TITLE III B – SUPPORTIVE SERVICES

AAA Title III B Supportive Services provides a variety of services. The Title III B Information and Assistance (I&A) Program is the entry point to services. I&A staff assess individuals’ needs, make referrals to local services or programs in the communities, and follow-up with individuals to find out if service needs were met. The Title III B Supportive Services Program provides a variety of services including (depending on county):

- Information and Assistance
- Case Management
- Peer Counseling
- Visiting
- Residential Repairs/modification
- Transportation to senior dining sites
- Legal Assistance
PROGRAM: TITLE IIIB SUPPORTIVE SERVICES

ELIGIBLE SERVICES AND SERVICE UNIT DEFINITIONS

A. Approved services and service unit definitions to be provided under this contract are included in the attached Work Plan, as Exhibit A

ASSURANCES SPECIFIC TO TITLE IIIB PROGRAMS

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. Funds are made available by the AAA only in support of activities specified in the approved budget and work plan contained in this Agreement.
3. 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.
4. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315 (b)]
   a. Means tests shall not be used by any Contractor for any Title III or Title VII-A 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:
      (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
      (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
      (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient’s contribution or lack of contribution
      (iv) Establish appropriate procedures to safeguard and account for all contributions and to supplement (not supplant) funds received under this Act.
      (v) Use all contributions to expand the services for which the funds were given and to supplement (not supplant) funds received under this Act.
5. Donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive service.
6. Donation letters may not resemble a bill or a statement.
7. Cost Sharing shall not be implemented for any Title III and Title VII service until so notified by the AAA.
8. Collected contributions shall be used to supplement (not supplant) funds received under this Act.
9. Proof of age, citizenship or disability shall not be required as a condition of receiving services.
ASSURANCES SPECIFIC TO INFORMATION AND ASSISTANCE

1. Primary responsibility for informing the senior community about local resources rests with the designated Senior Information and Assistance (I&A) provider in each county. Maintain an update database with resource information.

2. Contractor assures that there is access, at a minimum, to Information and Assistance for all Title III and Title VII services for clients, referral sources and other individuals or agencies at least five (5) days a week throughout the contract period. Personal telephone contact shall be available during normal business hours. Unless there is a legal holiday or prior AAA approval, and State approval via the AAA, the schedule of operation shall be maintained. Contractor shall have a telephone answering machine or subcontracted answering service or voicemail system in place for use outside normal business hours.

3. Senior I&A providers must take a broad approach to the dissemination of information and to outreach. It is considered an effective use of I&A funds to inform and educate a large number of individuals or all ages, as opposed to providing intensive services to a smaller number of individual clients. With limited funding, it may be necessary to give priority to accomplishing broad outreach and education over providing individual attention to senior participants.

4. Seniors Council/AAA standards for contracted I&A service providers emphasize extensive cooperation, coordination and collaboration with other senior service provider organizations.

5. I&A staff must have written policies in place and receive training at least annually on how to handle emergencies. As specified in 22 CCR Section 7547, the training shall consist of:
   a. Familiarity with telephone numbers of fire, police and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
   b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance and making written information emergency procedures available to all staff that have contact with older persons or persons with disabilities.

ASSURANCES SPECIFIC TO CASE MANAGEMENT SERVICES

1. Contractor shall offer to older individual seeking Title III case management services a list of agencies that provide similar services within the county served (as specified in subsection (i), (ii) and (iii) of the United States Code 42 Section 3026 (a)(8)(C).

DATA REPORTING

A. The Contractor shall submit performance reports in accordance with AAA instructions and California Aging Reporting System (CARS) requirements. Data reported must be timely, complete, accurate, and verifiable. Data for registered services must be entered into the SAMS database. Provider is responsible for any licensing fees for SAMS database.
B. Data Verification Forms and Data Reporting Forms are to be submitted on forms provided by the AAA in a timely manner on a quarterly basis. Reports are due by the 15th of the month.

C. AAA staff will perform data reconciliation for registered services. Provider will receive a verification report to let them know if any corrections are needed. Corrections must be submitted within 3 business days.
PROGRAM: TITLE IIB LEGAL ASSISTANCE

ELIGIBLE SERVICE POPULATIONS

A. For Title IIB means persons aged 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income minority older individuals, older individuals with Limited English Proficiency (LEP) and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

ELIGIBLE SERVICES AND SERVICE UNIT DEFINITIONS

A. Approved services and service unit definitions to be provided under this contract are included in the attached Work Plan, as Exhibit A-1

ASSURANCES SPECIFIC TO TITLE IIB PROGRAMS

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. Funds are made available by the AAA only in support of activities specified in the approved budget and work plan contained in this Agreement.
3. 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.
4. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315 (b)]
   a. Means tests shall not be used by any Contractor for any Title III or Title VII-A 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:
      (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
      (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
      (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient’s contribution or lack of contribution
      (iv) Establish appropriate procedures to safeguard and account for all contributions and to supplement (not supplant) funds received under this Act.
      (v) Use all contributions to expand the services for which the funds were given and to supplement (not supplant) funds received under this Act.

5. Donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive service.
6. Donation letters may not resemble a bill or a statement.
7. Cost Sharing shall not be implemented for any Title III and Title VII service until so notified by the AAA.
8. Collected contributions shall be used to supplement (not supplant) funds received under this Act.
9. Proof of age, citizenship or disability shall not be required as a condition of receiving services.

