ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.

2. If the Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards" (procurement by contractors and subcontractors for nonprofit organizations), and 45 CFR 75.327 (procurement for State and local governments), as applicable.

3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.

4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:

    a. Not less than three (3) years from the date the Agreement terminates, where the amount of the Agreement, including the non-federal share, does not exceed $30,000.

    b. If the Agreement amount exceeds $30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional $10,000, or part thereof, to a maximum of $75,000.

    c. For Agreement amounts which exceed $75,000, the fixed period of time shall be no less than ten (10) years.

5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.

6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

7. Any agency awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the County Recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.

8. CDA will make funds available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.

9. The Contractor and/or Subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA § 373(d).

10. 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 subcontractors.

11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA § 373(b), and distinguished between "caregiver" and "grandparent" support services, as required for NAPIS.

12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "older relative caregiver" [OAA § 373(a)-(b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.

13. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.

14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services' Kinship Support Service Programs, the California Community Colleges' Foster and Kinship Care Education Programs, the Department of Developmental Services' Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

15. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

    93.041 Special Programs for the Aging-Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).

    93.042 Special Programs for the Aging-Title III B & VII-A, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2).

    93.043 Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services (Title III D).

    93.044 Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B).

    93.045 Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C).

    93.052 National Family Caregiver Support Program-Title III, Part E.

    93.053 Nutrition Services Incentive Program.

    "Cluster of programs" means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of "cluster of programs." When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the subcontractors of

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget,
[45 CFR 75 Requirements], Audits of States, Local Governments
45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations
45 CFR 75 Appendix IV to part 75 C. 2.a.

16. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:

    a. The Contractor or any subcontractors for any Title III or Title VII-A services shall not use means tests.

    b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.

    c. Methods used to solicit voluntary contributions for Title III and Title VII-A 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; and

        (iv) Establish appropriate procedures to safeguard and account for all contributions.

        (v) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

17. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by CDA.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

18. The Contractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery.

19. The Contractor, at a minimum, shall identify and make contact with its local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.

20. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.

21. The Contractor shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 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.

    c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.

22. The Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

23. The Contractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.

24. The Contractor shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J)] [OAA § 207(a)(3)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

25. The Contractor shall assure that the following publication conditions are met:

    Materials published or transferred by the Contractor and financed with funds under this Agreement shall:

    a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".

    b. give the name of the entity, the address, and telephone number at which the supporting data is available and

    c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

B. <u>Assurances Specific to the Ombudsman Program</u>

The Contractor shall assure the following:

1. Long-Term Care Ombudsman Services in the Planning and Service Area will be carried out by the agency that has been designated by the State Ombudsman to provide those services. [OAA § 712(a)(5)(A); 45 CFR 1324.13(c)]
2. The Local Ombudsman Program, , its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]
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)] [Welf. & Inst. Code § 9722(a)] [22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a)] [22 CCR 8020(b)]
4. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman. [OAA § 712(b)(1)(B)] [45 CFR 1324.11(e)(2)(iv)] [Welf. & Inst. Code § 9724]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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. [Welf. & Inst. 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 1324.13(c)(3)] [Welf. & Inst. 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 the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures.. [OAA §§ 705(a)(6)(C); 712(d)(2)] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]

8. 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 a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(7)] [45 CFR 1324.13(h)(10] [Welf. & Inst. Code § 9717(c)] [Statewide Standards for Legal Assistance in California]

9. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program 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 1324.13(f)]

10. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:

    a. All local staff that are wholly or partly funded by Ombudsman Program resources.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

b. Their titles/roles within the Program.

c. The number of hours per week charged to the Local Ombudsman Program for each position.

[45 CFR 1324.13(b),(c)]

11. The Local Ombudsman Program Coordinator will attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]

12. The Local Ombudsman Program Coordinator shall inform CDA/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 of 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 1324.19(b)(2)(i)]
[Welf. & Inst. 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 CDA. [OAA § 712(c)] [45 CFR 1324.13(d)] [Welf. & Inst. 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.

C. <u>Assurances Specific to Legal Service Providers (LSPs)</u>

In accordance with OAA § 731, the Contractor shall assure that the following conditions are met:

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.

3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.

4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.

5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.

6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, 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 Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.

9. Waiver of this section of the Contract may be obtained from CDA pursuant to Exhibit D, Article XV of this Agreement entitled, Amendments, Revisions, or Modifications.

ARTICLE II. REPORTING PROVISIONS

A. The Contractor shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Programs in accordance with CDA requirements. [Welf. & Inst. Code § 9102 (a)(5]

B. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.

ARTICLE II. REPORTING PROVISIONS (Continued)

1. Quarterly, the Contractor shall submit data reports for OAA-funded programs as follows:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

2. Annually, the Contractor shall submit performance reports as follows, or as instructed by CDA:

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the Contractor shall submit to the Data Team (DataTeam.Reports@aging.ca.gov), a written explanation including the reasons for the delay and the estimated date of submission.

4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (10) days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

C. Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Program services

The Contractor shall submit program data reports electronically as follows:

1. Upload the NAPIS State Program Report (SPR) to CARS at https://ca.getcare.com.

2. Submit the California Legal Services Quarterly Aggregate Report Form (CDA 1022) via email to DataTeam.Reports@aging.ca.gov.

