



**LONG TERM CARE OMBUDSMAN PROGRAM  
REQUEST FOR PROPOSALS (RFP)  
July 1, 2019 – June 30, 2022**

FOR SERVICES FUNDED UNDER THE UNITED STATES  
ADMINISTRATION FOR COMMUNITY LIVING (ACL),  
ADMINISTRATION ON AGING (AOA), PURSUANT TO THE OLDER  
AMERICANS ACT  
OF 1965, AS AMENDED IN 2016

**Kentucky State Long Term Care Ombudsman (SLTCO)**

Kentuckiana Regional Planning and Development Agency (KIPDA)  
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Serving the counties of Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer and  
Trimble

**BIDDER'S MEETING**

**February 13, 2019, 3 p.m. (Eastern Time)**

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**REQUEST FOR PROPOSALS (RFP)**  
**LONG TERM CARE OMBUDSMAN and ELDER ABUSE PREVENTION SERVICES**

**KIPDA Mission Statement:** *The mission of KIPDA Area Agency on Aging and Independent Living is to promote and ensure meaningful, timely person-centered services are available for all seniors, persons with disabilities, and caregivers to improve their health, safety and overall well-being, and to provide leadership to the aging network through planning and coordination.*

**Kentucky Long-Term Care Ombudsman Mission Statement:** *The mission of the Kentucky Long-Term Care Ombudsman Program is to work to improve the lives of all residents by enhancing the quality of life, improving the quality of care, protecting the individual rights and promoting the dignity of each resident that resides in a long-term care facility.*

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**I. INTRODUCTION AND STATEMENT OF PURPOSE**

In accordance with Administration for Community Living (ACL), Administration on Aging (AOA), pursuant to the Older American's Act of 1965 (amended 2016) and Regulations thereto, Kentuckiana Regional Planning and Development Agency (KIPDA) is the designated Area Agency on Aging in the KIPDA Region. The Area Agency on Aging and Independent Living (AAAIL) by the Department for Aging and Independent Living is responsible for administering federal and state-funded programs and services for individuals age 60 and older.

KIPDA is seeking applications from organizations interested and capable of providing advocacy services to residents of area long-term care facilities as directed by the Office of the State Long Term Care Ombudsman. Applicants are invited to submit a proposal that meets the service requirements and proposal specifications and addresses all components of this service for the entire KIPDA region. Applications will not be accepted for less than regional coverage. KIPDA anticipates awarding one (1) contract for the provision of Long-Term Care Ombudsman services throughout the KIPDA region. Approximately **\$235,000** is estimated to be available for the provision of ombudsman services, contingent upon availability of funding. The total allocation will potentially consist of federal and state funds. The provider chosen to conduct

ombudsman services on behalf of seniors in the KIPDA region will be required to provide a 15% match for OAA (federal) funds.

The successful applicant will be awarded a contract to provide services from July 1, 2019 – June 30, 2020. KIPDA has the option to extend the provision of services for subsequent fiscal year(s) through the procurement period, contingent upon the availability of funding, satisfactory performance of services, compliance with provisions of the awarded contract and mutual agreement by both parties. KIPDA reserves the right to extend the procurement period as necessary to ensure the continuous delivery of services to seniors in its region. Applicants must meet the criteria set forth in this request and other specifications as indicated.

**Procurement Period: FY 2020 – FY 2022**

<b>Fiscal Year</b>	<b>Period of Contracts</b>
FY2020	July 1, 2019 – June 30, 2020
FY2021	July 1, 2020 – June 30, 2021
FY2022	July 1, 2021 – June 30, 2022

## **II. KIPDA REGIONAL INFORMATION**

The KIPDA Area Agency on Aging and Independent Living service area is comprised of the following counties: Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer and Trimble. According to the US Census Bureau, population data provided by Kentucky Data Center 2012 Estimate, approximately 21% of all persons living in the KIPDA region are 60 years old and older and 23.53% of all persons in Kentucky who are 60 and above live in the KIPDA region. Another perspective is that 18% of all persons in Kentucky who are 60 and older live in Jefferson County. Of all seniors, age 60 and up, in the KIPDA region, 78.8% reside in Jefferson County and 21.09% of the seniors in the KIPDA region reside in the rural counties of Bullitt, Henry, Oldham, Shelby, Spencer and Trimble. Approximately, 9.6% of older persons in the region are low income and 19.1% of low-income seniors are minorities. Minority seniors represent 16.6% of the total senior population the KIPDA region. The population in the region is very diverse and represents a wide range of demographics, needs and interests of older adults and persons with disabilities. Kentucky has the second highest percentage of people with disabilities in the entire nation. The Kentucky Data Center’s KIPDA Region Profile indicates that 31.5% of the population in the region has a disability; and 40.41% of persons 65 and older in the region has a disability. For current regional data, please see <http://kipda.org> and look for the PDS version of “Planning for the Future of Our Communities Needs Assessment” for more details.

## **III. ELIGIBLE POPULATION TO BE SERVED**

Individuals who are residents of long-term care facilities, and their families, in the KIPDA region are eligible to receive District Ombudsman and Elder Abuse Prevention Services.

Residents and family members will not be assessed a fee for services provided by the District Ombudsman and certified staff and volunteers. In FY 2018, the KIPDA District LTCOP served 104 facilities comprised of 7,936 beds.