ASSURANCES SPECIFIC TO LEGAL ASSISTANCE PROVIDERS

The Contractor shall assure that the following provisions are met in accordance with OAA 731.
1. LSP’s 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 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.
8. LSPs are to use the CDA’s Uniform Reporting Systems to collect data on legal services provided. Data must be reported on CDA form 1022.

ASSURANCES SPECIFIC TO HICAP LEGAL SERVICES

If the Contractor is subcontracting legal services which are funded by the HICAP program, the Contractor or subcontractor shall perform the following:

1. Provide HICAP legal representation by or under the direction of a Supervising Attorney who is.
2. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans, but shall not engage in Medicaid law.
3. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans.
4. Subcontracted or separately contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral.

5. The Supervising Attorney shall report the performance of legal services in accordance with the HICAP Reporting Instructions provided by the HICAP Provider.

DATA REPORTING

Legal Services Providers are required to collect and report data in accordance with California Department of Aging requirements. Reports are due by the 15th of the month.
TITLE IIIC SENIOR NUTRITION PROGRAM

TITLE IIIC1 – CONGREGATE NUTRITION
The Title III C-1 Congregate Nutrition Program serves meals in a group (congregate) setting to individuals age 60 or older. Sites also provide nutrition education. The Program targets older individuals with the greatest economic or social need, with particular attention to low-income, minority older individuals, and older individuals living in rural areas. The Program encourages the use of volunteers and gives all participants the opportunity to contribute to the cost of the meal. Each meal must meet the nutritional standards outlined in the Dietary Guidelines for Americans and provide a minimum of one-third of the Dietary Reference Intakes.

TITLE IIIC2 – HOME-DELIVERED NUTRITION
The Title III C-2 Home-Delivered Nutrition Program provides nutritious meals, nutrition education, and nutrition risk screening to individuals aged 60 or older that are homebound due to illness or disability, or are isolated. The Program targets homebound older individuals with the greatest economic or social need, with particular attention to low-income, minority older individuals, and older individuals living in rural areas. Each meal must meet the nutritional standards outlined in the Dietary Guidelines for Americans and provide a minimum of one-third of the Dietary Reference Intakes. Home-Delivered Nutrition Programs must provide at least five meals per week, delivered by staff or volunteer drivers. In addition, programs provide nutrition education at least four times per year.
PROGRAM: TITLE IIIC NUTRITION

1. **Title IIIC1 Congregate Nutrition Services** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title IIIC-1 congregate nutrition site, the site must meet all of the following criteria:
   a. Be open to the public.
   b. Not means test.
   c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service.
   d. Not receive funds from another source for the cost of the same meal, equipment, or services.

2. **Title IIIC2 Home-Delivered Nutrition Services** means nutrition services provided to homebound individuals including meals, nutrition education and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans.

3. **Nutrition Education** A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants in a group or individual setting overseen by a dietitian or individual of comparable expertise. Methods of education may include demonstrations, audio-visual presentations, or small group discussions for congregate program participants. Handout materials may be used, but not limited to, as the sole educational component for home-delivered meals.

4. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAA’s in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the state in the prior fiscal year.

5. "Nutrition screening" means completion of a nutrition screening checklist by eligible individuals to determine if they are at nutrition risk. A nutrition screening checklist is a federal public information collection requirement in the National Aging Program Information System (NAPIS).

6. **Registered Dietitian** means a person who shall be both:
   (1) Qualified as specified in Sections 2585 and 2586, Business and Professions Code, and,
   (2) Registered by the Commission on Dietetic Registration.

7. **Volunteer** means an individual who provides services without pay, but may receive reimbursement for expenses.
Definitions specific to III C1 and C2 augmentation funding to provide nutrition services to address the unmet need in California

8. **Meal Goal** means the number of meals the Contractor will provide to eligible clients. These meals may be provided through the Title III C-1 Congregate Meal program or the Title III C-2 Home Delivered Meal program.

9. **Unduplicated Client Goal** means the number of new eligible clients the Contractor will provide nutrition services to via the Title III C-1 or the Title III C-2 program.

10. **Wait List** means a list of potential Title III C-2 clients, established and maintained by the Contractor after the Contractor has reached its capacity.

ELIGIBLE SERVICE POPULATION

A. **Eligible Service Population for Title III C-1 and C-2** means individuals who are 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, individuals with Limited English Proficiency and older individuals residing in rural areas.

Individuals eligible to receive a meal at a congregate nutrition site are:

i. Any older individual.

ii. The spouse of any older individual

iii. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily older individuals at which congregate nutrition services are provided.

iv. A disabled individual who resides at home with and accompanies an older individual who participates in the program.

v. A volunteer under age sixty (60) if doing so will not deprive an older individual sixty (60) or older of a meal.

Individuals eligible to receive a home-delivered meal are individuals who are:

i. Frail as defined by 22 CCR 7119, and homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.)

ii. A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if assessment concludes that it is in the best interest of the homebound older individual.

iii. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

ELIGIBLE SERVICES AND ELIGIBLE SERVICE UNIT DEFINITIONS

A. Approved services and service unit definitions to be provided under this contract are included in the attached Work Plan as Exhibit A-1.
TITLE III PROGRAM ASSURANCES

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. Funds are made available by the AAA only in support of activities specified in the approved budget and work plan contained in this Agreement.
3. 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.
4. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315 (b)]
   a. Means tests shall not be used by any Contractor for any Title III or Title VII-A 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:
      (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
      (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
      (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient’s contribution or lack of contribution
      (iv) Establish appropriate procedures to safeguard and account for all contributions and to supplement (not supplant) funds received under this Act.
      (v) Use all contributions to expand the services for which the funds were given and to supplement (not supplant) funds received under this Act.

5. Donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive service.
6. Donation letters may not resemble a bill or a statement.
7. Cost Sharing shall not be implemented for any Title III and Title VII service until so notified by the AAA.
8. Collected contributions shall be used to supplement (not supplant) funds received under this Act.
9. Proof of age, citizenship or disability shall not be required as a condition of receiving services.

ASSURANCES SPECIFIC TO THE NUTRITION PROGRAM

1. Contractor shall have policies in place to ensure that meals are only received by eligible individuals.
2. If federal and/or State funds for meal programs increase, the number of Title III C-1 and C-2 meals served shall be maintained or increased.
3. This contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
4. Signage and menus at nutrition sites shall invite participants to contribute towards the cost of meals provided and include language stating that no participant will be denied service for lack of contribution.
5. Contractors shall annually assess client’s nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative.

6. Contractors shall ensure that home-delivered meals clients are assessed in the home within two weeks of initial assessment. Assessments must be done quarterly, alternating with in-home and phone assessments.

7. If Contractor determines a need for a wait list, a written procedure must be developed and approved by the AAA.

ELDERLY NUTRITION PROGRAM PROVIDER ADMINISTRATION
(a) Each Elderly Nutrition Program provider shall establish and administer nutrition services with the advice of a registered dietitian in accordance with Section 339 of the OAA (42 U.S.C. 3030g-21), and follow the general requirements in Section 7500 of this Division.

(b) Each Elderly Nutrition Program shall:
   (1) Provide at least one (1) meal per day.
   (2) Serve meals at least five (5) days per week throughout the service area, but not necessarily five (5) days per week at each site.
   (3) Operate at a lesser frequency in a service area where such frequency is not feasible and a lesser frequency is approved by the Department if the AAA is directly providing the services, or by the AAA if the services are being provided under contract.
   (4) Comply with the CRFC and their local health department regarding safe and sanitary preparation and service of meals.
   (5) Comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety.
   (6) At a minimum, quarterly monitor for safe food handling and sanitation practices of food facilities.
   (7) Conduct a nutrition screening of congregate and home-delivered meal participants in accordance with Federal requirements.
   (8) Where feasible and appropriate, make arrangements for the availability of meals to participants during a major disaster.
   (9) When it is known or reasonably suspected that a program participant has been the victim of abuse, report the abuse to the authorities in accordance with Section 15630, Welfare and Institutions Code.

Staff Qualifications
(a) The nutrition services provider shall have a manager on staff who shall conduct the day-to-day management and administrative functions of the Elderly Nutrition Program, and either have (1), (2), or (3):
   (1) Possess an associate degree in institutional food service management, or a closely related field, such as, but not limited to, restaurant management, plus two (2) years experience as a food service supervisor, or,
   (2) Demonstrate experience in food service, such as, but not limited to, cooking at a restaurant, and within twelve (12) months of hire successfully complete a minimum of twenty (20) hours specifically related to food service management, business administration, or personnel management at a college level. Prior to completion of meeting the hours, this individual’s performance shall be evaluated through quarterly monitoring by a registered dietitian, or,
(3) Two years experience managing food services. Such experience shall be verified and approved by a registered dietitian prior to hire.

(b) Personnel. There shall be, at a minimum, a manager as required in (a) above, and a paid staff or volunteer. There shall also be a sufficient number of qualified staff with the appropriate education and experience to carry out the requirements of the Program. The total number of staff shall be based on the method and level of services provided, and size of the service area.

(c) Preference to Older Individuals. Preference shall be given to hiring older individuals subject to the qualifications of the position.

(d) Volunteer Services. Volunteers shall be recruited and used in any phase of program operations where qualified.

Staff/Volunteer Training Requirements
(a) All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks. Training, at a minimum, shall include:
   (1) Food safety, prevention of foodborne illness, and HACCP principles.
   (2) Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.

(b) A yearly written plan for staff training shall be developed, implemented, and maintained on file by the nutrition services provider, as required in subsection 7636.7(c) below. The training plan shall identify who is to be trained, who will conduct the training, content of training, and when it is scheduled.

(c) The nutrition services provider's registered dietitian shall review and approve the content of all staff training prior to presentation.

(d) A minimum of four (4) hours of staff training shall be provided annually, by providers, for paid and volunteer food service staff, including congregate and home-delivered meal staff.

(e) Training sessions shall be evaluated by those receiving the training.

(f) Documentation of training to include evaluations and attendance records shall be maintained, as required in subsection 7636.7(c) below.

Records, Reports, Distribution of Information, and Confidentiality
(a) The nutrition services provider shall develop and maintain records on congregate and home-delivered meal participants that are in accordance with program requirements.

(b) The nutrition services provider shall establish procedures to ensure the accuracy and authenticity of the number of eligible participant meals served each day. Such procedures shall be kept on file at the provider's site.

(c) Nutrition services provider records and reports shall be made available for audit, assessment, or inspection by authorized representatives of the AAA, or the Department.

(d) The nutrition services provider shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner.

