombudsman Representatives shall only obtain the following information from Clients: Client's name; phone number; and, general description of Client's complaint (to determine immediacy of Client's need).
- 7.4.5 In the event that a call results in Client leaving a message, Subrecipient shall adhere to the following provisions:
- 7.4.5.1 During normal business hours, Subrecipient shall respond to Client within two (2) hours from the time the message is left.
- 7.4.5.2 During non-business hours, Subrecipient shall utilize its telephone answering service/voicemail system to capture all phone calls received. Subrecipient shall provide an outgoing message on its telephone answering service/voicemail system directing callers to the OSLTCO's 24-hour hotline, CRISISline, for assistance during Subrecipient's non-business hours. When Subrecipient is unable to directly serve Client, Subrecipient shall adhere to the procedures outlined in Subsection 6.10 (Collaborations).

8.0 WORK SCHEDULES

- 8.1 Subrecipient shall submit a Work schedule for each site to County's Program Manager for review and approval within fourteen (14) days prior to starting Work. Said Work schedules shall be set on an annual calendar identifying all the required on-going specific tasks and task frequencies.
- 8.2 Subrecipient shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to County's Program Manager for review and approval within fourteen (14) business days prior to the scheduled time for Work.

8.3 County may request, at its sole discretion, a deviation from the regular Work schedule to address site/task demands.

9.0 UNSCHEDULED WORK

9.1 County's Program Manager or his/her designee may authorize Subrecipient to perform unscheduled Work, including, but not limited to, repairs and replacements when the need for such Work arises out of extraordinary incidents such as vandalism, acts of nature, and third party negligence; or to add to, modify or refurbish existing facilities. In the event of an emergency, at its sole discretion, County may request that Subrecipient provide Services beyond normal business hours.

9.2 Prior to performing any unscheduled Work, Subrecipient shall prepare and submit a written description of the Work with an estimate of labor and materials. If the unscheduled Work exceeds Subrecipient's estimate, County's Program Manager or his/her designee must approve the excess cost. In any case, no unscheduled Work shall commence without County's prior written authorization.

9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Subrecipient shall contact County's Program Manager for approval before beginning the Work. A written estimate shall be sent within twenty-four (24) hours for approval. Subrecipient shall submit an invoice to County's Contract Manager within five (5) business days after completion of the Work.

9.4 All unscheduled Work shall commence on the established specified date. Subrecipient shall proceed diligently to complete said Work within the time allotted.

9.5 County reserves the right to perform unscheduled Work itself or assign the Work to another Subrecipient.

10.0 SPECIFIC WORK REQUIREMENTS

10.1 The specific Work requirements outlined herein establish the tasks and standards for the provision of LTCOP Services under Appendix A (Sample Subaward). The task is defined as the Service or benefit provided to Client, which meets the LTCOP guidelines. Subrecipient shall fulfill all of the tasks outlined below, in accordance with the requirements outlined in this Statement of Work, and payment to Subrecipient shall be based upon meeting these requirements.

10.2 Core Ombudsman Services

10.2.1 Subrecipient shall use OAA Title III B (Supportive Services and

Senior Centers Program Authorized), OAA Title VII A Chapter 2 (Ombudsman Programs), and State General Funds Title III B (Ombudsman Programs) funding to provide the tasks described in this Subsection 10.2.

10.2.2 Resident-Level Advocacy – Complaint Resolution

10.2.2.1 Subrecipient shall receive, identify, investigate, and resolve complaints made by or on behalf of Client that relate to the action, inaction, or decisions adversely affecting the health, safety, welfare, or rights of a Client and shall be consistent with the policies and procedures established by OSLTCO. Said complaints include, but are not limited to, any of the following situations:

10.2.2.1.1 Abuse of Client, including physical, sexual, fiduciary, emotional, verbal and/or psychological abuse.

10.2.2.1.2 Financial abuse of Client including exploitation, mishandling of Client's accounts/property, theft, etc.

10.2.2.1.3 Failure to administer medication to Client in a manner consistent with Client's physician's orders.

10.2.2.1.4 Client does not receive adequate care, nutritionally balanced meals, or fluids in a manner consistent with Client's plan of care (which is developed by a team consisting of Client, his/her family or legal representative, Client's physician and Facility staff).

