

OMBUDSMAN CONTRACT

Contractual Agreement Between The State of Oregon Long Term Care Ombudsman and Appointed Certified Ombudsman

I. IDENTIFICATION OF PARTIES

This contract is between the State Long Term Care Ombudsman, hereinafter referred to as the Ombudsman, and the appointed Designee, hereinafter referred to as the Certified Ombudsman.

II. PURPOSE

This agreement formalizes a relationship between the Ombudsman and Certified Ombudsman that will result in routine visitation of long term care facility residents and the identification, investigation and resolution of residents' problems. The Office of the Long Term Care Ombudsman serves as an educational resource, assists residents with participating more actively in determining the delivery of services and promotes rapport and trust between the residents, facility staff and the program.

III. OBJECTIVE

This contractual agreement establishes the responsibilities of each party and delineates those actions necessary to maintain this agreement.

IV. RESPONSIBILITIES OF EACH PARTY

A. Responsibilities of the Ombudsman:

1. Provide a certification training program necessary for the efficient and effective accomplishment of Certified Ombudsman duties as specified in this agreement.
2. Provide the supervision, technical assistance and support necessary to the Certified Ombudsman's successful completion of duties.
3. Provide the Certified Ombudsman with official identification, policies and procedures of program operation and record keeping forms.
4. Provide a continuing education program to enhance the knowledge and skills of the Certified Ombudsman.
5. Maintain all records submitted by the Certified Ombudsman.
6. Provide the Certified Ombudsman with legal advice when necessary.
7. Indemnify the Certified Ombudsman against tort liability when acting within the scope of official duties.

B. Responsibilities of the Certified Ombudsman:

1. Respond to all complaints or concerns brought by or on behalf of the residents of each assigned long term care facility. Refer complaints that cannot be resolved at the local level to the Salem office.
2. Abide by all rules, policies and procedures established by the Ombudsman pertinent to the role and function of the Certified Ombudsman, including facility visitation standards, continuing education and monthly reporting requirements.

3. Abide by all federal and state laws and regulations requiring the Certified Ombudsman to protect the confidentiality of residents and complainants.
4. Avoid even the appearance of a conflict of interest with long term care facility residents.
5. Make every effort to maintain a positive rapport with local aging services offices and other involved local agencies.

V. The Certified Ombudsman agrees to provide Ombudsman services to the residents of the following facility(ies) and other facilities to be assigned in the future:

Type	Name (Include address for adult foster homes)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

VI. LEGAL AUTHORITY

Authority for this contractual agreement is contained in ORS 441.100 - 441.133.

VII. POLICIES AND PROCEDURES FOR ELECTRONIC INFORMATION PROTECTION

The Certified Ombudsman understands that in his/her volunteer work for the Office of the Long Term Care Ombudsman (LTCO), he/she may create Electronic Protected Health Information and other Confidential Resident Information with his/her personal computer (PCs or laptops) using the LTCO's web-based Electronic Reporting System.

The Certified Ombudsman will not **store** any Electronic Protected Health Information or Confidential Resident Information (excluding email notifications) on his/her personal computer or any mobile or handheld computing devices (example: laptop, Personal Digital Assistant (PDA) iPhone® or Blackberry®).

The Certified Ombudsman will take all necessary precautions to insure that his/her personal computer, and any confidential information relating to a resident (including email notifications) are not intentionally or recklessly disclosed to anyone not specifically authorized by LTCO to view or receive such information.

By signing this contract, the Certified Ombudsman acknowledges that he/she has read, understood and agrees to follow LTCO policies and standards and has reviewed the Data Confidentiality Guidelines in Section VIII below.

The Certified Ombudsman will complete any required training prior to using the Electronic Reporting System.

VIII. DATA CONFIDENTIALITY GUIDELINES

Privacy and security of resident data is critical. As referenced above in this contract, some information obtained by a Certified Ombudsman is confidential pursuant to federal and state statutes, and must be protected.

The following guidelines are to be used when the Certified Ombudsman is entering data into the Electronic Reporting System. The Certified Ombudsman will:

- **NEVER** share his/her user number, user name or password information.
- **ALWAYS close a browser window WHEN HE/SHE WALKS AWAY FROM THE COMPUTER.**
- Maintain a private work area when using the Electronic Reporting System. Only the Certified Ombudsman should see the information on the computer screen. Reporting in a public place (coffee shop, library) is strongly discouraged.
- Ensure the integrity of the Certified Ombudsman's computer with up-to-date antivirus software.
- Not store any resident information in personal computer files other than in the Electronic Reporting System.

IX. RENEWAL OF THIS CONTRACT

This contract shall remain in force until terminated by either party.

X. TERMINATION OF CONTRACT

This contract may be terminated by either party by written notification of such desire. Termination will be effective on the date such written notification is received by either party.

XI. ACKNOWLEDGEMENT

We, the undersigned, do hereby acknowledge and accept the terms and conditions as set forth in the above contractual agreement.

Appointed Certified Ombudsman

Date

Mary Jaeger
State Long Term Care Ombudsman

Date