#### **IV. MINIMUM REQUIREMENTS TO APPLY**

Organizations wishing to submit proposals must meet the minimum requirements prior to submission of a proposal:

- A. Financial Capability – Organizations must demonstrate financial solvency and be capable of supporting the programs and services described in its proposal. Organization must have a financial management system established and capable of tracking revenue and expenditures by funding stream, including tracking staff time charges by program.
- B. Eligible to Conduct Business in Kentucky and with the Federal Government – Organizations shall either be registered with the Secretary of State's Office if incorporated, possess a current 501(C)(3) certificate to conduct business as a not-for-profit organization, or shall possess a Business License issued by the Commonwealth of Kentucky. Additionally, organizations shall not be barred from conducting business with the Federal Government as presented on the Federal Debarment and Suspension list. Organizations shall possess a Federal and State tax identification number.
- C. Experience – The applicant is experienced in the delivery of Long-Term Care Ombudsman services for human service programs, and be able to provide evidence of sustainability in providing evidence-based and/or health promotion programs. (at least three (3) years of experience is preferred)
- D. Reporting and Computer Systems – Organization possesses computer hardware and software that meets the minimum standards established by KIPDA for purposes of reporting and communicating electronically. Organization is capable of developing or currently has in place a reporting system to provide information regarding the units of service, number of KIPDA participants served, demographic data regarding those served, record of outcomes and time records for each service delivered. Organization will utilize regional information data system (SERV tracker).
- E. Match – Organization is able to provide the minimum required match (15%) toward the overall cost of the program. Match can be either cash or in-kind third-party contribution as defined in the budget section of the proposal.
- F. Partnership - Accessing additional funds including fundraising to supplement public funding is encouraged. Details regarding planned events or methods of collecting and usage of additional funds is at the discretion of the organization, but mandatory for review during the procurement process.
- G. Facilities and Equipment – Applicant facilities or equipment used for direct services shall meet federal statutory and regulatory accessibility requirements, safety standards and OSHA standards for safety and cleanliness.

- H. Staffing – Staff are available to deliver the services as proposed, have completed a criminal records check with a clean record prior to hire, and are licensed or trained as necessary to complete the service to be delivered.
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## V. TIMELINES

KIPDA will attempt to adhere to the evaluation and decision schedule but reserves the right to modify timeframes if in the best interest of the Agency and satisfactory completion of the procurement process.

<b>February 4, 2019</b>	<b>Request for Proposals released.</b>
<b>February 13, 2019</b>	<b>Mandatory Bidder's Meeting at KIPDA <u>February 13, 2019 at 3:00 p.m. (Eastern Time)</u>. Only organizations that attend the bidder's meeting may apply for Long Term Care Ombudsman Services funds under this RFP notice.</b>
<b>February 19, 2019</b>	Applicant inquiry period concludes on February 19, 2019 by close of business. This period allows written contact with KIPDA for asking questions regarding the application and process. Written questions (fax or mail) must be submitted to Barbara Gordon or emailed to her at <a href="mailto:Barbara.gordon@kipda.org">Barbara.gordon@kipda.org</a> .
<b>February 25, 2019</b>	Proposal must be received at KIPDA to <a href="mailto:KipdaDSS.procurement@kipda.org">KipdaDSS.procurement@kipda.org</a> or at the receptionist desk by <b>12:00 Noon (EASTERN TIME)</b> . Organizations may submit applications using one method (hand-delivered or e-mail).
<b>March, 2019</b>	Evaluation Team reviews and scores proposals
<b>April, 2019</b>	Funding Committee of Advisory Council meets
<b>April, 2019</b>	KIPDA Board considers proposals

**Proposal Submissions:** KIPDA established a deadline for submission of proposals at **12:00 noon, (EASTERN TIME) on February 25, 2019.**

Proposals may be submitted in the following methods: 1) Electronic (e-mailed) submission to be received at the following address with all specified attachments at [KipdaDSS.procurement@kipda.org](mailto:KipdaDSS.procurement@kipda.org) no later than the scheduled deadline of **12:00 noon (EASTERN TIME), February 25, 2019;** or 2) or receipt at the receptionist desk of the KIPDA Office no later than scheduled deadline, **12:00 noon, February 25,**

**2019.** All proposals will remain unopened until the deadline of submission has elapsed. The Executive Director of KIPDA, or designee, will open proposals.

**Proposals submitted after the established deadline will not be accepted.**

Upon completion of the opening, proposals will be reviewed for general responsiveness. Non-responsive proposals will not be reviewed with applicants notified in writing of non-responsiveness and non-review of proposal. Responsive proposals will be reviewed according to the established schedule and criteria with final consideration of proposals by the KIPDA Board of Directors.

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## **VI. GUIDELINES FOR SUBMITTING PROPOSALS**

### **A. Procurement Process and Requirements**

#### ***Rules of Procurement***

To facilitate this procurement, various rules have been established. These are described in the following paragraphs. The Second Party (Provider)s should review and comply with the General Conditions and Instructions for submission of proposals and inquiry period to ask questions. After the inquiry period has elapsed, subsequent questions will not be addressed by KIPDA management, staff or council members.

The procurement process will provide for the evaluation of proposals and selection of the proposals to be selected for award. KIPDA anticipates the selection of multiple organizations to serve in the capacity of a LTC Ombudsman provider and clients will be able to choose among a pool of eligible and contracted organizations to provide in home care as prescribed in the care plan.

#### ***Approach***

The Kentuckiana Regional Planning and Development Agency (KIPDA), in the exercise of its lawful duties, has determined that the services outlined in this proposal are necessary for the performance of the statutory and regulatory requirements of KIPDA. KIPDA has concluded that either state personnel are not available to perform these services, or it would not be feasible to utilize state personnel to perform these services. Additionally, a Second Party (Provider) is available and qualified to perform these services; and, for the before-stated reasons, the state agency desires to avail itself of the services of a Second Party (Provider).

The procurement process will provide for the evaluation of proposals and selection of the winning proposal in accordance with State law and regulations. KRS Chapter 45A of the Kentucky Model Procurement Code provides the regulatory framework for the procurement of services by State agencies. See 45 CFR 74.326-335; 45 CRF 74, Appendix II for Federal guidelines for "Contract Provision for Non-Federal Entity Contracts under Federal Awards".

### ***Independent Price Determination***

A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other bidding entity or with any competitor. In addition, the bidding entity is prohibited from making multiple proposals in a different form.