10.2.2.1.5 Client's rights are violated.

10.2.2.1.6 Client's calls or requests for assistance from Facility staff are not addressed.

10.2.2.1.7 Client is abandoned, isolated, or neglected.

10.2.2.1.8 Client has conflicts with the Facility caretakers or other residents.

10.2.2.2 **Complaint Management System**

10.2.2.2.1 Subrecipient shall develop and maintain a system that will allow Subrecipient to track, monitor, and organize complaints, the resolution of complaints, and other problems associated with LTC Facilities. This Complaint Management System shall be a written operating procedural manual outlining how complaints are received, assigned to Ombudsman Representatives, tracked, followed-up, and resolved. At a minimum, the Complaint Management System should include the following elements:

10.2.2.2.1.1 A mechanism for receiving, recording, logging, and tracking data pertaining to complaints, the resolution of complaints, and conditions in LTC Facilities.

10.2.2.2.1.2 An ability to monitor notification of progress and resolution to complaints.

10.2.2.2.1.3 The ability to promptly provide the status of the resolution, and a means to ensure timely handling and resolution of all complaints.

10.2.2.2.1.4 The ability to maintain the confidentiality of all Client files consistent with all applicable laws, as well as Appendix A (Sample Subaward), Subparagraph 7.6 (Confidentiality) and this Statement of Work, Subsection 6.4.8 (Confidentiality and Security of LTCOP Data).

10.2.2.2.1.5 A process for providing referrals and follow-up to Facility residents in response to complaints.

10.2.2.2.1.6 The ability to document patterns, trends, and special problems related to the investigation and resolution of complaints.

10.2.2.2.1.7 A process to track and follow-up on referrals made to CRISISline.

10.2.2.3 National Ombudsman Reporting System (NORS)

10.2.2.3.1 Subrecipient shall utilize NORS to enter LTCOP data that is timely, complete, accurate, and verifiable.

10.2.2.3.2 Subrecipient shall complete LTCOP data entry for quarterly NORS reports no later than one (1) month following the end of the reporting quarter (see chart below) and annual LTCOP data entry using NORS by August 31. Subrecipient shall provide copies of aggregate quarterly and annual data to County's Program Manager by the same due dates.

Quarter	Reporting Period	Due Date
Q1	Jul 1 – Sep 30	October 31
Q2	Oct 1 – Dec 31	January 31
Q3	Jan 1 – Mar 31	April 30
Q4	Apr 1 – Jun 30	July 31

10.2.2.3.3 On or before the reporting due dates, Subrecipient shall submit a Quarterly Ombudsman Data Reporting Form (OSLTCO S301) to OSLTCO along with a copy to County's Program Manager using OSLTCO's e-mail address: stateomb@aging.ca.gov. Subrecipient shall indicate whether the data for that

quarter has been completed or provide the reason for any delay.

10.2.2.3.4 Subrecipient shall report data specific to Services provided using OAA Title VII A Chapter 3 (Programs for the Prevention of Elder Abuse, Neglect, and Exploitation) funds by completing the Elder Abuse Prevention Quarterly Activity Report (CDA 1037, obtained from CDA's website). The report shall be submitted to OSLTCO along with a copy to County's Program Manager using OSLTCO's e-mail address: stateomb@aging.ca.gov by the due dates noted in the chart below. Subrecipient shall enter the quarterly aggregate number of "Elder Abuse Prevention, Education and Training Sessions" and "Elder Abuse Prevention Educational Materials" into the State's California Aging Report System (CARS) on a quarterly basis. Subrecipient shall enter the total number of "Elder Abuse Prevention, Education and Training Sessions" and "Elder Abuse Prevention Educational Materials" from the Elder Abuse Prevention Quarterly Activity Report into CARS.