Nutrition Services Incentive Program (NSIP) Funds
The Secretary of Agriculture provides cash assistance in support of the Elderly Nutrition Program through the Nutrition Services Incentive Program (NSIP). These funds are distributed by the Department to the Area Agencies on Aging (AAA) based on a ratio of the number of
meals served the prior year in the AAA to the total number of meals served throughout the state. (b) NSIP funds shall be used for meals which:

(1) Meet the dietary guidelines, as specified in Section 339 of the OAA (42 U.S.C. 3030g-21).
(2) Are served to eligible participants
(3) Are served to volunteers of any age.
(4) Follow the provisions of "Offer Versus Serve", as found in 7 CFR 226.20(p):
   (A) Congregate meal participants may be permitted to decline items due to preference or medical reasons. NSIP funds are not affected when a participant declines menu items.
(c) Use of NSIP funds: NSIP funds shall be used to purchase food used in the Elderly Nutrition Program. **NSIP funds shall not be used to meet cost sharing or as matching funds for any other federal program.**

**NUTRITION SERVICES REQUIREMENTS**

**Requirements for Congregate Nutrition Services**

(a) Each congregate meal provider shall:

(1) Include procedures for obtaining the views of participants about the services received.
(2) Not preclude the service of a meal to a participant who has failed to make a reservation when food is available.

(b) Each congregate meal site shall meet all of the following:

(1) Have a paid staff or volunteer designated to be responsible for the day-to-day activities at each site, and physically be on-site during the time that Elderly Nutrition Program activities are taking place.
(2) Have restrooms, lighting, and ventilation which meet the requirements of the CURFFL.
(3) Have equipment, including tables and chairs that are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization.

**Requirements for Home-Delivered Nutrition Services**

Each home-delivered meal provider shall:

(a) Develop and implement criteria to assess the level of need for home-delivered nutrition services of each eligible participant.

(1) An initial determination of eligibility may be accomplished by telephone.
(2) A written assessment shall be done in the home within two (2) weeks of beginning meal service, and shall include an assessment of the type of meal appropriate for the participant in their living environment.
(3) An older individual eligible for receiving home-delivered meals shall be assessed for need for nutrition-related supportive services, and referred as necessary.
(4) Reassessment of need shall be determined quarterly. Such reassessment shall be done in the home of the participant at least every other quarter.

(b) Provide written instructions in the language of the majority of the participants for handling and re-heating of the meals.

(c) Establish a waiting list for home-delivered meals whenever the home-delivered meal provider is unable to provide meals to all eligible individuals. To ensure all data is collected for the unmet need as requested by the Legislature, the procedure must include provisions for prescreening individuals to determine eligibility, managing applicants placement on the, and
removal from, the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List and assigning priority for enrollment based on Wait List.

**Nutrition Requirements of Meals.**

(a) Compliance with dietary guidelines:

(1) Each meal shall provide the following to participating individuals:

(A) If the program provides one (1) meal per day, a minimum of one-third (1/3) of the Dietary Reference Intakes (DRIs).

(B) If the program provides two (2) meals per day, a minimum of two-thirds (2/3) of the DRIs.

(2) Meals shall comply with the Dietary Guidelines for Americans by the U.S. Department of Health and Human Services and the USDA.

(b) A meal analysis approved by a registered dietitian shall be done to ensure compliance with subsection (a) above, using either:

(1) a meal component system, or

(2) a detailed nutritional analysis.

(c) Food substitutions to meals originally planned must meet the requirements of this section and be approved by a registered dietitian.

(d) Menus shall:

(1) Be planned for a minimum of four (4) weeks.

(2) Be posted in a location easily seen by participants at each congregate meal site

(3) Be legible and easy to read in the language of the majority of the participants.

(4) Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate

**Contributions and Fees for Cost of Meals.**

(a) An eligible individual who receives a meal shall be given the opportunity to contribute to the cost of the meal.

(b) The nutrition services provider shall develop a suggested contribution. When developing this contribution amount, the income ranges of the older individuals in the community and the provider's other sources of income shall be considered.

(c) A sign indicating the suggested contribution for eligible individuals, and the fee for guests, shall be posted near the contribution container at each congregate meal site. A guest fee shall cover all meal costs.

(d) No eligible individual shall be denied participation because of failure or inability to contribute.

(e) The provider shall ensure that the amount of the eligible participant's contribution is kept confidential.

(f) The nutrition services provider shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at the provider's site.

(g) All contributions and fees shall be identified as program income and used to increase the number of meals served, to facilitate access to such meals, and to provide nutrition-related supportive services.

**Nutrition Education Services for Participants**
a) Nutrition education shall be provided a minimum of four (4) times per year to participants in congregate and home-delivered meal programs. Nutrition education for congregate sites is defined as demonstrations, presentations, lectures or small group discussions, all of which may be augmented with printed materials. Printed material may be used as the sole nutrition education component for the home-delivered meal participants, as well as in conjunction with a congregate meal nutrition education presentation.

b) A registered dietitian shall provide input, review, and approve the content of nutrition education prior to presentation.

c) Nutrition education services shall be based on the particular need of congregate and home-delivered meal participants. An annual needs assessment shall be performed by the nutrition services provider to make this determination.

d) A yearly written nutrition education plan shall be developed, implemented, monitored, and kept on file by the nutrition services provider as required in subsection 7636.7(c) above.

DATA REPORTING REQUIREMENTS SPECIFIC TO NUTRITION PROGRAMS

1. Nutrition providers must purchase and use the SAMS database programs to enter all clients over the age of 60. Meal counts must be posted to the individual clients each month.

2. All nutrition participants must receive an annual Nutrition Risk screening and the Results of the Screening must be updated in the database.

3. For home-delivered meals recipients, the provider must ensure the provision of an initial in-home assessment within the first two weeks of service, and quarterly reassessments. The provider must maintain a system that documents the completion of the reassessments. At least annually, the assessment must be updated in the SAMS database.