The bidding entity must include a certified statement in the proposal that the price was arrived at without any conflict of interest, as described above (Assurances Section). Should a conflict of interest be detected at any time during the contract, the contract shall be null and void and the Second Party (Provider) shall assume all costs of the project until such time that a new Second Party (Provider) is selected.

### ***No Contingent Fees***

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the bidding organization or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, KIPDA shall have the right to reject the proposal or cancel the contract without liability.

### ***Cancellation of This Solicitation***

In accordance with KRS 45A.105 and KIPDA policies and procedures, this Request for Proposals may be canceled at any time and for any reason, or all bids or proposals rejected, if it is determined in writing that such action is in the best interest of KIPDA. Receipt of proposal materials by KIPDA or submission of a proposal to KIPDA confers no rights upon the Proposer nor obligates KIPDA in any manner.

### ***Cost of Preparing Proposal***

Costs for developing the proposals are solely the responsibility of the Offerors. KIPDA will provide no reimbursement for such costs.

### ***EEO Requirements***

The Kentucky EEO Act, KRS 45.560-45.640, applies to all State government projects with an estimated value exceeding \$500,000.00. The Second Party (Provider) shall comply with all terms and conditions of the Act. Organizations submitting proposals will be required to certify in the assurances that it has complied with and adheres to the provisions of KRS 45.560 – 45.640.

### ***Waiver of Minor Irregularities***

KIPDA reserves the right to reject any offers and to waive informalities and minor irregularities in offers received providing such action is in the best interest of KIPDA. Where KIPDA may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the bidding organization from full compliance with the RFP specifications and other requirements if the bidding organization is awarded the contract.

### ***Clarifications of Proposal***

KIPDA reserves the right to request additional information as may reasonably be required for selection, and to reject any proposals for failure to provide additional information on a timely basis. KIPDA reserves the right to conduct discussions with any bidding organization who has submitted a proposal to determine the bidding organization's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.

### ***Best and Final Offers***

KIPDA reserves the right at its discretion to request a Best and Final Offer (BAFO) for technical and/or cost proposals. Bidding organizations are cautioned to propose their best possible offers at the outset of the process, as there is no guarantee that any Offeror will be allowed an opportunity to submit a Best and Final technical and/or cost offer.

### ***Rules of Withdrawal of Proposals***

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the Sole Point of Contact listed on the Cover Page.

### ***Disposition of Proposals***

All proposals become the property of KIPDA. The successful entities' proposals will be incorporated into the resulting contract by reference. Disposal of unsuccessful proposals shall be at the discretion of the Director of Social Services.

### ***KIPDA's Right to Use Proposal Ideas***

KIPDA shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposals received in response to the RFP. Selection or rejection of the proposal will not affect this right.

### ***Confidentiality of Contract Terms***

The Second Party (Provider) and KIPDA agree that all information communicated between them before the effective date of the Contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the Contract by all Parties, terms of the contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes. The Second Party (Provider) shall have an appropriate agreement with its Subcontractors extending these confidentially requirements to all Subcontractors' employees.

### ***Prohibitions of Certain Conflicts of Interest***

In accordance with KRS 45A.340, the Second Party (Provider) represents and warrants, and KIPDA relies upon such representation and warranty, that it presently has no

interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The Second Party (Provider) further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040 (4), the Second Party (Provider) agrees that it shall not knowingly allow any official or employee of KIPDA who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the company prior to the completion of the contract.

***Sworn Statement Regarding Violations of Kentucky Revised Statutes***

Pursuant to KRS 45A.485, Second Party (Provider)s are required to reveal final determinations of violation of certain statutes incurred within the last five years and be in continuous compliance with those statutes during the contract. Where applicable, the Second Party (Provider) is required to complete and submit the Sworn Statement Regarding Violations of Kentucky Revised Statutes with the Technical Proposal.

***Open Records Law***

Requests for bid/contract information shall comply with the Kentucky Open Records Act (KRS 61.870 to 61.884).

***Deviations to Provisions of the Solicitation***

The provisions appearing elsewhere in this Request for Proposals (RFP) shall become a part of any resulting contract. Any deviations from the provisions of the RFP must be specifically identified by the Second Party (Provider) in its proposal, which if successful, shall become a part of the Contract. Such deviations shall not be in conflict with the basic nature of the technical and cost requirements of this RFP. Deviations must be submitted as stated in Section 4 of this Solicitation. KIPDA reserves the right to reject any and/or all deviations in whole or in part.

***Second Party (Provider) Response and Public Inspection***

The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. KIPDA will not disclose any portions of the proposals prior to contract award to anyone outside KIPDA, representatives of the agency for whose benefit the contract is proposed, representatives of the Federal Government, if required, and the members of the evaluation committees. After a contract is awarded in whole or in part, KIPDA shall have the right to duplicate, use, or disclose all proposal data submitted by Second Party (Provider)s in response to this RFP as a matter of public record.

Any and all documents submitted by a Second Party (Provider) in response to the RFP shall be available for public inspection after contract award. No such documents shall be exempt from disclosure under the Kentucky Open Records Act regardless of the Second Party (Provider)'s designation of the information contained therein as proprietary, confidential, or otherwise. Therefore, KIPDA will not redact or withhold any

documents submitted in response to the RFP if a request to inspect these records is made.

KIPDA shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejections of the proposal will not affect this right.

- (a) Is authorized to transact business in the Commonwealth; and
- (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (c) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of the qualifications to apply. Bidding entities must be registered and eligible to do business in Kentucky as defined through the Secretary of State.

## **A. Communications and Proposal Submission Criteria**

### ***Issuing Office***

Kentuckiana Regional Planning and Development Agency (KIPDA) is issuing this RFP on behalf of the Division of Social Services. KIPDA is the only entity authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this RFP.

