

**AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND THE OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC.**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC. hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an agreement for the purpose of providing Ombudsman program services on August 13, 2014.

WHEREAS, the parties wish to amend the agreement to increase funding by \$192,075 to \$256,102.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1 of the agreement is amended to read as follows:

Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—FY 2014-15 Description of Services - Amendment One

Exhibit B—FY 2014-15 Fiscal Summary - Amendment One

2. Section 2 of the agreement is amended to read as follows:

Services to be Performed by Contractor

In consideration of the payments set forth herein and in Exhibit B –Amendment One, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A – Amendment One.

3. Section 3, paragraph 1, of the agreement is amended to read as follows:

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A – Amendment One, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B – Amendment One. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED TWO DOLLARS (\$256,102).

4. Schedule A of the original agreement is deleted and replaced and incorporated herein as Schedule A – Amendment One as attached.
5. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
6. **All other terms and conditions of the agreement dated August 13, 2014, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

By: _____
President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of the Board of Supervisors
San Mateo County

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC.



Contractor's Signature

Date: 9/11/2014

EXHIBIT A – AMENDMENT ONE

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INCORPORATED

FY 2014-15 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) program(s): Senior Ombudsman Program and the Under 60 Ombudsman Program. Services described in this Exhibit A – Amendment One reflect program performance requirements (units of service) during fiscal year July 1, 2014 through June 30, 2015; Funding Period A, July 1, 2014 through September 30, 2014 and Funding Period B, October 1, 2014 through June 30, 2015. These programs shall operate in accordance with the California Department of Aging (CDA) and/or State licensing regulations and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County. A monitoring of nutrition programs will be conducted annually and onsite in accordance with the Area Agency on Aging (AAA) Contract Monitoring Procedures Manual. All other OAA programs will be monitored at least every other year. Program monitoring may occur more frequently if determined by AAS as beneficial to the integrity of program requirement compliance. The Contractor agrees to provide requested programmatic and administrative documentation and the availability of key staff as part of the contract monitoring process.

Contractor shall agree to distribute any County needs assessment or feedback surveys provided by the County. Surveys are to be returned to the County for data collection and analysis.

I. OMBUDSMAN PROGRAM

A. Units of Service

Period A, July 1, 2014 through September 30, 2014 and Period B, October 1, 2014 through June 30, 2015:

Contractor agrees to provide a minimum of 200 hours of volunteer recruitment and volunteer training for at least 5 volunteers.

Contractor agrees to provide a minimum of a 80% resolution rate for Complaints; 38 meetings with resident councils and family councils; 400 consultations to facilities, 450 units of Information & Consultation to Individuals, 25 sessions of Community Education, Regular Nursing Facility Visitation to 17 facilities; Regular Visitation to 100% of the Residential Care Facilities for the Elderly facilities, staffing of 5.6 FTE Paid Staff Ombudsmen, 38 Certified Volunteer Ombudsmen.

Under 60 Ombudsman Program:

Contractor also agrees to provide at least 983 hours of case monitoring and investigation to a minimum of 90 unduplicated cases in adult residential facilities, and at least 109 hours of community education and in-service training.

B. Unit Definitions

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

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 hour (reported in increments of 15 minutes)

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 hour (reported in increments of 15 minutes)

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 hour (reported in increments of 15 minutes)

C. Program Requirements

1. Contractor agrees to provide ombudsman services in accordance with the CDA and the AAA requirements.
2. Contractor agrees to submit monthly reports that specify the number of individual referrals received and monthly reports that include multiple referrals.
3. **Program Requirements** means Title III program requirements found in the OAA 42, USC Section 3001-3058; Code of Federal Regulations (CFR) (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and CDA Program Memoranda.
4. **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)]

Eligible Service Population for Title III (except for Title III E) means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals,

older individuals with Limited English Proficiency, and older individuals residing in rural areas [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].

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.

5. **Title VIIA (Elder Abuse)** 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 Section 721], including:

- a. Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
- b. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
- c. Ensuring the coordination of services provided by area agencies on aging with services instituted under the State adult protective service program, State and local law enforcement systems, and court of competent jurisdiction;
- d. 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;
- e. 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;
- f. Conducting training for individuals, including caregivers describing 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;
- g. 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
- h. 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.

6. **State Long-Term Care Ombudsman Program (SLTCOP)** means the 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 9700, 9701(f)].

