**State of Indiana**

**RFP 19-095**

**Long Term Care (LTC) Ombudsman Services**

**Attachment H – Scope of Work**

# 1. Introduction

The Indiana Family and Social Services Administration (FSSA), Office of General Counsel (OGC) seeks to solicit a vendor to administer the Long Term Care (LTC) Ombudsman Program’s services for the State of Indiana. Specifically, the Contractor will deliver LTC Ombudsman services as required, while also addressing the major concerns of the current program. These concerns include the growth in the number of residential care facilities, as well as staffing challenges.

# 2. Program Overview

**2.1 Background**

The Indiana LTC Ombudsman Program is a Federal and State funded program that provides advocacy and related services for residents of LTC facilities. LTC settings include licensed nursing facilities, and licensed residential care facilities, in addition to Medicaid Waiver certified settings of assisted living facilities and adult family care homes serving Aged and Disabled Medicaid Waiver residents.

The mission of the LTC Ombudsman Program is to improve the quality of life and care for residents of long term care facilities. That mission is accomplished through investigation and resolution of individual complaints, resident education designed to inform and empower residents, system advocacy which includes legislation and public policy activities, promotion of community involvement in LTC, and other activities designed to improve LTC delivery through advocacy for residents and resolution of residents’ concerns.

There are currently 22 certified local Ombudsmen who are representatives of the State Long Term Care Ombudsman (SLTCO). These representatives operate out of 17 local offices across the state: 16 Planning and Service Areas (PSAs) and the Indiana State Office – see Attachment I: Long Term Care Ombudsman Area Contact Map. Anyone may contact the LTC Ombudsman Program on behalf of a long term care resident, but local Ombudsmen are guided in their actions by the individual receiving direct service in a LTC setting. There is no charge for LTC Ombudsman services. The names of persons contacting Ombudsmen and the information they provide is confidential.

Recently, the LTC Ombudsman Program has been dealing with two major challenges: growth in the number of residential care facilities and staffing concerns. There has been ongoing growth in the number and type of residential care facilities licensed by the Indiana State Department of Health (ISDH) and certified by the State for the Aged and Disabled Medicaid Waiver. This poses a challenge to the program because in order to serve a larger population, LTC Ombudsman Program resources must be allocated efficiently and flexibly. The concern of efficiency and flexibility relates to the recent staffing issues as well. During FFY 17 the statewide LTC Ombudsman Program staffing was down five persons which resulted in gaps in service in areas of the State. The loss of the equivalent of three full-time staff caused hardship for other Ombudsmen at the local and State level. These reductions were caused by resignations, long term illnesses, and injuries of the local Ombudsmen along with the local contracted agencies’ inability to fill some of these vacancies. Additionally, no mechanism existed to enable local Ombudsmen to temporarily serve residents outside of their local service area. The awarded Contractor must administer Indiana’s LTC Ombudsman Program in a manner that will address these challenges with lasting solutions.

**2.2 Program Description**

In order to fulfill the needs of the LTC Ombudsman Program, the Contractor shall be responsible for the staffing of local Ombudsmen for the residents of LTC facilities which must meet the guidelines established in Federal regulations, including 42 U.S.C. 3001 part 1324. The Contractor provides this coverage of services through certified local Ombudsmen staff, including volunteers.

Pursuant to IC 12-10-13-14, Ombudsman services shall be provided to any person who resides in a licensed nursing or residential care facility, or DA’s Medicaid waiver certified assisted living or adult family care settings. There shall be no charge, signature, contract, or other requirement allowed for the resident to receive LTC Ombudsman services.

At a high-level, local LTC Ombudsmen are required to:

1. Identify, investigate, resolve, or attempt to resolve complaints made by or on behalf of current long term residents
2. Promote and protect the rights of LTC facility residents
3. Provide residents access to the LTC Ombudsman Program through facility contacts and visits
4. Maintain confidentiality of residents’ identity and secure the resident’s, or resident’s legal representative’s approval as well as SLTCO’s approval before disclosure of identity
5. Support the development and maintenance of resident and family councils and assist in addressing council concerns
6. Inform residents, their family members, citizens’ organizations, the public, and LTC facility staff about the LTC Ombudsman Program
7. Pursue administrative, legal, and other remedies on behalf of residents
8. Share information related to LTC facilities’ health and safety issues with the ISDH
9. Participate in surveys of LTC facilities conducted by the ISDH
10. Document and report cases, complaints, resolutions efforts, and activities as required by the SLTCO

**2.3 Goals of RFP**

The goals for the future of the LTC Ombudsman Program include, but are not limited to:

* Increasing flexibility in staffing and resources
* Ensuring that local LTC Ombudsmen are able to serve multiple areas of the State dependent on need for services
* Ensuring consistency in statewide program operations and in data reporting
* Increasing consistency of the program, including through a wider-reaching, more focused website
* Increasing touchpoints by continuing to contact residents and visit residential care facilities
* Providing the ability for a contractor to assume responsibility for staffing the SLTCO position in a future state pending State review of program operations

# 3. Respondent Eligibility Requirements:

An eligible respondent shall:

* Provide proof of their not-for-profit status and proof of registration with the Secretary of State
* Maintain the capacity to provide requested services statewide
* Provide information identifying potential conflicts of interest under 45 CFR 1324.21 and 455 IAC 1-8-12, as well as provide remediation plans and submit Conflict of Interest documentation to the SLTCO (Attachment J)
* Provide evidence of at least two (2) years of experience providing similar services to the LTC Ombudsman Program’s target population

**3.1 Conflict of Interest**

The Contractor shall adhere to 45 CFR 1324.21 and 455 IAC 1-8-12 including, but not limited to the requirements in this section. The Contractor, as well as the local LTC Ombudsmen and volunteers that it supervises, shall not act as or be affiliated with programs, companies, or any other entities that:

1. Are responsible for licensing, surveying, or certifying LTC facilities
2. Are an association (or an affiliate of such an association) of LTC facilities, or of any other residential facilities for older individuals or individuals with disabilities
3. Has any ownership or investment interest (represented by equity, debt, or other financial relationship) in, or receives grants or donations from, a LTC facility
4. Has governing board members with any ownership, investment or employment interest in LTC facilities
5. Provide LTC to residents of LTC facilities, including the provision of personnel for LTC facilities or the operation of programs which control access to or services for LTC facilities
6. Provide LTC coordination or case management for residents of LTC facilities
7. Set reimbursement rates for LTC facilities
8. Provide adult protective services
9. Are responsible for eligibility determinations regarding Medicaid or other public benefits for residents of LTC facilities
10. Conduct preadmission screening for LTC facility placements
11. Make decisions regarding admission or discharge of individuals to or from LTC facilities
12. Provide guardianship, conservatorship or other fiduciary or surrogate decision-making services for residents of LTC facilities
13. Current direct involvement in the licensing or certification of a LTC facility or a provider of a LTC service
14. Current membership in a trade association of LTC facilities

# 4. Long Term Care Ombudsman Program Responsibilities

**4.1 State-Level Contractor Responsibilities**

The State-level responsibilities for the Contractor include, but are not limited to the following:

1. The State requires that the Contractor select an individual to be certified by the SLTCO, who shall be called the LTC Ombudsman Program Coordinator, oversee the Contract, and work directly with the SLTCO.
2. The certified LTC Ombudsman Program Coordinator shall be considered the main point of contact with the State. The Contractor, through the LTC Ombudsman Program Coordinator, shall be responsible for communicating local LTC Ombudsman operational matters to the State as necessary with questions and concerns, as well as when the State contacts the Contractor with any questions or concerns.
3. Other than actions taken by local LTC Ombudsmen based on specific direction of the SLTCO, the Contractor will be responsible for the performance and actions of local LTC Ombudsmen and volunteers. Therefore, the Contractor is responsible for ensuring that all staff and subcontractors adhere to the provisions outlined by the State in this RFP.
4. The Contractor shall report all local Ombudsman data into State-approved software on a monthly basis, as described further in Sections 6 (Reporting Requirements) and 10 (Performance Measures). Local data shall be reported to the State by each locality, not in aggregate.
5. The Contractor will maintain and update on a regular basis a directory of all of the local Ombudsmen and volunteers. The list must be updated and submitted to the SLTCO as changes occur.
6. The Contractor will maintain and update on a regular basis a statewide LTC Ombudsman website, which is to be approved by the State. This website will be distinct from the State’s current LTC Ombudsman webpage, and it will help facilitate a clearer network of local LTC Ombudsmen and volunteers throughout the State.
7. In conjunction with the SLTCO, the Contractor is responsible for developing and implementing a continuous Quality Improvement Plan for the provision of LTC Ombudsman Program services including monitoring, oversight, and tracking of key metrics and performance measures. Quality improvement criteria and measures are to be developed based upon the review of the program by the end of the first year of the Contract. Surveys, questionnaires, focus groups, and secret shopper tools and approaches may be implemented during the review process. The Contractor shall submit a Quality Improvement Plan to the State no later than sixty (60) days after the end of the first year of the Contract.