### ***Restrictions on Communications***

The Director for the Division of Social Services listed on the Title Page shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular mail, express mail, electronic mail, or fax), concerning this procurement shall be addressed to them. From the issue date of this RFP until a Second Party (Provider) is selected and the selection is announced, Offerors are not allowed to communicate with any staff, Board or Advisory Council members concerning this RFP.

*NOTE: KIPDA reserves the right to reject the proposal response for any violation of this provision.*

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## **VII. CONTRACT INFORMATION**

### **1. Basis of Contract**

Proposals will be evaluated based on: response to implementation of services consistent with the initiatives identified in the proposal, reasonableness of cost, experience and establishment of partnerships. The evaluation document will be distributed to parties attending the bidder's meeting. Applicants awarded a contract to conduct Title III-B Ombudsman, Title VII Elder Abuse and Ombudsman Programs, and SLTCO services will be funded for the period **July**

**1, 2019 - June 30, 2020.** KIPDA has the option to extend contracts through the end of the procurement period contingent upon satisfactory performance of services, availability of funding, and authorization by KIPDA. KIPDA reserves the right to negotiate any terms, conditions, and payment methods with successful applicants as appropriate. The contract and payment will be made to successful bidders on a cost reimbursement basis established and agreed upon by both parties. KIPDA reserves the right to modify provider payment structures as determined necessary. KIPDA may accept or reject any and all proposals and accept proposals most advantageous to KIPDA in carrying out the goal of the program. Applicants will be notified in writing of approval or denial of funding.

2. Subcontracting

**Subcontracting of services in whole or in part will not be permitted without prior approval from KIPDA. Applicants shall submit a copy of all subcontracts applicable to the services to be delivered with the submission of the proposal.**

3. Post-Contract Audit

Office of Management and Budget A-133 audit requirements apply for all federally-funded programs. Applicants receiving less than \$500,000 in federal funds, but more than \$50,000 in State funds will be required to have an audit conducted in compliance with Governmental Auditing Standards.

4. Pre-Contract Costs

Unless the applicant receives written approval from KIPDA's Executive Director, all costs incurred prior to the date of the contract award are not allowable for reimbursement from KIPDA through this process.

5. Availability of Funds

KIPDA has no legal liability for payment of funds or award of a contract until funds are made available to KIPDA for this procurement and notice of such availability, to be confirmed in writing by the Executive Director of KIPDA, is provided to the Contractor.

6. **Ex parte Contact**

Contact by an applicant with any member of the KIPDA Aging Advisory Council, KIPDA staff and/or KIPDA Board of Directors ~~in an effort~~ to provide information or influence a recommendation outside a scheduled public meeting established by KIPDA **shall be grounds for disqualification of the proposal from further consideration of funding.**

7. **Reporting Requirements:** Successful applicants will be expected to complete monthly and quarterly program and financial reporting documents. Further, client intake forms containing information necessary to meet Federal reporting requirements will be necessary for each client served. As service units are delivered throughout each month, successful applicants will be required to

maintain documentation to validate service units (time records per day) and complete data entry of service units and client information will and complete all data entry by the 6<sup>th</sup> day of each month following the month for which activity is reported. KIPDA will post service records in the electronic system on the 7<sup>th</sup> day following the end of each month for which activity is reported. Quarterly reports will contain statistical and program summary information to evaluate the continued effectiveness of services. Reporting requirements will include the following:

- a. **Number of unduplicated clients served and service units delivered monthly;**
  - b. **Signed billing reports submitted to KIPDA upon completion of specific projects;**
  - c. **Document, retain and submit match (minimum 15% match requirement) and program income source documentation to validate allowable match and program income;**
  - d. **Final program performance report to document services delivered and final outcomes in accordance with the final negotiated project and include results of client satisfaction or evaluation (Evidence Based Projects) results. The final report shall contain a summary of services and units of service delivered, performance data, and other information related to the delivery of services;**
  - e. Additional information may be requested as necessary for KIPDA to meet its reporting requirements to DAIL and Federal Authorities.
8. **Performance-Based Penalties:** KIPDA reviews performance on a regular basis. In the event of underperformance or non-performance, KIPDA will work with the contracted organization to resolve the performance issue. KIPDA reserves the right to amend and revise provider contracts including the recoupment of or reduction in funding.

## **VIII. PROGRAM DESCRIPTION**

In compliance with Titles III and VII of the Older Americans Act and 910 KAR 1:210 the Department for Aging and Independent Living (DAIL), Cabinet for Health and Family Services in the Commonwealth of Kentucky operates the **Long-Term Care Ombudsman Program (LTCOP)**. The LTCOP protects and seeks to improve the quality of care and quality of life for residents of long-term care facilities through advocacy for and on behalf of residents. Through the promotion of community awareness and involvement the LTCOP will advocate annually by raising public awareness and providing education regarding issues affecting residents of long-term

care facilities that include elder abuse, policy and legislative issues. Through DAIL, the State LTCOP is contracted to administer and carry out the mandates of the Older Americans Act as amended in 2016, as well as federal regulations as promulgated, and state policies as issued. Through the State LTCOP, a District LTCOP is established in each Kentucky AAAIL District, to implement and oversee the implementation of Ombudsman Services. The KIPDA District LTCOP provides all reports and information to both KIPDA and the State LTCOP that are necessary to meet Federal and State reporting requirements.

The State, Regional and District LTCOP and certified volunteer ombudsmen are authorized to investigate and resolve complaints made by or on behalf of residents of long-term care facilities. These authorized individuals are responsible for pursuing administrative, legal or other appropriate remedies on behalf of residents of long-term care facilities, in order to resolve the complaint to the resident's satisfaction.