4. Provider must verify that meal counts entered into SAMS match meal count documentation before submittal to the AAA.

5. NSIP meals, if provided, are reported manually on the Monthly Data Verification form.

6. Data submitted to the AAA must be timely, accurate and verifiable.

7. The Contractor shall provide quarterly data about wait list, using a template provided by the AAA. The categories may include:
   - Number of unduplicated clients on the Wait List
   - Number of unduplicated clients removed from the Wait List
   - Number of new unduplicated clients added to the wait list
The following regulations govern AAA Nutrition Providers

California Department of Aging Laws and Regulations
[http://www.aging.state.ca.us/html/regs/lawsandregs.html]

- The Older Californians Act is found in the California Welfare & Institutions Code, Section 9000 to Section 9757.5.
- All CDA regulations are found in the California Code of Regulations, Title 22, Section 7100 to Section 8045. (included for reference)
- Menu Requirements [CDA Program Memo 07-13(P)] are incorporated with this Exhibit.
- The California Retail Food Code (CRFC) regulations are found in the California Health and Safety Code, Sections 113700 – 114437.

Federal Laws and Regulations

- The Older Americans Act is found in the United States Code: Title 42, Chapter 35, Section 3001 to Section 3058ee.
- Federal regulations relating to Grants for State and Community Programs on Aging are found in the Code of Federal Regulations, Title 45, Part 1321, Section 1 to Section 83.
TITLE III FAMILY CAREGIVER SUPPORT PROGRAM

The Title III E FCSP provides a variety of services to address the needs of informal, unpaid family caregivers. The Program provides service to informal or family caregivers of older adults. The program is designed to reduce caregiver burden, enable caregivers to remain in the workforce, and prevent or delay the need for a higher level of care for the care receiver. The availability of emergency or intermittent respite gives the unpaid caregiver a needed break from their caregiving responsibilities.

Program services include, but are not limited to:
- Respite Care provides caregivers with temporary in-home relief from caregiving responsibilities
- Support Services can including but not limited to caregiver assessments, case management and support groups,
- Supplemental Services can provide assistive devices, home adaptations, caregiver registry services
- Access Assistance includes information and assistance and outreach
- Information Services include public information and community education.
PROGRAM: TITLE IIIE FAMILY CAREGIVER SUPPORT PROGRAM

DEFINITIONS SPECIFIC TO FAMILY CAREGIVER SUPPORT PROGRAM

A. **Eligible Service Populations for Title IIIE** means an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual (60+) or to an individual of any age with Alzheimer’s disease or a related disorder with neurological and organic brain dysfunction.

B. **Priority Services for Title IIIE** means services provided to:
   1. Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals).
   2. Older relative caregivers with severe disabilities, or individuals with disabilities who have severe disabilities.
   3. Family caregivers who provide care for individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction.

C. **An Older Relative Caregiver** means a caregiver who is –
   1. Is age 55 or older; and
   2. Lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
   3. In the case of a caregiver for a child; is defined as a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption who is 55 years of age or older, and who:
      a. is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage or adoption of the child;
      b. is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
      c. has a legal relationship to the child, has legal custody or guardianship, or is raising the child informally.
   4. In the case of a caregiver for an individual with a disability, is the parent, grandparent or other relative by blood, marriage or adoption, of the individual with a disability.

D. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older, or an individual (of any age) with Alzheimer’s disease or a related disorder with neurological and organic brain dysfunction. **Family Caregivers cannot receive FCSP-funded respite and supplemental services unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c)(1) (B) of the OAA and the definition of “frail” in OAA Section 102 (22), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) or requires substantial supervision due to a cognitive or other mental impairment.

E. **A Child** means an individual who is not more than 18 years of age or is an individual (of any age) with a disability.
F. **Individual with a disability.** Means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 who is not less than 18 and not more than age 59.

G. **Caregiver assessment** means a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities and existing support of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services. Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone or teleconference or in-person interaction. [OAA §372(a)(1)]

H. **Title IIIIE (Family Caregiver Support Program)** means Supportive Services that include:
   (1) Information Services;
   (2) Access Assistance,
   (3) Support Services,
   (4) Respite Care
   (5) Supplemental Services

The following apply to the Respite Care or Supplemental Services service categories:
   a. "**Respite Care**" means the provision of temporary, substitute supports or living arrangements for care receivers and may be provided (1) in the home (and may include the provision of personal, homemaker and chore services to the care receiver), (2) by the attendance of the care receiver at day care or other non-residential day center or program (including recreational outings for children), and (3) by attendance of the care receiver in a facility for an overnight stay on an occasional or emergency basis (such as a nursing home for older adults or summer camp for grandchildren).

   b. "**Temporarily**" means a brief period of relief or rest from a caregiver’s responsibilities during a limited time period and could be provided on the following basis:
      (1) Intermittent – Time off for a few hours once a week for a limited time to give the caregiver a planned or unscheduled break;
      (2) Occasional – Time off for the caregiver to attend a special event;
      (3) Emergency – Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.

   c. **Title IIIIE funds cannot be used for the following respite activities:**
      (1) To pay the costs for a family caregiver to attend a camp, spa, resort or restaurant.
      (2) To temporarily relieve workers from formally paid services (e.g. In-Home Supportive Services or services required to be provided in a licensed facility such as a Residential Care Facility for the Elderly,
      (3) To supplement the service unit cost of a "participant day" at an adult day care program.
d. **Title III-E supplemental funds** cannot be used to support the following activities
   (1) Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;
   (2) Providing ongoing assistance to a care receiver living alone;
   (3) Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and
   (4) One-time, end-of-the-year assistance without an identified individual caregiver need.

