

Additional Provisions: Exhibit E

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III, TITLE VII, AND COMMUNITY-BASED SERVICES PROGRAMS

- A. General Assurances. The Contractor shall assure that the following conditions are met:
1. 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.
 2. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received.
 3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive.
 4. Donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive service.
 5. The Contractor shall participate in the preparation and implementation of a disaster plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during man-made, or natural disasters such as earthquakes or floods. This plan shall be coordinated with the overall County Office of Emergency Services Plan and shall conform to any statewide requirements issued by the Stanislaus County Area Agency on Aging (AAA), the California Department of Aging (CDA), or any other appropriate federal agency.
- B. Assurances Specific to the Ombudsman Program:

The Contractor shall assure the following:

1. Representatives of the Ombudsman Program and members of their immediate family shall be free of conflicts of interest and not stand to gain financially through the following:
 - 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 712(a)(5)(C)(ii)].
2. Representatives of the Ombudsman Program shall have access to long-term care facility residents and their medical and social records, with documentation of consent in accordance to section (3)(a), between the

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hours of 7:00 a.m. and 10:00 p.m. seven days a week [OAA 712(b)(1); WIC 9722 and 9724; CCR 8020(a)]. Authorization is required by the State Ombudsman for entry outside of these hours and for access to resident records when a legal guardian refuses to give permission and there is reason to believe the guardian is not acting in the best interests of the resident [OAA 712(b)(1)(B)(ii); WIC 9724(c and d); CCR 8020(b)].

3. Representatives of the Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification [OAA 712(h)(5)(B)].
4. Complaint information collected and maintained by the Ombudsman Program, including the identity of the complainant or resident, shall only be disclosed [OAA 712(d); WIC 9725]:
 - a. At the discretion of the Ombudsman Program [OAA 712(d)(2)(A); and
 - b. With documentation of one of the following:
 - i. Written consent of the complainant or resident, or his or her legal representative as appointed by the court [OAA 712(d)(2)(B)(i)];
 - ii. Oral consent of the complainant or resident, documented by the State Certified Ombudsman Representative at the same time it is granted by the consenter [OAA 712(d)(2)(B)(ii)]; or
 - iii. Disclosure is ordered by the court [OAA 712(d)(2)(B)(iii)].
5. The Ombudsman Program shall enter into a memorandum of understanding 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); WIC 9717(c); Statewide Standards for Legal Assistance in California].
6. Each Ombudsman Program shall maintain a separate budget. The Local Ombudsman Coordinator shall be responsible for managing the day-to-day operation of the Program, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program.

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7. Representatives of the Ombudsman Program shall conduct interviews / investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA 705(a)(6)(C), WIC 9725, WIC 25633(b)(2)(B)].
 8. Each 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 AAA. [OAA 712(C); WIC 9716].
- C. Assurances Specific to Legal Service Providers (LSPs) in accordance with OAA 731.

The Contractor shall assure that the following conditions are met:

1. LSPs will coordinate with state-designated providers of Long-Term Care Ombudsman services by developing and executing a memorandum of understanding which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the state in providing legal representation to the ombudsman program when an ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, LTC ombudsman, HICAP, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
7. LSPs are to coordinate legal assistance activities with the statewide Hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.

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8. LSPs are to use the Uniform Reporting System developed by the Department in December 2007 to collect data on legal services provided.
9. Waiver of this section of the contract may be obtained from the Department pursuant to Exhibit D, Article XV., of this Agreement entitled, "Revisions, Waivers, or Modification."

ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall submit program performance reports in accordance with AAA requirements to the Stanislaus County Area Agency on Aging, 121 Downey Avenue, Suite 102, Modesto, California, 95354.
- B. The Contractor shall assure that all data submitted is timely, complete, accurate, and verifiable using the AAA approved reporting procedures.
- C. The Contractor shall have written reporting procedures specific to each program which include:
 1. Collection and reporting of program data for the AAA;
 2. Ensuring accuracy of data from the Contractor intake/assessment process through reporting to the AAA;
 3. Verification of data prior to submission to the AAA;
 4. Correction procedures; and
 5. A method for collecting and reporting estimated unduplicated client counts (if applicable) and demographics for each non-registered service, total non-registered services, and total for all services (registered and non-registered).
- D. Contractor shall train and orient staff regarding program data collection and reporting requirements.
- E. Reporting provisions specific to Title III B, III C, III D:
 1. The Contractor must submit program data reports electronically to the AAA, according to the frequency listed:
 - a. Service Units Report, monthly and quarterly
 - b. Detailed Client Profile, annually
(Homemaker Services, and Home-Delivered Meals Programs)

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ARTICLE II. REPORTING PROVISIONS (Continued)

- c. Summary Client Profile, annually (includes estimates for ethnicity, rural, and poverty information)
(Congregate Meals, Assisted Transportation, Legal Services, and Healthy Aging Association Programs)
 - d. Unduplicated Client Count, annually
 2. Quarterly reports are due October 31, January 31, April 30, and July 31. Annual reports are due August 30. For late reports, the Contractor shall submit a written explanation to the AAA by the 15th of the following month. This written explanation shall include the reasons for the delay and the date the report will be submitted.
- F. Reporting provisions specific to Community-Based Programs (Paper Reports):
 1. The Contractor must submit program data reports to the AAA, according to the specific program requirements and to the frequency listed:
 - a. Adult Day Care Resource Center (ADCRC): Monthly Service Unit Report (CBSP 101), and Annual Summary Client Profile (CBSP 102B) paper report (may be submitted by e-mail).
 - b. BROWN BAG: Quarterly submission of batched monthly Activity Reports (CDA 5). Paper report.
- G. Reporting Provisions Specific to the Ombudsman Program:
 1. The Contractor shall take the following actions:
 - a. Submit quarterly/annual National Ombudsman Reporting System (NORS)/AoA reports to the Office of the State Long-Term Care Ombudsman (OSLTCO) by the dates specified below:
 - Quarterly NORS reports are due to CDA October 31, January 31, April 30, and July 31.
 - Annual AoA reports shall be due to CDA by August 30th.
 - b. NORS data must be timely, complete, accurate, and verifiable. For any reports 30 days or more in arrears of the due date, the Contractor shall immediately provide a written explanation to the OSLTCO. This written explanation shall include the reasons for the delay and the date the report will be submitted, the date being contingent on agreement of that date by the OSLTCO.