**4.2 Local-Level Contractor Responsibilities**

The Contractor shall, directly or through agreement with another advocacy provider or other 501(c)(3) entity, conduct Ombudsman services for various geographic areas creating a cohesive network throughout the entire State. The Contractor or its subcontractor(s) shall provide these local-level responsibilities through one or more local intake points for all local LTC Ombudsman matters. The location and number of these local intake points shall adhere to the State approved plan. Specific responsibilities at the local-level include, but are not limited to the following:

1. The Contractor shall supervise and coordinate all local offices of the LTC Ombudsman Program.
2. The Contractor or its subcontractor(s), with the SLTCO, shall hire and train individuals to be certified by the SLTCO as local representatives of the LTC Ombudsman Program and serve as local LTC Ombudsmen and volunteers. While these local LTC Ombudsmen staff may be hired to provide services in specific geographic areas, they are not limited solely to that area and the Contractor should create a fluid network so that these individuals can provide services where needed.
3. The Contractor or its subcontractor(s) must coordinate with the SLTCO prior to hiring an individual to be trained as a local LTC Ombudsman.
4. The Contractor or its subcontractor(s) shall train all volunteer staff to act in accordance with the requirements set forth by the SLTCO.
5. The Contractor or its subcontractor(s) must consult with the SLTCO prior to terminating a local LTC Ombudsman or volunteer. The SLTCO shall consult with the Contractor prior to decertification of a local Ombudsman; however, the SLTCO has the final decision and authority to decertify a local LTC Ombudsman.
6. The Contractor or its subcontractor(s) shall be responsible for providing non-program related supervision (i.e., attendance, proper office behavior, etc.).
7. The Contractor or its subcontractor(s) shall assure that the local LTC Ombudsmen are able to provide all services mandated in Federal and State law, including advocating/communicating on behalf of residents to the public, the media, and the legislature as requested or approved by the SLTCO.
8. The Contractor or its subcontractor(s) is responsible for providing office space, secure storage, private telephone, private e-mail a personal computer with internet access, utilities, postage, mail service, and other support as required for performance of the job.
9. The Contractor or its subcontractor(s) shall provide triage phone service and provide alternate Ombudsman staff in the extended absence of a local LTC Ombudsman and refer additional appropriate calls to the SLTCO.
10. If any concerns about individual local LTC Ombudsmen or volunteers are presented at the Contractor’s local intake points, these must be communicated to the SLTCO in accordance with the Indiana State Long Term Care Ombudsman Grievance Policy.
11. The Contractor will maintain a directory of local LTC Ombudsmen and means of contact on their statewide website, as described in Section 4.1(f).

**4.3 State’s Responsibilities**

The responsibilities of the State include the following:

1. The State will provide a State employee to be certified as the SLTCO.
2. The State shall maintain an intake point for State and local LTC Ombudsmen referrals.
3. The State shall manage the SLTCO Program phone number, email and website directory and will communicate these calls and emails to the Contractor.
4. The State shall manage all data resulting from State and local LTC Ombudsman reporting.
5. The State shall certify all of the Contractor’s identified, trained, and approved staff and volunteers in accordance with the Federal and State’s LTC Ombudsman Program training requirements.
6. The State shall monitor local entities.
7. The State shall oversee fiscal compliance of all aspects of the Contract.

Note that while it is the Contractor's responsibility to monitor all local LTC Ombudsmen staff and ensure compliance, it is ultimately the State’s responsibility and authority to determine whether all parties are acting in accordance with the Contract.

# 5. Staffing Requirements

The Staffing Requirements for the Contractor include the following:

1. The Contractor will be responsible for the provision of local LTC Ombudsman services to the State and will need to maintain staff who meet the State’s requirements for experience and completion of conflict of interest review.
2. The number of staff persons, including local LTC Ombudsmen, and their full or part-time status, are to be determined by the Contractor and approved by the SLTCO. However, existing local LTC Ombudsmen in good standing should be considered initially to fill vacancies.
3. The Contractor must ensure that all staff and volunteers providing LTC Ombudsman Program services have completed the required criminal background check, meet conflicts of interest requirements, and are trained and State-certified according to the Indiana LTC Ombudsman Program’s polices prior to performing local LTC Ombudsman duties. Additionally, the Contractor must ensure each staff member maintains the training requirement of twenty-four (24) hours annually, including participation in SLTCO training events.
4. Key Personnel may include, but are not limited to, an LTC Ombudsman Program Coordinator and an Outreach/Volunteer Developer/Coordinator. Key Personnel must be knowledgeable about Contract requirements, notify the SLTCO immediately (within 3 hours) about crisis situations, and be aware of LTC Ombudsman notification duties on behalf of residents of LTC facilities. All Key Personnel must be centrally located in Indianapolis (unless traveling to local Ombudsman offices or LTC facilities or given other State approval) during normal business hours and accessible to the SLTCO by cell phone. The LTC Ombudsman Program Coordinator shall be the chief point of contact between the Contractor and the State.
5. The SLTCO has the right to recommend and approve or disapprove of Key Personnel, as well as any proposed reassignment or replacement of Key Personnel. Before assigning an individual to any Key Personnel position, the Contractor will notify the SLTCO of the proposed assignment and provide the State with a resume and any other information about the individual(s) as required by the SLTCO. The SLTCO must interview the individual before granting written approval. Additionally, the SLTCO will provide a written explanation outlining the reasons for any candidate’s rejection.
6. Begin identifying and training local LTC Ombudsmen and presenting them to the STLCO for certification prior to Contract Start Date to ensure a seamless transition. The Contractor shall provide certified local LTC Ombudsmen for all geographic areas within 5 business days of the Contract Start Date.