Locally, the District LTCOP is designated to implement and oversee Ombudsman Services in the KIPDA region in accordance with State regulations. The District LTCOP represents the residents through a network of certified staff and volunteers who report to the KIPDA District Ombudsman. Outreach and advertisement of the LTCOP are conducted by the District Ombudsman through community presentations, education, printed advertisements to the community; particularly to senior citizens groups, churches, doctors, hospital social services, hospital administrators, drug stores, public services groups, and civic organizations.

The District LTCO is responsible for establishing a network of trained and certified staff and volunteers to serve as Ombudsmen throughout the KIPDA region. The District Ombudsman must utilize resources such as community education, outreach to churches and civic organizations, college student and community partners, etcetera to expand and enhance the program each year. Certified staff and volunteers establish a contact person in each long-term care facility and set up a reporting mechanism for complaints. Staff and volunteers will complete at least one (1) non-complaint related visit to the long-term care facilities to which they are assigned.

**The District Ombudsman will ensure that:**

1. All staff and volunteers hired as of January 1, 2016 will receive a both a criminal background check and a Nurse Aide Abuse Registry check along with any additional background checks required by law. All staff and volunteers are also required to complete and return a Conflict of Interest and Confidentiality Form annually.
2. An Advisory Council is established and expand upon that will provide advice regarding the planning and operation of the program, enhance community understanding and purposes of services and act as a multidisciplinary team to assist in obtaining resources to benefit residents of long-term care facilities.
3. Residents are informed of their rights through visits, presentations, printed information on important issues and instructions for residents on reporting and filing complaints.

4. Complaints are addressed with an initial investigation within 48 hours of registered complaint.
5. Resources are available and updated regarding the methods on how to select a nursing home;
6. In-service training will be provided at long-term care facilities and civic organizations on the residents' rights, and how to recognize and report elder abuse.
7. Each Long-Term Care Facility within the district receives at a minimum of one (1) non-complaint related visit every ninety (90) days by a Certified Ombudsman or Friendly Visitor.
  - a. If a facility is deemed a "special focus facility" it is required that the DLCTO or a Certified Ombudsman visit the facility twice monthly and document the visits within the designated reporting program.
  - b. During a facility closure the DLCTO or designated Certified Ombudsman staff/volunteer shall be on site daily until the last resident is transitioned.
8. Mandatory trainings are attended by the DLCTO including Long-Term Care Program trainings and any additional trainings required by KLTCO or DAIL.
  - a. Training opportunities should also be allowed for volunteer Ombudsman candidates at least one time per quarter.
9. That documentation of the number of training sessions for new Certified Ombudsman or volunteers in the required reporting system for the federal fiscal year. Documentation will show that one hundred percent (100%) of Certification Training provided meets the minimum requirement of twenty-four (24) hours of Certification Training.
10. Continuing education is provided to Certified Ombudsman and volunteers, excluding Certification Training, to ensure volunteers are aware of ongoing developments and skills needed to maintain health, safety, welfare, and rights of residents. District programs will provide a minimum of four (4) hours continuing education to certified Ombudsman and Volunteers. These trainings may coincide with Advisory Council meetings.
11. The public stays advised regarding Federal, State and local inspection reports and advertises the availability of these reports to community organizations, family members, consumers and the public.
12. Continuous Community Outreach and engagement with community partners to gain knowledge of community resources and services and the ability to inform and educate residents, sponsors, organizations, and the long-term care industry, and the general public on issues affecting the long-term care systems, the Ombudsman's Program, residents' rights and concerns per *910 KAR 1:210 Section 4 (2)*
13. The resolution rate for each district program shall be seventy percent (70%) or higher each quarter. If the district program is not at seventy percent (70%) the district program shall submit a plan to both KIPDA and the KLTCO to increase the resolution rate for the next quarter.
14. That a Certified Ombudsman or a LTCOP representative, at a minimum, attends one (1) nursing facility resident council meeting annually for every facility that has a council established in the district.

15. That, at a minimum, at least one (1) certified staff or volunteer ombudsman shall attend one nursing facility resident council meeting per month, which may coincide with a routine visit
16. Participation in systems advocacy annually by raising public awareness and providing education regarding issues affecting Long-Term Care residents including policy and legislative issues.
17. There shall be staff support as needed for the operation of the LTCO program such as custodial, fiscal management, clerical and telephone coverage

## IX. SERVICE DEFINITIONS

1. **Certified Ombudsman** means a person who has received formal training from state approved curriculum regarding the Ombudsman program and has received certification by the Kentucky Long-Term Care Ombudsman.
2. **Disaster** means floods, tornadoes, earthquakes, droughts, extreme heat/cold, fires, chemical spill, power outages in excess of 10 hours, ice storm, severe thunderstorms, wind, hail storms, contaminated water, pandemic flu, nuclear war, radioactive waste leaks, snow storm, public health emergency, terrorist attacks, accidents, or explosions which result in the halt or temporary discontinuation of services.
3. **District Long-Term Care Ombudsman (DLTCO)** means the individual certified by the Kentucky Long-Term Care Ombudsman to implement the Ombudsman provisions of the approved contract agency as defined in 910 KARE 1:210 Section 1(10).
4. **Facility** means a Personal Care Home, Family Care Home, Nursing Home, Skilled Nursing Home, and Intermediate Care Facility (ICF).
5. **Friendly Visitor** means a volunteer of the LTCOP that completes training from a state approved curriculum of a minimum of 1 hours of classroom training and participates in facility visitation(s) with the DLTCO, which shall include face-to-face resident conversations and interaction. Friendly visitors only provide visitation to resides in Long-Term Care facilities.
6. **Kentucky Long-Term Care Ombudsman Program (KLTCOP)** means the provisions or Ombudsman services to Kentuckians residing in long-term care facilities as defined by statute.
7. **Local Coordinating Council on Elder Abuse (LCCEA)** is a partnership between the Area Agencies on Aging and Independent Living and the local Adult Protective Services. These meetings will assist staff to develop and to build a community wide system of elder abuse prevention and intervention, identify, coordinate roles and services of local agencies, monitor, evaluate and promote services and serve as a clearinghouse for information on elder issues.
8. **LTCOP** means Long-Term Care Ombudsman Program
9. **Ombudsmanager** means a Harmony data system used to record and report data collected by the LTCOP.
10. **Protection & Advocacy Interim Settlement Agreement Meetings** means a group of agencies including Protection and Advocacy, the Long-Term Care Ombudsman Program, Guardianship, and Behavioral Health that completes case

reviews of persons with serious mental illness (SMI), who currently live in a Personal Care Home (PCH), or who are at risk of entry into a PCH, and who qualify for the state supplement to be provided services in the most integrated setting.