Quarter	Reporting Period	Due Date
Q1	Jul 1 – Sep 30	October 31
Q2	Oct 1 – Dec 31	January 31
Q3	Jan 1 – Mar 31	April 30
Q4	Apr 1 – Jun 30	July 31

10.2.2.4 Subrecipient shall not impose restrictions on the type of complaints made by Client. Subrecipient shall document all complaints received from Client or Client's representative(s). In the event that Client makes a complaint about matters which are outside the purview of the long-term care setting (for example, a complaint about the need for additional Social Security

benefits), Subrecipient shall assist Client in the following manner:

10.2.2.4.1 Refer Client to the appropriate agency, organization or entity which is better equipped to assist Client (such as Federal, State, or Local government agencies, community based organizations, etc.).

10.2.2.4.2 Coordinate the efforts to connect Client with another agency, organization, or entity which is better equipped to address Client's matters.

10.2.2.4.3 Follow-up with Client to ensure that the connection or referral is appropriate to meet Client's needs.

10.2.2.4.4 Any other appropriate action which substantiates that Subrecipient has exercised due diligence.

10.2.2.5 In the event Subrecipient believes that Client's non-long-term care related complaint is unreasonable, Subrecipient shall promptly consult with OSLTCO to determine the best options for handling the complaint. Subrecipient shall not be required to make unreasonable efforts to assist Client in resolving the complaint.

10.2.3 Resident-Level Advocacy – Information and Consultation to Individuals

10.2.3.1 Subrecipient shall provide general information to persons expressing interest about local Facilities and how to select an appropriate Facility.

10.2.3.2 Subrecipient shall consult with Client during the complaint investigation process to determine Client's needs and determine the appropriate remedies that are available to assist Client.

10.2.3.3 Subrecipient shall provide information to Clients on Client rights.

10.2.4 Facility Monitoring/Coverage, LTC Facility Consultation and Training, and Establishment of an On-going Presence

10.2.4.1 Facility Monitoring/Coverage

10.2.4.1.1 Subrecipient shall conduct unannounced, on-site Monitoring Visits of LTC Facilities. For purposes of this Statement of Work, the Monitoring Visit is an activity performed by Subrecipient visiting the LTC Facility and reviewing, observing and assessing the LTC Facility. Subrecipient shall conduct these on-site Monitoring Visits on a quarterly basis or more frequently during each 12-month Fiscal Year term of the Subaward period or as often as required by OSLTCO.

10.2.4.1.2 Subrecipient shall use LTCOP requirements that are described in this Statement of Work, and consult with OSLTCO to determine how well the Facility is achieving the standards. Subrecipient shall work with the Facilities that are deficient in the care and services provided to Clients to implement recommendations. If a visit is conducted as part of establishing on-going presence (separate from the monitoring process) and a deficiency is discovered, Subrecipient shall document the deficiency and request the Facility to adhere to Subrecipient's recommendation. If the Facility fails to comply with the provisions of the recommendations, Subrecipient shall report these deficiencies to the State licensing agency that is responsible for oversight of the Facility.

10.2.4.1.3 Subrecipient shall use State licensing agency regulation to observe, review, and recommend best practices used by

other Facilities.

10.2.4.2 LTC Facility Consultation and Training

10.2.4.2.1 Subrecipient shall provide training and consultation for LTC Facility staff on topics such as elder abuse, mandated reporting, and Client rights, etc.

10.2.4.2.2 Subrecipient shall maintain the confidentiality of all complaint data consistent with all applicable laws as well as Appendix A (Sample Subaward), Subparagraph 7.6 (Confidentiality) and this Statement of Work, Subsection 6.4.8 (Confidentiality and Security of LTCOP Data).