**ELIGIBLE SERVICES AND SERVICE UNIT DEFINITIONS**

A. Approved services and service unit definitions to be provided under this contract are included in the attached Work Plan, as Exhibit A-1

**ASSURANCES SPECIFIC TO TITLE III PROGRAMS**

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. Funds are made available by the AAA only in support of activities specified in the approved budget and work plan contained in this Agreement.
3. 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.
4. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315 (b)]
   a. Means tests shall not be used by any Contractor for any Title III or Title VII-A 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:
      (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
      (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
      (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution
      (iv) Establish appropriate procedures to safeguard and account for all contributions and to supplement (not supplant) funds received under this Act.
      (v) Use all contributions to expand the services for which the funds were given and to supplement (not supplant) funds received under this Act.

5. Donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive service.
6. Donation letters may not resemble a bill or a statement.
Exhibit A – Scope of Service Title IIIIE Family Caregiver Support Program

7. Cost Sharing shall not be implemented for any Title III and Title VII service until so notified by the AAA.

8. Collected contributions shall be used to supplement (not supplant) funds received under this Act.

9. Proof of age, citizenship or disability shall not be required as a condition of receiving services.

ASSURANCES SPECIFIC TO FAMILY CAREGIVER SUPPORT PROGRAM

A. Funds made available under Title IIIIE shall be budgeted and expended in accordance with five federal support service components specified in Title III, Part E, Section 373(b) of the OAA; and distinguished between “caregiver” and “grandparent” support services, as required for National Aging Programs Information Systems (NAPIS).

B. Funds made available under Title IIIIE are shall be used in support of a comprehensive and multifaceted system of support services that include the five federal support service components as outlined in the Work Plan provided by the AAA.

C. Funds made available under this Agreement shall supplement, and not supplant, any federal, State or local funds expended to provide Title III and Title VII services.

D. Funds made available under Title IIIIE shall supplement and not supplant other services that may directly or indirectly support informal caregiving, such as Medical waiver programs (or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, the California Community Colleges’ Foster and Kinship Care Education Programs, the Department of Development Services Regional Centers, Department of Mental Health Caregiver Resource Centers, and other Title III funded providers.

E. When meals are provided to a family caregiver under 60, the high standards of food safety and sanitation as required by the California Uniform Retail Food Facilities Law (CURFL) shall be maintained.

F. The limitation on expenditures for Supplemental Services to 20 percent of the total FSCP allocation, has been eliminated, per 2020 Update of Older Americans Act.

G. The Contractor is required to provide at least 25 percent of the non-federal share for the Title IIIIE program costs. Program overmatch from Title IIIB or C can be used to meet the program match requirement for Title IIE.
REPORTING AND DATA COLLECTION PROVISIONS
SPECIFIC TO THE FAMILY CAREGIVER SUPPORT PROGRAM

A. The Contractor shall submit performance reports in accordance with AAA instructions and California Aging Reporting System (CARS) requirements. Data reported must be timely, complete, accurate, and verifiable. Data for registered services must be entered into the SAMS database. Provider is responsible for any licensing fees for SAMS database.

B. Data Verification Forms and Data Reporting Forms are to be submitted on forms provided by the AAA in a timely manner on a monthly basis. Reports are due by the 15th of the month.

C. For registered services, the Caregiver and the Care Receiver must be linked in the SAMS database, and providers must ensure that services post as “To Caregiver”

D. AAA staff will perform data reconciliation for FCSP registered services on a monthly basis. Provider will receive a verification report to let them know if any corrections are needed. Corrections must be submitted within 7 business days.
TITLE IIIB/VIIA LONG TERM CARE OMBUDSMAN and
ELDER ABUSE PREVENTION PROGRAM

The Title IIIB and Title VIIA Ombudsman Program identifies, investigates and resolves complaints made by or on behalf of residents of long-term care (LTC) facilities that affect the residents' health, safety, welfare or rights. The Program also receives and investigates reports of suspected elder and dependent adult abuse occurring in LTC facilities and adult residential facilities, congregate living health facilities. Local staff and volunteers witness advance health care directives and certain property transfers for residents in nursing facilities to ensure these transactions are entered into without undue influence. The Program also provides community education to inform the public about LTC services and issues that affect residents.

The LTC Ombudsman Program provides residents of LTC facilities with access to Ombudsman trained staff and volunteer representatives who will advocate for their quality of care and quality of life. Ombudsman representatives strive to maintain a presence in the LTC facilities so that residents can build a relationship of trust with their Ombudsman and receive regular and timely access to Ombudsman services. The Program also benefits LTC facility staff by providing training on topics like obligations under state and federal law for mandated reporting of suspected abuse and neglect and the requirement to provide resident-centered care. Providing information and consultation to facility staff and other individuals on questions or concerns that may not rise to the level of complaints prevents issues from turning into larger problems.

The Title VII Elder Abuse Prevention Program provides services to develop, strengthen, and implement programs for the prevention, detection, assessment, and treatment of elder abuse. Allowable activities include, but are not limited to, public education and outreach; the coordination of elder abuse prevention services with adult protective services, law enforcement, courts, and other entities; and training.
PROGRAMS: LONG TERM CARE OMBUDSMAN AND ELDER ABUSE PREVENTION

PROGRAM DEFINITIONS SPECIFIC TO OMBUDSMAN

1. **Eligible Service population** means individuals who are residents of long-term care facilities (i.e. skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities); hereinafter referred to as residents, regardless of their socio-economic status or area of residence.