**11. Title VII Ombudsman** means a program which provides services to assist resident in protecting the health, safety, welfare and rights of Kentuckians residing in long-term care facilities pursuant to the OAA.

## **X. SCOPE OF WORK**

KIPDA is seeking proposals from organizations capable of providing Ombudsman services in the KIPDA region in accordance with Title III-B and Title VII of the Older Americans Act and the State Long Term Care Ombudsman program as regulated under 910 KAR 1:120. The counties served include the Kentucky counties of Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer and Trimble.

The purpose of the Ombudsman program is to advocate for residents of long-term care facilities and residents of family care homes by notifying residents and family members of their rights; investigate and resolve complaints by or on behalf of older individuals who are residents of long-term care facilities. In accordance with Title VII within the OAA the LTCOP will also provide services to assist resident in protecting the health, safety, welfare and rights of Kentuckians residing in long-term care facilities. The District Ombudsman is the individual responsible for implementation and oversight of these services in addition to providing public information and education on Ombudsman services, elder abuse prevention and establishing a network of volunteers to become trained ombudsmen. Approximately 10 Family Care Homes and 36 freestanding Personal Care Homes, 10 ICF/MR facilities and 60 Long-Term Care Facilities operate in the KIPDA Region. The District Long Term Care Ombudsman is responsible for providing services for approximately 7,957 individuals residing in these facilities.

An important component to assuring the success of the program is the establishment of a large, well-trained number of Volunteer Ombudsmen. The District Long Term Care Ombudsman will have the responsibility for the recruitment and supervision of Volunteer Long Term Care Ombudsmen sufficient in number to insure the provision of Ombudsman services to each facility within the area served by KIPDA. It is the expectation of KIPDA that the District Ombudsman will not maintain the established number of Volunteer Ombudsmen but will expand this number through volunteer recruitment efforts.

### **A. RESPONSIBILITIES OF SUCCESSFUL APPLICANTS**

The selected applicant will provide long-term care ombudsman services to residents of long-term care facilities or persons applying for residency in a long-term care facility and their families as follows:

1. Operate the District LTCOP in accordance with State and Federal laws, regulations and policies.
2. Assure that the District LTCOP performs the program components and adheres to the State approved Standing Operating Procedures.
3. Require the District Ombudsman to submit a District LTCOP Annual Plan to the AAAIL.
4. Provide a full-time District Ombudsman who:
  - a. Meets the applicable minimum qualifications; and
  - b. Must fulfill the duties outlined for District Ombudsman.
5. Provide District LTCO staff in addition to the District Ombudsman as required in order to:
  - a. Fulfill the Program Components; and
  - b. Maintain or exceed the level of services provided in the District during the previous fiscal year.
6. Assure that the District LTCOP data are provided to both KIPDA and the Office of the SLTCO State in the format required by DAIL in a specified time period.
7. Assure LTCOP attendance at certification training and all mandatory statewide LTCOP trainings.
8. Provide professional development opportunities for LTCOP staff.
9. Provide staff support as needed for the operation of the LTCOP such as custodial, fiscal management, clerical, and telephone coverage.
10. Arrange, in consultation with the State LTCOP and the AAAIL, if applicable, for temporary provisions of LTCOP services in the District when LTCOP staff of the LTCOP provider agency are unavailable or the staff position is vacant.
11. Perform each of its responsibilities in administering the District LTCOP in accordance with all applicable federal and state law, regulations and policies.
12. Minutes from each Advisory Council meetings shall be sent to the Regional Ombudsman and the AAAIL within a specified time.
13. Provide approved Ombudsman services consistent with the provisions of this application and as approved in the final contract.
14. Assure the provision of services throughout the geographic area covered under provider's plan or proposal.
15. Treat clients in a respectful and dignified manner, involve the client and caregiver in the delivery of services and provide services in a timely and safe manner.
16. Permit staff of the Cabinet for Health and Family Services and KIPDA to monitor and evaluate services provided.
17. Maintain records to substantiate information reported related to delivery of services and units of service, number of unduplicated clients served, program income, match and client files to compile a record of services from the beginning date of service through the closure of the long-term care ombudsman service.
18. Ensure records are available and provided to KIPDA that reflect the amount reported as match toward the overall project cost.
19. Maintain written job descriptions for staff and volunteer positions (if applicable) involved in direct service delivery. Maintain written personnel policies and wage scales for each position and policies regarding volunteers serving on behalf of the organization.