10.2.4.2.3 Subrecipient shall communicate best practices to LTC Facilities so that the Facility can incorporate these best practices into its current procedures.

10.2.4.2.4 Utilizing information gathered through its Complaint Management System, Subrecipient shall provide information and assistance relating to LTCOP Services to LTC Facilities. Subrecipient shall maintain current files of Facility profiles, citation/deficiency reports, and other appropriate materials for use by LTCOP and as a basis for informing the public.

10.2.4.3 Establishment of an On-Going Presence

10.2.4.3.1 Subrecipient shall maintain a frequent, consistent, and timely on-site presence in LTC Facilities, and shall ensure that Clients have regular and timely access to Ombudsman Representatives. Maintaining an on-going presence in the LTC Facilities is a separate activity Subrecipient shall perform in addition to its obligation to respond to and

investigate individual complaints pursuant to Subsection 10.2.2 (Resident-Level Advocacy – Complaint Resolution). Subrecipient shall maintain the confidentiality of Client's information consistent with all applicable laws as well as Appendix A (Sample Subaward), Subparagraph 7.6 (Confidentiality) and this Statement of Work, Subsection 6.4.8 (Confidentiality and Security of LTCOP Data). Subrecipient shall provide timely responses to complaints and requests for assistance received from either Client or the family/friends of Client.

10.2.4.3.2 Subrecipient shall maintain a current, written Facility coverage plan that documents its visitation/presence in these Facilities. The Facility coverage plan shall also describe how Subrecipient will use its resources to maintain the on-site presence of Ombudsman Representatives in LTC Facilities in Los Angeles County (excluding the City of Los Angeles). The Facility coverage plan shall be used by Subrecipient to ensure that its Ombudsman Representatives establish a presence in these Facilities, which is accomplished through consistent on-site visitations performed by Ombudsman Representatives.

10.2.4.3.3 During each on-site visit Subrecipient shall confirm that the Ombudsman poster displaying Subrecipient's phone number and the State's CRISISline number is posted in a conspicuous location that is accessible to all Facility residents (both Clients and non-Client residents), visitors, and Facility staff.

10.2.5 Resident Council Development and Support/Family Council Development and Support

10.2.5.1 Subrecipient shall assist Client and Client's family and friends in developing an active Resident Council and Family Council, as necessary. Resident Council is defined as an independent group comprised of residents living in LTC Facilities, organized to act on behalf of all residents on issues affecting resident care and life in the Facility. Family Council is defined as an independent, organized group consisting primarily of the residents' family members and friends acting in concert on behalf of the LTC Facility residents.

10.2.5.2 Subrecipient shall attend Resident Council and Family Council meetings upon receiving an invitation from either Council.

10.2.5.3 Subrecipient shall provide technical assistance to both the Resident Council and Family Council, which may involve any form of the following activities:

10.2.5.3.1 Informing Clients and Client's family and friends on the rights of the Clients and the Councils as it pertains to the long-term care setting.

10.2.5.3.2 Informing Councils on the availability of community resources related to long-term care services.

10.2.5.3.3 Providing information based on data collected under the Complaint Management System, which includes, but is not limited to, complaints, resolution of complaints, reports on Facility deficiency, poor and best Facility practices, and any other information that empowers the Councils. Subrecipient shall maintain the confidentiality of all complaint data consistent with all applicable laws as well as Appendix A (Sample Subaward), Subparagraph 7.6 (Confidentiality) and this Statement of Work, Subsection 6.4.8 (Confidentiality

and Security of LTCOP Data).

10.2.5.3.4 Providing other assistance which enables these Councils to be proactive in advocating for Client rights.

10.2.5.4 Subrecipient shall train and involve these Councils in advocating for Clients in the long-term care setting.

10.2.6 Advance Health Care Directive and Property Transfer Witnessing

10.2.6.1 Subrecipient shall witness the execution of Client's advance health care directive prepared and executed pursuant to California Probate Code Sections 4673 – 4675. An advance health care directive may include either an individual health care instruction or a power of attorney for health care.