7. **Office of the 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 CDA, the Office is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The Office 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 Office analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. The Office 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)] [W&I 9710, 9716, 9717]
8. **State Ombudsman** means the individual who serves as the full-time head of the State Office of the Long-Term Care Ombudsman. The State Ombudsman is appointed by the CDA director and reports directly to this director. With the participation of the AAA, the State Ombudsman develops policies and procedures for the State Ombudsman Program, including AAA responsibilities for the provision of Ombudsman services in their Planning and Service Area (PSA) – including their resolution of concerns with respect to Local Ombudsman Program activity. [OAA 712(a) (2&3), 712(a)(5)(D)(ii), 712(e); W&I 9711]
9. **Local Ombudsman Program** means either a program of the 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); W&I 9701(a)]
10. **Local Ombudsman Coordinator** means the individual selected by the governing board or executive director responsible for the Local Ombudsman Program 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 meet the State Ombudsman's criteria for designation and concurrence. [OAA 712(a)(5)(A), 712(h)(5); 9701(e), 9719]

11. **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 acceptance by the State Ombudsman for certification, the individual is required to complete a minimum of 36 hours of training in accordance with policies and procedures established by the State Ombudsman. [OAA 711(5), 712(a)(5)(A), 712(h)(5); W&I 9719]

12. **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)].

13. **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)] The Local Ombudsman Program may serve residents under 60 years of age if:
 - a. A majority of the residents of the facility where the younger person resides are over age 60;
 - b. Such service does not weaken or decrease service to older individuals covered by the OAA [Policy of the Office of Elder Rights Protection, Administration on Aging; July 15, 1996]; and
 - c. County General Funds are used to fund the services.

14. Contractor shall assure and document the following certification requirements for all paid volunteer Ombudsman representatives:
 - a. Thirty-six (36) classroom hours of certification training using the Core Curriculum developed and approved by the Office of the State Long Term Care Ombudsman (OSLTCO);
 - b.. An internship with an experienced Long Term Care (LTC) Ombudsman representative. The Coordinator will determine the length of the internship for each Ombudsman representative based on observation of that person’s needs and skills. The OSLTCO recommends an internship time of at least ten hours; and
 - c. Twelve (12) hours of continuing education each year as required. [W&I 9719(a)(B)(2).

15. Contractor, in accordance with policies and procedures established by the State Ombudsman, will:
 - a. Provide services to protect the health, safety, welfare and rights of residents [OAA 712(a)(5)(i)] [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)] [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)] [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.);
 - 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)];
 - 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)] [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)] [W&I 9712.5(g)];
 - i. Support the development of resident and family councils [OAA 712(a)(5)(B)(vi)] [W&I 9726.1(a)(3)];
 - j. Carry out other activities that the State Ombudsman determines to be appropriate:
 - (1) Update, periodically, a plan for maintaining on ongoing presence in long-term care facilities [OAA 712(a)(5)(B)(vii)];
 - (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)(b)(d)];
 - (4) Establish (in addition to support) resident, family and friends' councils [WIC 9726.1(a)(3)];
 - (5) Present community education and training programs to long-term care facility staff, human service workers, and the general public about long-term care and residents' rights [W&I 9726.1(a)(5)]; and
 - (6) Refer to the appropriate governmental agency the complaints and concerns of other residents in long-term care facilities that are not

eligible to receive the services of the State Long-Term Care Ombudsman Program [W&I 9712.5(a)(2)].

16. 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:
 - 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.

17. Contractor shall assure that representatives of the Local Ombudsman Program 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:
 - a. Remuneration (in cash or in kind) received directly or indirectly under a compensation arrangement with a long-term care facility [OAA Section 712(f); and
 - 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.

18. 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)} [CCR 8020(a)] Authorization is required by the State Ombudsman for entry outside of these hours. [W&I 9722(a)] [CCR 8020(b)]

19. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent and when authorized by the State Ombudsman, 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)] [W&I 9724]

20. 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)]
21. 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)]
22. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized pursuant to OAA 705(a)(6)(C), OAA 712(d)(2), and W&I 9725.
23. 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), W&I 9717(c)] [Statewide Standards for Legal Assistance in California]
24. 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.
25. The Local Ombudsman Program Coordinator shall provide the OSLTCO with an organizational chart that includes:
 - 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.

The Coordinator shall inform the OSLTCO of any staffing changes.

26. The Local Ombudsman Program Coordinator shall inform the 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.

27. 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), W&I 9725, W&I 25633(b)(2)(B)]
28. 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©] [W&I 9716(a)]

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.

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.

29. 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 (stateomub@aging.ca.gov) with a copy to the County.
- c. Due dates for data entry are as follows:

July 1 to September 30: All data for that quarter must be entered into OmbudsManager by October 31;

October 1 to December 31: All data for that quarter must be entered

into OmbudsManager by January 31;
January 1 to March 31: All data for that quarter must be entered into OmbudsManager by April 30; and
April 1 to June 30: All data for that quarter must be entered into OmbudsManager by July 31.

30. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 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)];
31. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County;
32. Proof of age or citizenship shall not be required as a condition of receiving services; and
33. 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.
34. 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).