2. **Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the state Long-Term Care Ombudsman. This individual manages the day-to-day operations, including implementation of federal and State requirements.

3. **Local Ombudsman Program** means either a program of the Area Agency on Aging or its subcontractor that is designated by the State Ombudsman 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 meet the State Ombudsman’s criteria for designation and concurrence.

4. **Office of the State Long-Term Care Ombudsman** (OSTLCO) means the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, OSTCLO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. OSTLCO 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. OSTLCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSTLCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance.

5. **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 Office.

6. **State Long-Term Care Ombudsman Program**, means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of the Office.

7. **State Long Term Care Ombudsman** hereinafter referred to as the **State Ombudsman** means the individual who heads OSTCLO and is responsible to
personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(3); 712(a)(2); 45 CFR 1324.1; W&I §§ 9701(f), 9711].

SCOPE OF WORK SPECIFIC TO OMBUDSMAN

A. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by OSTLCO, will:

1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i); 45 CFR 1324.19(a)(12); Welf & Inst Code § 9701(a) and 9712.5(b)]

2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives, and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii); 45 CFR 1324.19(a)(3), 1324.19(b); Welf & Inst Code § 9712.5(d)]

3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction or decisions that may adversely affect the health, safety, welfare or rights of the residents. Regardless of the source of the complaint, Ombudsman representatives must act with appropriate consent and support and maximize resident participation in the process of resolving the complaint. [OAA § 712(a)(5)(B)(iii); 45 CFR 1324.19(a)(3), 1324.19(a)(1); 1324.19(b) Welf & Inst Code § 9701(a) 9712.5(a)]

4. Identify, investigate and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident’s health, safety, welfare and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(vii); 45 CFR 1324.19(b)(2)(ii)]

5. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf & Inst. Code § 15610.47. [Welf. & Inst. Code Section 15630 et.seq.]

6. Witness:
   a. Advance health care directives for residents of skilled nursing facilities [Probate Code 4675]
   b. Property transfers with a fair market value of more than $100 from residents of skilled nursing facilities to owners, employees, representatives of public agencies operating in facilities and members of their immediate families. [HSC § 1289]

7. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions.

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8. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare and rights of the residents.

9. Review, comment, and facilitate the ability of the public to comment on proposed or existing laws, regulations, and other governmental policies, actions, and legislative bills that pertain to the rights and well-being of residents.

10. Support, actively encourage and assist in the development of resident and family councils.

11. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services:
   a. Update, periodically a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf & Inst Code § 9712.5(d)(1)]
   b. 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. Welf & Inst Code § 9726.1(a)(1)]
   c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [W&I Code § 9726.1(a)(2)(4)].
   d. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents’ rights. [Welf & Inst Code § 9726.1(a)(5)]
   e. Refer other individuals’ complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency. [Welf & Inst Code Code § 9712.5(a)(2)].

ASSURANCES SPECIFIC TO THE OMBUDSMAN PROGRAM

1. The Contractor is designated by the State Ombudsman to provide Long-Term Care Ombudsman Services in the PSA.

2. The Local Ombudsman Program, its governing board members, representatives, and members of their immediate family shall be free of actual and perceived conflicts of interest.

3. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long term care facilities and long term care facility residents between the hours of 7:00 a.m. and 10:00 p.m. seven days a week [OAA § 712(b)(1)(A)] [45 CFR 1324.11(e)(2)(i)] [W&I §9722(a)] and [CCR 8020(a)]. Authorization is required by the State Ombudsman for entry outside of these hours. [W&I Code § 9722(a)] [CCR 8020 (b)]

4. Representatives of the Local Ombudsman program shall have access to the medical and personal records of residents with appropriate document of consent; or when authorized by State Ombudsman, in accordance with policies developed
by the State Ombudsman. [OAA § 712(b)(1)(B); [45 CFR 1327.11(e)(2)(iv)]
[W&I Code § 9724].

5. 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 Code § 9722(d)]

6. 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)]. [45 CFR 1327.13(c)(3)]
[W&I Code § 9719(a)]

7. All records and files maintained by the local Ombudsman Program relating to any
complaint or investigation shall remain confidential unless disclosure is
authorized by a resident, resident representative, State Ombudsman, or local
Ombudsman Program Coordinator, in compliance with OSLTCO policies and
procedures. [OAA § 705(a)(6)(C)] [OAA § 712(d)(2)] [45 CFR 1327.11(e)(3);
1324.19(b)(6-9)] [W&I Code § 9725.]

8. The Local 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)], [45 CFR 1327.13(h)(10);
W&I Code §717(c); Statewide Standards for Legal Assistance in California].

9. The 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 Contractor specific to the Ombudsman program. [45 CFR 1327.13(f)]

10. The Local Ombudsman Program shall provide the Office of the State Long-Term
Care Ombudsman (OSTLCO) with an organizational chart that includes:
   a. All local staff who are wholly or partly funded by Ombudsman Program
      resources
   b. Their titles/roles within the Program
   c. The number of hours per week charged to the Local Ombudsman Program
      for each position.