10.2.6.2 Subrecipient shall witness property transfers between Client and a second party (which includes, but is not limited to any owner, employee, agent, or consultant of a long-term health care facility, as defined in the California Health and Safety Code Section 1418, or member of his or her immediate family, or representative of a public agency or organization operating within the long-term health care facility with State, County, or city authority, or member of his or her immediate family) with a fair market value of more than \$100 on behalf of Client pursuant to California Health and Safety Code Section 1289 (a) – (e).

10.2.6.3 Subrecipient may question Client and others as appropriate in confidence, about the transaction as part of the witnessing process.

10.2.6.4 Subrecipient shall submit written comments pertaining to the transaction into the health care records of Client. Subrecipient may document the property transfer by using the California Association of Health Facilities form (or similar document such as Client's medical records) when witnessing property transactions.

10.2.6.5 Subrecipient shall review and sign the transfer instrument (i.e., sales contract or deed instrument) as a witness and follow policies and procedures

established by OSLTCO.

- 10.2.6.6 Subrecipient shall train its Ombudsman Representatives using the State's two-hour curriculum and shall register its Ombudsman Representatives with OSLTCO to provide these witnessing services.

10.2.7 **Systems-Level Advocacy**

- 10.2.7.1 Subrecipient shall advocate for the needs of Clients at the State and Federal levels. This level of advocacy shall include tracking, reviewing and, as necessary, commenting and making recommendations on any existing or proposed laws, regulations, and policies affecting LTCOP and its Clients. To this end, Subrecipient shall endeavor to be instrumental in influencing public policy for changes that improve Client's quality of life and quality of care.
- 10.2.7.2 Subrecipient shall represent the interests of Client before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of Client.
- 10.2.7.3 Subrecipient shall facilitate the ability of the public to comment on laws, regulations, policies, and actions pertaining to long-term care.

10.2.8 **Referrals**

- 10.2.8.1 If Subrecipient cannot provide immediate assistance to Client, Subrecipient shall:
 - 10.2.8.1.1 First, obtain consent from Client or Client's representative.
 - 10.2.8.1.2 Second, refer Client to the local offices of the Department of Social Services through its Community Care Licensing division, the Department of Public Health (DPH) through its Licensing and Certification Program, the Department of Justice (DOJ) through its Bureau of Medi-Cal Fraud and Elder Abuse, local law enforcement and/or the local Adult Protective Services provider.

10.2.8.2 Subrecipient shall refer complaints and concerns from non-Senior Client residents of LTC Facilities to the appropriate government agency, other aging network organizations or community based agencies in the event that such individuals are ineligible to receive LTCOP Services.

10.2.9 OSLTCO Supplemental Activities

10.2.9.1 Subrecipient shall perform other activities deemed appropriate by OSLTCO.

10.3 Elder Abuse Prevention Program Services

10.3.1 Subrecipient shall use OAA Title VII A Chapter 3 (Programs for the Prevention of Elder Abuse, Neglect, and Exploitation) funding to provide the tasks described in this Subsection 10.3.

10.3.2 Public Education Sessions

10.3.2.1 Subrecipient shall provide education sessions and outreach for the general public on the identification, prevention and treatment of elder abuse, neglect, and exploitation.

10.3.2.2 Subrecipient shall outreach to the public and provide education to promote financial literacy and provide methods to prevent identity theft and financial exploitation of older individuals.

10.3.2.3 Subrecipient shall present community education, training programs, and technical assistance to LTC Facility staff, human service workers (i.e., service providers such as case managers, social workers, nurses, residential counselors, drug abuse counselors, etc. who hold professional and paraprofessional jobs in diverse settings including, but not limited to, the long-term care setting, social service agencies, mental health facilities, group homes, etc.), family caregivers, and the general public about long-term care and Client rights.