3. Submit performance data reports quarterly.

4. Submit NAPIS SPR reports annually.

ARTICLE II. REPORTING PROVISIONS (Continued)

D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report in accordance with CDA requirements.

1. The Contractor shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.

   a. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via email to DataTeam.Reports@aging.ca.gov.

   b. The Annual Data Error Reports are due to CDA by a date specified by CDA, which can vary from year to year.

2. The Contractor shall review and verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy and make necessary corrections, in accordance with CDA requirements.

E. Reporting Provisions Specific to the Ombudsman Program

The Contractor shall take the following actions, or shall require its Subcontractor, the Local Ombudsman Program, to 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 30, and July 31). Upon request, aggregate data sent to the corresponding AAA.

2. 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 OSLTCO mailbox (stateomb@aging.ca.gov) with a copy to the AAA.

F. The Contractor shall have written reporting procedures specific to each program which include:

1. Collection and reporting of program data for the Contractor and Subcontractor.

ARTICLE II. REPORTING PROVISIONS (Continued)

2. Ensuring accuracy of all data from the Contractor and Subcontractor.

3. Verification of the Contractor and Subcontractor data prior to submission to the CDA Data Team.

4. Procedures for the Contractor and Subcontractor on correcting data errors.

5. A methodology for calculating and reporting:

   a. Total estimated unduplicated clients in each non-registered service.

   b. Total estimated unduplicated clients in all non-registered services.

   c. Total estimated unduplicated clients across all registered and non-registered services.

6. A performance data monitoring process.

G. The Contractor shall orient and train staff and Subcontractor staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data.

H. Reporting Provisions Specific to Title VII-A, Chapter 3 Elder Abuse Prevention

1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037) to the OSLTCO mailbox (stateomb@aging.ca.gov) on the following reporting due dates:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

2. The Contractor shall also enter the quarterly aggregate number of “Elder Abuse Prevention, Education and Training Sessions” and “Elder Abuse Prevention Educational Materials” into CARS on a quarterly basis.

ARTICLE II. REPORTING PROVISIONS (Continued)

3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

I. Reporting Provisions Specific to Title III C-2

The contractor shall provide quarterly data about their FY 2019-20 Title III C-2 Wait List(s), using a template provided by CDA, via email to CDANutritionandHealthPromotion@aging.ca.gov. The categories may include, but are not limited to the following:

- 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

ARTICLE III. APPEAL PROCESS

A. The Contractor may appeal an adverse determination as defined in 22 CCR 7702 using the appeal process established by CDA in 22 CCR 7700 through 7710. Such appeal shall be filed within thirty (30) days of receipt of CDA's notice of adverse determination.

B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and Title VII programs using the appeal process established in 22 CCR 7700 to 7710.

C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I § 9535(k), and as specified in the procurement documents and contracts of the Contractor.

D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

A. The Contractor shall submit a transition plan to the State within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII. of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:

1. A description of how clients will be notified about the change in their service provider.

ARTICLE IV. TRANSITION PLAN (Continued)

2. A plan to communicate with other organizations that can assist in locating alternative services.

3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

4. A plan to evaluate clients in order to assure appropriate placement.

5. A plan to transfer any confidential medical and client records to a new contractor.

6. A plan to dispose of confidential records in accordance with applicable laws and regulations.

7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]

8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.

9. Additional information as necessary to effect a safe transition of clients to other community service providers.

B. The Contractor shall implement the transition plan as approved by the State. The State will monitor the Contractor's progress in carrying out all elements of the transition plan.

C. If the Contractor fails to provide and implement a transition plan as required by Exhibit D, Article XII. of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

A. <u>Transition of Local Ombudsman Services</u>

1. The Contractor shall, upon receipt of notice of intent to terminate Ombudsman services by the subcontractor, notify the State Ombudsman in writing, within one (1) working day of the receipt of the notice.

2. The Contractor shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

a. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal (RFP). CDA shall allow the Contractor up to one hundred eighty (180) days to transition services to a new subcontractor.

b. Continue the provision of mandated Ombudsman services as a direct service of the Contractor. CDA shall allow the Contractor up to one hundred eighty (180) days to transition services from the Subcontractor to the Contractor.

B. Transition Plan

1. The Contractor shall submit a Transition Plan to the State Ombudsman within fifteen (15) days from the occurrence of any of the following:

a. The Contractor's receipt of written notice of the Subcontractor's intent to terminate Ombudsman services.

b. The Contractor's written notice to the Subcontractor of its intent to terminate the subcontract for Ombudsman services.

c. The Contractor's receipt of written notice of CDA's intent to terminate the Contract for Ombudsman services.

d. The Transition Plan shall be submitted to:

CDA OSLTCO
1300 National Drive, Suite 200
Sacramento, CA 95834
Attn: State Ombudsman

2. The Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:

a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to an RFP and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.

3. 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 change 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.

e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.

C. The Contractor shall implement the Transition Plan as approved by the State Ombudsman. The State Ombudsman will monitor the Contractor's progress in carrying out all elements of the Transition Plan.

D. 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 CDA to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.