

Department of Health, Executive Office on Aging

Long Term Care Ombudsman Program

INTRODUCTION and NEED (Kauai)

The Long-Term Care Ombudsman Program (LTCOP) was established by federal and state statutes. The LTCOP is housed within the DOH Executive Office on Aging. The LTCO identifies, investigates, and resolves complaints that are made by, or on behalf of residents, and related to action, inaction, or decisions that may adversely affect the health, safety, welfare, and rights of residents of long term care facilities such as nursing homes, adult residential care homes (ARCHs), expanded adult residential care homes (E-ARCHs), assisted living facilities, community care foster family homes (CCFFHs) and other long-term care settings.

The LTCO has responsibility for the residents in long term care facilities throughout the State. In Hawaii, there is one (1) full time civil service staff person to conduct all visits and to investigate and resolve complaints. The LTCOP staffing is unable to deliver services statewide as required by law. The LTCO will cover the City and County of Honolulu and provide oversight of the Counties of Kauai, Maui, and Hawaii. The LTCOP seeks contractors to act as representatives of the State (SLTCO) to assist with visits and investigations on the Neighbor Islands.

A. Service Specifications and Requirements

The Contractor shall meet the following criteria:

1. Possess a college degree, with preference given to degrees in Social Work or the Humanities. Work or volunteer experience as an ombudsman may be considered in place of a four-year degree.
2. Must have past work experience, or be familiar with, long term care facilities and have knowledge of federal and state rules and regulations, with an emphasis on **Residents Rights**.
3. Must agree to follow the LTCO Program (LTCOP) "*Policies and Procedures*." The P&P are attached as Exhibit "A"
4. As a *representative* of the SLTCO, the contractor must dress and behave professionally and in a manner, that always shows respect to residents, their families and facility staff.
5. Shall adhere to *Confidentiality* of all information that is uncovered and documented. The confidentiality of ALL residents' information is critical and only to be shared with the LTCOP, or as directed by the SLTCO. *The confidentiality of the residents must be kept even after this contract expires.*
6. Must be able to meet all the Ombudsman application requirements (reference checks, TB clearance, criminal background checks, conflicts of interest, etc.) and agree to be trained and certified as an Ombudsman.
7. Must be able to travel to all the long-term care facilities in that county or the designated areas the Contractor defines to serve. The cost of travel shall be included in the overall price of the contract. Reimbursement for mileage will NOT be provided.

8. Must be able to use all five (5) senses to assess a resident's condition.
9. Shall have a **designated phone line** and email address for residents/family/responsibly party/staff to call contractor.

B. Geographic coverage of service

The expectation is that CONTRACTOR(s) will be available in the County of Kauai to the residents serviced by the LTCOP.

C. Tasks and responsibilities

The deliverables in the contract shall not be assigned, transferred, or delegated to another party without the express prior written consent of the Department and the SLTCO.

1. Must conduct, at a minimum, **monthly visits** to 5 nursing homes and 1 assisted living facility and at least **monthly visits** to 9 adult residential care homes/expanded adult residential care homes and 21 community care foster family homes to provide access to Ombudsman services and monitor conditions pertaining to the health, safety, welfare and rights of the residents.
2. Shall conduct additional visits as necessary if **investigating complaints**. Must be able to process complaints and refer to the SLTCO for assistance.
3. Must facilitate at least **one [annual] Resident Council and one Family Council**, where they exist. This can be done on the same day as a visit or investigation. Can request facility to schedule RC and FC on same day but different time.
4. Must provide at least **one annual staff in-service on the LTCOP to every long-term care facility**. Continuing education is a staff requirement. This can be done during a regular visit.
5. Must participate in the **monthly volunteer meetings** with the SLTCO staff. (This may be by webinar.)
6. Participate in telephone conference with **SLTCO weekly** to review the status of the scope of work and to discuss completed visits.
7. Must provide 1 **Community Education** presentation **quarterly**. (Possible sites include the **AAA/ADRC, RSVP, Mayor's Office, County Council, AARP, Rotary Clubs, churches, etc.**)
8. Must maintain **contact with the ombudsman volunteers** for that county.
9. Engage in advocacy at the federal and state level as requested by the SLTCO, and time permitting.
10. Must be willing to **engage/partner with other state and non-profit agencies** that advocate for seniors as needed and when appropriate.
Must develop a working **relationship with the county area agency on aging (AAAs)** – use of meeting room, recruitment of volunteers, expansion of program, ADRC referrals, publicity on AAA websites and newsletters, etc.
11. Must help **recruit, mentor and support volunteers** and refer to state Volunteer Coordinator for training and facility placement. Providing presentations to organizations like RSVP, Aloha United Way, Hands on Maui, places of worship, as well as reaching out to military spouses stationed here can help with recruitment.

D. Administrative Requirements

Must use the Activity sheet and DAR sheet (for cases) provided by the SLTCO.

All contacts, visits, cases, information, referrals, community education, meetings, etc. are to be documented in OmbudsManager for review by SLTCO.

Hardware/software requirements: Must have a computer for **entering OmbudsManager data weekly**. Software/training will be provided. (This information is shared with state surveyors prior to annual inspections.) See Exhibit B.

Compensation and Payment: The compensation for the **tasks and responsibilities outlined above may not exceed \$24,999**.

Procedure to invoice: Contractors may bill monthly based on contractor's invoice verified by documentation in a format to be determined by the LTCOP.

Project Period: June 30, 2018 through June 30, 2019

Single or multi-term contracts to be awarded
(Refer to HAR §3-149-302)

Single term (2 years or less)

Multi-term (more than 2 years)

Contract terms: 12 months only