35. LTC Ombudsman representatives shall carry their Ombudsman certification cards whenever visiting facilities, and present cards to facility staff, as requested.
36. 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. If necessary, breaks and lunch periods will be staggered so staff is available to answer incoming phones;
 - d. Voice mail messaging systems will be used only as a last resort for incoming calls to local LTCOPs;
 - e. 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.
37. 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.

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.

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, with a copy to the OSLTCO assigned program analyst.

38. 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.
39. 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.

D. 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.

EXHIBIT B – AMENDMENT ONE

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INCORPORATED

FY 2014-15 FISCAL SERVICES

Contractor shall operate the following Older Americans Act (OAA) program(s): Senior Ombudsman Program and the Under 60 Ombudsman Program Services described in this Exhibit B – Amendment One reflect program funding and payment method during fiscal year July 1, 2014 through June 30, 2015; Funding Period A, July 1, 2014 through September 30, 2014 and Funding Period B, October 1, 2014 through June 30, 2015. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

I. a SENIOR OMBUDSMAN SERVICES PROGRAM

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of Senior Ombudsman Services Program services rendered \$8,373 in Title III B Ombudsman, \$10,476 in Title VIIA Ombudsman, \$3,918 in Special Deposit Funds, \$13,224 in SNF Quality & Accountability Funds, and \$9,514 in County General Funds for program support totaling \$18,849 in OAA funding, \$17,142 in other State funds, and \$9,514 in County General Funds.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of Senior Ombudsman Services Program services rendered \$25,117 in Title III B Ombudsman, \$31,426 in Title VIIA Ombudsman, \$11,753 in Special Deposit Funds, \$39,673 in SNF Quality & Accountability Funds, and \$28,543 in County General Funds for program support totaling \$56,543 in OAA funding, \$51,426 in other State funds, and \$28,543 in County General Funds.

The maximum reimbursement for Senior Ombudsman Services Program in Title IIIB Ombudsman and Title VIIA OAA funding and other State funding, and County General Funds for program support during the contract term July 1, 2014 through June 30, 2015, shall not exceed ONE HUNDRED EIGHTY-TWO THOUSAND SEVENTEEN DOLLARS (\$182,017).

I. b UNDER 60 OMBUDSMAN SERVICES PROGRAM

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay

Contractor in consideration of Under 60 Ombudsman Services Program services rendered \$12,500 in County General Funds.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of Under 60 Ombudsman Services Program services rendered \$37,500 in County General Funds.

The maximum reimbursement for the Under 60 Ombudsman Services Program in County General Funds during the contract term July 1, 2014 through June 30, 2015, shall not exceed FIFTY THOUSAND DOLLARS (\$50,000).

II. COUNTY GENERAL FUNDS FOR GENERAL PROGRAM SUPPORT

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of general program support \$6,022 in County General Funds.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of general program support \$18,063 in County General Funds.

The maximum reimbursement for general program support in County General Funds during the contract term July 1, 2013 through June 30, 2014, shall not exceed TWENTY-FOUR THOUSAND EIGHTY-FIVE DOLLARS (\$24,085).

Contractor agrees to the following:

- A. Contractor shall expend all funds received hereunder in accordance with this Agreement;

Funding Period A funds unspent by September 30, 2014 will be available throughout the remaining fiscal year. Funding Period B funds will only be available starting October 1, 2014 through June 30, 2015.

- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. The final date to submit a budget revision is April 15 of the contract period unless otherwise specified by the County;

- D. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). All Contractors agree to work toward meeting the service unit targets each month throughout the entire year;

- E. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

- Mileage - <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) - <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging - <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

- F. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;

- G. Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget [2 CFR, Part 200], Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- H. Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):
- Financial Reporting;
 - Accounting Records;
 - Internal Control;
 - Budgetary Control;
 - Allowable Costs;
 - Source Documentation; and
 - Cash Management;
- I. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- J. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:
- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars.
1. The required minimum program matching contributions for Title III B, III C, and III D is 10.53 percent;
 2. The required minimum program matching contributions for Title III E is 25 percent;
 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
 4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;

5. Matching contributions generated in excess of the minimum required are considered overmatch; and
 6. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E;
- K. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- L. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- M. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
6. Must be used to expand baseline services; and

7. May not be used to meet the matching requirement of this Agreement;

- N. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- O. A mid-year review, scheduled for January 2015, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- P. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2015 will be due by July 7, 2015, to facilitate timely payment;
- Q. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS;
- R. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period; and
- S. Submit a single closing report of expenses with supporting documentation for each program by **July 23, 2015 for Funding Periods A and B.**

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and Ombudsman Services of San Mateo County, Inc. is \$75,392 in OAA funds, \$68,568 in State non-OAA funds, \$88,057 in County General Funds for Program, and \$24,085 in County General Funds for general program support for a total amount of TWO HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED TWO DOLLARS (\$256,102) for the contract term July 1, 2014 through June 30, 2015.