11. The Local Ombudsman Coordinator shall attend OSTCLO New Coordinator
    Training when initially designated as coordinator and OSLTCO biannual training
    conferences. [45 CFR 1324.1(c)(2); W&I Code § 9719(a)(1)]

12. The Local Ombudsman Program Coordinator shall inform the OSLTCO of issues
    with local Ombudsman representatives, complex cases, situations with potential
legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality and conflict or interest issues. [45 CFR 1324.13(b)(c)]

13. Representatives of the Local 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), [45 CFR 1324.13(b)(2)(i)] W&I Code §§ 9725; 15633(c)]

14. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from the CDA. [OAA §712(c)]; [45 CFR 1324.13(d)] [W&I Code § 9716(a)].

15. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

ASSURANCES SPECIFIC TO THE OMBUDSMAN PROGRAM - FISCAL

1. In accordance with policies and procedures established by the State Ombudsman, will use Citation Penalty Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability Funds, CARES Act, Elder Justice Act and Older Californians Act funds to support activities for the overall program.

2. Funds made available for Ombudsman volunteer recruitment activities shall be used by the Contractor to maintain or expand the activities of the Long Term Care Ombudsman Program. Allowable expenditures include: recruiting/retraining staff, increased utilities usage, additional funding for volunteer mileage, training, volunteer recognition activities, and materials and space to conduct community awareness activities and other activities which support the overall program.

REPORTING PROVISIONS SPECIFIC TO THE OMBUDSMAN PROGRAM

The Contractor shall enter data into the Internet-based NORS utilizing software provided by CDA as required. NORS data entry must be timely, complete, accurate and verifiable.

1. 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 31 and July 31. Upon request, aggregate data may be sent to the corresponding AAA.

2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Reporting Form (OSTLCO S3010), indicating that data for the quarter has been completed or the reason for any delay, to the OSTLCO mailbox (stateomb@aging.ca.gov) with a copy to the AAA.

3. Provider must maintain procedures for data collection, verification and correction.
OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

A. Transition of Local Ombudsman Services
   If the CONTRACTOR is unable to continue as the Ombudsman provider for any reason, the AAA shall assure that a subsequent Local Ombudsman Program is available to carry out the federal and State mandates and responsibilities without any break in the provision of Ombudsman services. The AAA shall, upon notice of termination of Ombudsman services, do the following:
   1. Upon receipt of notice of intent to terminate Ombudsman services, the AAA shall notify CDA in writing within one working day of written notice of intent to terminate responsibility for Local Ombudsman services.
   2. The AAA, upon notice of termination, shall implement one of the following options to ensure continuity of Ombudsman services in accordance with Federal and State mandates:
      a. The AAA may continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal. CDA shall allow up to 180 days to transition services to a new contractors.
      b. The AAA may continue the provision of mandated Ombudsman services as a direct service contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the AAA and designated by the State Ombudsman as the local Coordinator. CDA shall allow up to 180 days to transition services from the Contractor to the AAA.

B. The CONTRACTOR is expected to work with the AAA to develop an effective transition plan for Ombudsman services which will include at a minimum:
   a. Details about the AAA will maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services.
   b. Details about how impacted facilities and community referrals sources will be notified.
   c. Details about the secure transfer of confidential client records, public facility records and records documenting Ombudsman certification and training and a full inventory of such records.
   d. A description about how the subsequent local Ombudsman program will be assisted in assessing the status of all active client’ records at the point of transfer to ensure timely continuation of Ombudsman services.
   e. A description of how residents and their families will be notified about the changes in their Ombudsman service provider.

If the AAA and CONTRACTOR fail to provide and implement a Transition Plan approved by the State Ombudsman, the AAA and CONTRACTOR agree to implement a plan submitted by the State Ombudsman to the AAA/Contractor. This transition plan may utilize State Certified Ombudsman representatives from either the terminating CONTRACTOR or from a neighboring local Ombudsman program.
SCOPE OF WORK SPECIFIC TO ELDER ABUSE PREVENTION

**Elder Abuse Prevention Programs** means activities to develop, strengthen and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect and exploitation (including financial exploitation) including some of all of the following:

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 services program, State and local law enforcement systems, and courts 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 Planning and Service Area.

e. Conduct analyses 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 described in Part E of title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy.

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.

h. Conducting special and ongoing 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 Department to be appropriate.

REPORTING PROVISIONS SPECIFIC TO ELDER ABUSE PREVENTION

The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report, (CDA 1037), by the 20th of the month following the end of each quarter.
HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
(HICAP)

HICAP is a consumer-oriented program providing Medicare and related health
insurance counseling and education using paid staff and trained volunteers. The
Program provides crucial education and assistance to individuals as they navigate
the complex decisions in selecting Medicare health insurance, a prescription plan, and
Medigap coverage.

HICAP offers the following services:
• Community Education about Medicare, including Medicare-related health
insurance, long-term care insurance, long-term care planning, and access to
Taking Care of Tomorrow, A Consumer’s Guide to Long-Term Care
• Individual Health Insurance Counseling about Medicare, including Medicare
Parts A and B, Medicare supplemental insurance plans (Medigaps), Medicare
Health Plan (Medicare Advantage and Prescription Drug Plan) comparisons,
Medicare Savings Programs, Extra Help with medication costs, Medicare and
Medi-Cal benefits for dual-eligible beneficiaries, and comparisons of long-term
care insurance policies
• Informal Advocacy Services for Medicare-related issues, including enrollment,
disenrollment from Medicare Advantage or Medicare Prescription Drug Plans,
claims, appeals, prescription drug exceptions, questions about hospital bills, and
other related insurance coverage issues
• Legal Assistance or Legal Referral to assist individuals with legal questions
related to their Medicare benefits