20. Designate a supervisor to ensure that staff providing ombudsman services are provided with professional supervision, and to monitor the quality of service delivery.
21. Ensure criminal background checks in accordance with KRS 216.793.
22. Implement and utilize the OmbudsManager electronic data and reporting system as required by the State LTCOP and the DAIL. The applicant selected to provide Ombudsman Services is responsible for the accuracy of the data, entry of required data elements, and timely entry of data to ensure timely reporting of services, consistent with KIPDA policies and state guidelines.
23. In the event the electronic data collection system is temporarily inoperable, other methods to communicate between the provider and KIPDA shall include fax, email, or telephone.
24. Follow KIPDA's procedures for reporting units of service, adjustment to units of service, and charges for the delivery of services. If an error is identified after reporting service units and client numbers, an adjustment shall be made and KIPDA notified.
25. Ensure the accuracy of reports, units of service, clients served on a monthly basis. Provide signed original invoices to KIPDA on a monthly or quarterly basis as approved by KIPDA by a date specified in the contract.
26. Submit timely monthly and quarterly reports on services. Maintain records to validate services reported. Maintain records to validate match reported to KIPDA.
27. Transfer of Client Records – In the event an agreement with KIPDA is terminated, copies of all appropriate records of all active clients and/or participant data shall be provided to the new Contractor.
28. Provide or arrange for appropriate insurance coverage to protect staff and volunteers from personal liabilities.
29. Provide and/or secure appropriate orientation and training prior to the delivery of services and continued in-service training for staff responsible for providing ombudsman services, including certification by the State Long Term Care Ombudsman.
30. Adhere to the guidelines set forth in the *KIPDA Policy and Procedures Manual*. The General and LTCOP sections of the KIPDA Policy and Procedures Manual will be available at the bidder's meeting.
31. Subcontracting is prohibited without prior written approval from DAIL and KIPDA.
32. Notify Adult Protective Services and KIPDA when potentially unsafe and/or hazardous conditions exist that may place the client or others in imminent danger.
33. Notify Adult Protective Services when there are suspicions of abuse, neglect or exploitation regardless of suspected perpetrator in accordance with KRS 209.

**B. Responsibilities of the District Ombudsman:**

1. Assure services are accessible by telephone, correspondence or person-to-person contact twenty-four hours a day, seven days a week.

2. Assure residents' rights are upheld and promote quality care in long-term care facilities.
3. With consent from resident or legal guardian, refer reports of spousal or other abuse, neglect, and/or exploitation to the Department of Community Based Services and, if appropriate, the Kentucky Office of the Inspector General. Referrals under this subsection shall not affect the continuing duty, full freedom and independence of the District LTCOP.
4. Make referrals to county attorneys, legal aid agencies and legal assistance offices, with consent of the resident or legal representative of the resident.
5. Promote community involvement in the program by:
  - a. Publicizing the existence and function of the local and state programs;
  - b. Advising the public about the availability of current state, local and federal inspection reports, statements of deficiency and plans for correction for individual long-term care facilities in the service area;
  - c. Organizing and implementing an active certified volunteer and friendly visitor program;
  - d. Assisting in the development of resident or family and friends' councils;
  - e. Sponsoring community education and training programs for long term care facilities, human service workers, families and the general public about long term care and residents' rights issues; and
  - f. Promoting citizen involvement in order to ensure regular visitations especially for those residents without available family or friends.
  - g. Providing Elder Abuse trainings to educate, inform and disseminate requirements for reporting elder abuse.
  - h. Participating in systems advocacy annually by raising public awareness and providing education regarding issues affecting long-term care residents including policy and legislative issues. These activities shall be documented in OmbudsManager.
6. Implement accurate recordkeeping procedures to assure:
  - a. An accurate record shall be maintained on each participant, which documents participant identification data, requests for service, eligibility for services provided, and follow-up;
  - b. Ensure the timely and accurate reporting of data in the OmbudsManager® database as prescribed by the Department.
  - c. Reports for the Kentucky Long-Term Care Ombudsman are prepared and submitted in a format and timeframe as directed;
  - d. Procedures are followed to protect the identity, confidentiality and privacy of clients;
  - e. Non-client specific statistical and financial data are submitted to KIPDA as required.

7. Provide/share copies of all communications with the Kentucky long term care ombudsman to KIPDA AAAIL.
8. Submit quarterly Advisory Council Meeting minutes to the Regional Ombudsman and KIPDA.
9. Review facility bed-count within the KIPDA District and submit quarterly to the Regional Ombudsman acknowledgment of review and changes to the bed-count if applicable.
10. Maintain the Institute of Medicine (IOM) recommended staffing ratio of one (1) ombudsman for every 2000 care beds.

### **C. PARTICIPANT RECORDS AND FILES**

All investigatory files, complaints, responses to complaints and all other information related to any complaint or investigation maintained by the District LTCOP shall be considered confidential information. No person who gains access to residents' records shall discuss or disclose information in the records or disclose a resident's identity outside of the program without written consent of the resident or resident's legal representative, or upon court order. All case records need to be retained in a secured location for five (5) years after the close of services for a case.

The selected applicant will be responsible for maintaining records sufficient to report the number of units, individuals receiving ombudsman services, time records to validate units of service and a client file to record the history of long-term care ombudsman services and the final disposition of services. The selected applicant shall maintain a uniform reporting system to collect and analyze information on complaints and conditions in long-term care facilities for the purpose of identifying and resolving significant problems. Further, the successful applicant organization will be responsible for securing, maintaining and reporting LTCOP client and service data using the OmbudsManager® Software as prescribed by the Department for Aging and Independent Living.

The applicant shall maintain participant records in accordance with KIPDA policies and procedures. Copies of the Long-Term Care Complaint Form, supporting documentation and any other reports shall be maintained in confidential secured files and submitted upon request, to KIPDA or the State Long Term Care Ombudsman.

### **D. LONG-TERM CARE OMBUDSMAN SERVICES FACILITIES AND OPERATIONS**

The applicant shall ensure the following conditions of the facilities are maintained for purposes of providing Long Term Care Ombudsman Services:

#### **1. Facilities**

- a. The location of the Long-Term Care Ombudsman Program provider shall be in a location that is convenient for persons who require ombudsman services. The organization shall provide access in the community and to the general public in addition to the residents of long-term care facilities.
- b. Facilities shall comply with ADA and safety standards for services to the public.
- c. An emergency preparedness plan is developed and utilized in the event of emergencies; including weather-related emergencies and pandemic illness.