10.3.2.4 Subrecipient shall provide information about the resources that are available to help select a LTC Facility.

10.3.3 Training Sessions for Professionals

10.3.3.1 Subrecipient shall provide training sessions for professionals (including service providers, nurses and social workers) 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.

10.3.3.2 Subrecipient shall conduct 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 OSLTCO or County to be appropriate.

10.3.3.3 Subrecipient shall provide technical assistance, which includes but is not limited to, instruction and training to programs that provide or have the potential to provide LTCOP Services or other services for victims of elder abuse, neglect, and exploitation and for family members/friends of the victims.

10.3.4 Training Sessions for Caregivers Served by OAA Title III E

10.3.4.1 Subrecipient shall conduct training sessions for caregivers who are receiving services under OAA Title III E on the identification, prevention, and treatment of elder abuse, neglect, and exploitation with particular focus on prevention and enhancement of self-determination and autonomy.

10.3.5 Development of Coordinated System to Respond to Elder Abuse

10.3.5.1 Subrecipient shall develop a coordinated system to respond to elder abuse. To this end, Subrecipient shall coordinate its LTCOP Services with services instituted pursuant to the State's Adult Protective Services program, State and local law enforcement systems, courts of competent jurisdiction, and Mental Health Services, and shall participate in multi-disciplinary team.

10.3.5.2 Subrecipient shall advocate for the development of

data systems. This shall include elder abuse reporting systems and the collection of information to quantify the extent of elder abuse, neglect, and exploitation in the Service area.

10.3.5.3 Subrecipient shall analyze information obtained from local Adult Protective Services programs and LTCOP Services as it relates to elder abuse, neglect, and exploitation. Subrecipient shall use this information to identify unmet Service, enforcement, or intervention needs.

10.3.6 Distribution of Educational Materials

10.3.6.1 Subrecipient shall distribute educational materials to the general public, professionals, and caregivers to help identify, prevent, and treat elder abuse, neglect, and exploitation.

10.3.6.2 Educational materials may include resources that have been developed by other entities.

10.3.7 Development of Educational Products

10.3.7.1 Subrecipient shall develop educational products including, but not limited to, brochures, curriculum, DVDs, etc., to help in the identification, prevention, and treatment of elder abuse, neglect, and exploitation.

10.4 Supplemental LTCOP Services

10.4.1 Subrecipient shall use Long-Term Care Facility Citation Penalty Account – Special Deposit Fund (SDF), Public Health Licensing and Certification Program (Public Health Licensing), and Skilled Nursing Facility Quality and Accountability Fund (SNFQA) funding to provide the tasks described in this Subsection 10.4.

10.4.1.1 Subrecipient shall allocate 50% of the funding for SDF, Public Health Licensing, and SNFQA to provide the tasks identified in this Statement of Work, Subsections 10.4.2 (Staff Recruitment/Retention) and 10.4.3 (Staff Training).

10.4.1.2 Subrecipient shall request prior approval from County's Program Manager in order to allocate any amount other than 50% of its SDF, Public Health Licensing, and

SNFQA funds for the tasks identified in this Statement of Work, Subsections 10.4.2 (Staff Recruitment/Retention) and 10.4.3 (Staff Training) (e.g., if Subrecipient determines that it is unable to fully expend 50% of the SDF allocation for the tasks identified in this Statement of Work, Subsections 10.4.2 (Staff Recruitment/Retention) and 10.4.3 (Staff Training), Subrecipient may request a Program modification from County). Such request shall be made pursuant to Appendix A (Sample Subaward), Subparagraph 9.9 (Modifications).

10.4.2 Staff Recruitment/Retention

- 10.4.2.1 For each Fiscal Year that County exercises its option to extend the Subaward term, Subrecipient shall increase its number of Ombudsman Representatives by five percent (5%), subject to an increase in available funding, and shall provide a sufficient number of qualified Staff with the appropriate education, licensure, and experience to carry out the requirements of the Program. To this end, Subrecipient shall recruit additional Staff to serve as Ombudsman Representatives. Subrecipient shall recruit Ombudsman Representatives to adjust for attrition and to maintain the agreed-upon performance levels in the most current Area Plan Service Unit Plans. These Ombudsman Representatives will carry out the objectives of LTCOP and provide Services to Clients.
- 10.4.2.2 Subrecipient shall ensure that all Ombudsman Representatives meet the requirements for obtaining background clearance from the California Department of Justice and the Federal Bureau of Investigation (FBI) and fingerprinting as a prerequisite for certification as an Ombudsman Representative as prescribed in Subsection 6.4.6 (State Certification of Ombudsman Representative). Subrecipient may use SDF funds to defray the costs of fingerprinting.
- 10.4.2.3 Subrecipient shall maintain a core group of well-trained Volunteer Ombudsman Representatives and shall conduct Volunteer recognition activities in order to retain Volunteer Ombudsman Representatives.

10.4.3 Staff Training

10.4.3.1 Subrecipient shall provide on-going training and technical assistance to Ombudsman Representatives.

10.4.3.2 Subrecipient shall ensure that its Ombudsman Representatives receive State certification by completing the required 36-hour training program (required to obtain initial certification) and completing the annual twelve (12) hours of continuing education (required to retain State certification). Please refer to Subsection 6.4.6 (State Certification of Ombudsman Representative).

10.4.4 Augmentation of LTCOP Services

10.4.4.1 In addition to the tasks described in this Subsection 10.4, Subrecipient may use 50% of the total SDF, Public Health Licensing, and SNFQA allocations for activities which support the overall LTCOP objectives with County's Program Manager's prior approval. To this end, Subrecipient may use the SDF, Public Health Licensing, and SNFQA allocations to augment any of the LTCOP tasks identified in this Statement of Work, Subsections 10.2 (Core Ombudsman Program Services) and 10.3 (Elder Abuse Prevention Program Services). Subrecipient shall request a Program modification (pursuant to Appendix A (Sample Subaward), Subparagraph 9.9 (Modifications)) from County in order to effect such changes.

11.0 PERFORMANCE REQUIREMENTS SUMMARY

11.1 All listings of Services and requirements reflected in Attachment 1 (Performance Requirements Summary Chart) are intended to be completely consistent with Appendix A (Sample Subaward) and this Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of Subrecipient beyond that defined in Appendix A (Sample Subaward) and this Statement of Work. In any case of apparent inconsistency between Services and requirements as stated in Appendix A (Sample Subaward), this Statement of Work, and Attachment 1 (Performance Requirements Summary Chart), the meaning apparent in Appendix A (Sample Subaward) and this Statement of Work will prevail. If Subrecipient initiates a request for a review and as a result, County determines any Service seems to be created in Attachment 1 (Performance Requirements Summary Chart) which is not clearly and

forthrightly set forth in Appendix A (Sample Subaward) and this Statement of Work then that apparent Service will be null and void and place no requirement on Subrecipient.

12.0 GREEN INITIATIVES

- 12.1 Subrecipient shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 12.2 Subrecipient shall purchase products that minimize environmental impacts, toxins, pollution, and hazards to worker and community safety to the greatest extent practicable.
- 12.3 Subrecipient shall purchase, to the extent possible, reusable and durable goods, biodegradable single-use products, products that include recycled content, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.
- 12.4 Subrecipient shall support strong recycling markets, reduce materials that are put into landfills, and increase the use and availability of environmentally preferable products that protect the environment.
- 12.5 To the extent practicable, Subrecipient shall not use cleaning or disinfecting products (i.e., for janitorial use) that contain carcinogens, mutagens, or teratogens. These include chemicals listed by the United States Environmental Protection Agency or the National Institute for Occupational Safety and Health on the Topics Release Inventory and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.
- 12.6 Subrecipient shall notify County’s Program Manager of Subrecipient’s new green initiatives seven (7) days prior to the commencement of Subaward.