## **2. Operations:**

- a. A sufficient number of staff is available to provide ombudsman services for clients referred and eligible for the program, consistent with the parameters established in this application and the scope of the funded organization's ability to provide specific long-term care ombudsman services.
- b. The services shall be available to eligible clients at a convenient time and location to ensure equal access to services; for example, meet with clients at a location that may be outside of the facility where ombudsman staff is located, particularly long-term care facilities.
- c. Ensure the provision of services are made available to LTC facility residents with a record of services maintained in a secure environment. Records shall be available for review and monitoring by designated KIPDA staff and the State Long Term Care Ombudsman staff.
- d. Develop a process for monitoring the quality and effectiveness of services to eligible clients.
- e. Develop a process for ensuring case noting is comprehensive and accurate to ensure correct details are available.

## **E. REPORTS AND RECORD MAINTENANCE**

Monthly and quarterly reports shall be submitted on a schedule established by KIPDA (usually by the 5<sup>th</sup> day of each month) and electronic records entered and maintained in a timely manner as prescribed by the Department for Aging and Independent Living procedures. Monthly reports will include: number of service units delivered as defined by the Department for LTCO services; the number of unduplicated clients served per month and year to date, verifiable match amount monthly, program income collected, and total amount due from KIPDA. Records shall be maintained in a manner that is sufficient to validate all information reported to KIPDA and the State Long Term Care Ombudsman Office.

The applicant shall maintain participant records in accordance with KIPDA policies and procedures. Long Term Care Complaint Forms and supporting documentation will be retained in confidential and secured files. Upon request, records will be submitted to the State Office of the Long-Term Care Ombudsman.

## **XI. PROTEST**

Pursuant to KRS 45A.285, The Secretary of the Finance and Administration Cabinet, or his/her designee, shall have authority to determine protests and other controversies of

actual or prospective parties in connection with the solicitation or selection for award of an Agreement or Contract.

Any actual or prospective party, who is aggrieved in connection with the solicitation or selection for award of an Agreement or Contract, may file protest with KIPDA in accordance with its grievance policies, with state level grievances to be conducted in accordance with KRS 13B. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

**Jarrett Haley**  
Executive Director  
Kentuckiana Regional Planning and Development Agency  
11520 Commonwealth Drive  
Louisville, KY 40299

KIPDA will follow its local resolution process and if satisfactory resolution to a grievance is not established at the local level, state level fair hearing procedures shall be followed. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

In all disputes escalated to a State Level review or hearing will receive a decision by the Secretary of the Finance and Administration Cabinet and shall be final and conclusive.



## **PROPOSAL APPLICATION INSTRUCTIONS**

### **GENERAL INSTRUCTIONS**

The following is a list of the content to be included in the completed proposal package submitted to KIPDA for consideration of funding.

### **OUTLINE**

- Coversheet
- Table of Contents
- Proposal Application – General Section
- Proposal Application – Scope of Work
- Proposal Application – Project Budget
- Checklist
- Title III-D Planning Form
- Certification of Assurances
- Prohibited Employee & Volunteer Activities
- Computer/Office Capacity Assurance
- Certification of Cost and Pricing Data
- Project Plan
- Evaluation Document (this document to be distributed at the bidder's meeting).

## INSTRUCTIONS

**Please read the proposal instructions carefully and complete each question presented. If a question is not applicable to the service proposed or organization submitting a proposal, the response should indicate “not applicable”.**

1. Organizations wishing to submit an application for consideration of funding will be required to attend a **mandatory bidder’s meeting** to be held on **February 13, 2019, 3 p.m.** (Eastern Time) in the Burke Room at the KIPDA office. Organizations that do not attend the bidder’s meeting will not be permitted to submit proposals for consideration. Proposals may be downloaded from the KIDPA website at [www.kipda.org](http://www.kipda.org) or available via USB Drive at the bidder’s meeting.
2. Applicants may submit a completed proposal electronically to [KipdaDSS.procurement@kipda.org](mailto:KipdaDSS.procurement@kipda.org) or submit one original computerized application with signatures **in blue ink** in a three-ring binder with all required signature forms and a USB Drive with the proposal in Word 2007 or higher version. A fillable Microsoft WORD version of the application is available for ease of completion. Handwritten or faxed applications will not be accepted. Complete the proposal in the format presented in this proposal package with each section identified with a heading. Attachments and addenda must be clearly identified and labeled in the proposals. Only include attachments if additional supporting documents are necessary. Prepare responses directly in the body of the application. Proposals are due to KIPDA (electronically or original hard copy) no later than **12:00 Noon, February 25, 2019 (Eastern Time)**.
3. Submit completed forms, using the checklist included in this application as a guide. Include a table of contents at the beginning of the proposal and include the page numbers for responses on the evaluation tool (to be made available at the bidder’s meeting).
4. Proposals will be reviewed for reasonableness of cost for the services, completeness of responses in the application, past performance as an entity serving older adults (statistical data), proposed services that address the needs of older adults and change population and other criteria as identified in the evaluation criteria established by KIPDA.

5. Applicants that fail to respond to any section or topic may be declared non-responsive and will not be considered for funding during the procurement cycle. Applicants that submitted non-responsive applications may submit applications for future procurements. Questions that do not pertain to the services proposed or not applicable to the applicant organization should be marked “not applicable” or NA.
6. It is expected that all required forms and information requested are signed and submitted with the application to be considered for review. **The proposal will not be scored if the forms are not complete.**
7. Original computerized proposals shall be submitted sealed with the following information on the outside:

**Mr. Jarrett Haley, Executive Director  
ATTN: KIPDA Social Services LTC Ombudsman Procurement  
11520 Commonwealth Drive  
Louisville, KY 40299**

**Electronic proposals shall be submitted to [KipdaDSS.procurement@kipda.org](mailto:KipdaDSS.procurement@kipda.org) . All proposals (regardless of submission format) are due no later than 12:00 noon, February 25, 2019 (Eastern Time). Proposals received after that time and date shall not be considered for review.**