# 6. Reporting Requirements

The Reporting Requirements for the Contractor include the following:

1. General Reporting Requirements:
   1. The Contractor must input statewide confidential demographic, complaint, investigative, informational, educational, referral, and program data in a secure, limited access data system operated by the SLTCO to meet Federal, State, and local reporting requirements.
   2. Resident’s personally identifiable data shall not be included in any Contractor performance reports used to publicize improvements or to identify significant problems for remediation.
   3. LTC Ombudsman records are confidential and are not to be disclosed except under circumstances outlined in this Contract. They contain personal information protected by federal and state law, including HIPAA, the Indiana Access to Public Records Act, and 460 IAC 1-7-6 and 1-7-14. All records and files are property of the SLTCO. A certified local LTC Ombudsman’s records may be accessed only by the certified local LTC Ombudsman, the SLTCO, or the SLTCO’s designee. Any and all LTC Ombudsman records are confidential and may not be disclosed except with the written permission of the resident, or the resident’s legal representative, and approval of the SLTCO after a review for confidentiality, or by court order.
2. Monthly Reports/Data Submissions:
   1. Local LTC Ombudsman data shall be submitted into State-approved software on a monthly basis by the 10th day of the month following the month of service. This data shall include, but is not limited to, data such as:
      1. Number, location, and type of facility visits
      2. Number and types of complaints received
      3. Number and types of complaints successfully resolved
      4. Names, numbers, and positions of staff
      5. Facility visit findings from Annual Facility Visits completed in the applicable month
3. Annual Summary Report:
   1. The Contractor shall submit a final summary report to the State following the conclusion of the State fiscal year. This report shall include summary statistics of the data measurements listed in Section 6.B. for each month as well as for the year as a whole.

# 7. Transition Requirements

The Contractor, in conjunction with the SLTCO, shall ensure that the process of transition from the existing contractors upon Contract award, results in predictable, seamless transition where LTC Ombudsman Program services continue to be delivered in a timely and accurate manner without degradation in quality. The Contractor shall develop and submit a Transition Plan to the State within ten (10) business days after the Contract is signed. This Transition Plan must be approved by the SLTCO and the Contractor shall complete any requested updates within five (5) business days. The approved plan will be incorporated into and become a part of the Contract.

The Contractor’s Transition plan must incorporate, at a minimum, the following elements:

1. Transition Phase Work Plan (with schedule and resource allocations)
2. Project Management Approach
3. Staffing
4. Recruiting strategies that will allow the Contractor to meet the staffing requirements in Section 5.f by the Contract Start Date.

# 8. Billing and Invoicing

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Innovative approaches beyond the core services specified by the Scope of Work may be proposed. All proposed activities must be evidence based and sufficiently justified within the proposal. Funding of any proposed activities is subject to the availability of funding and the State’s discretion.

Generally, the Contractor will be reimbursed on an actual cost reimbursement basis for allowable costs. Staffing costs and non-staffing costs will be reimbursed on actual cost. The State will only reimburse up to the State’s budget in any given year. The Contractor’s plan for such reimbursement shall be outlined in a detailed line item budget that must be provided to the State thirty (30) calendar days prior to the start of each fiscal year. The submitted budget amount is subject to review by the State and can be modified by the State. Note that cost-sharing is prohibited, though non-coercive solicitation of voluntary contributions is allowed. The Contractor may also utilize other contributions or funding sources to help support this program. However, all donations must be used to expand or enhance LTC Ombudsman Program services.

Claims must be submitted to the State for reimbursement of costs incurred within sixty (60) calendar days following the end of the month in which work on or for the LTC Ombudsman Program was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than sixty (60) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of the Contract. Payment for claims submitted after that time may, at the discretion of the State, be denied. Costs are incurred on the date services are actually provided. Reimbursement of service dollars shall be based on actual services provided, not anticipated services. Claims may be submitted on a monthly basis only. A maximum of one claim is permitted per month. The claim must include all funding sources utilized for the services billed for in the claim. Supporting documentation is required with all claims. Claims submitted without supportive documentation will be returned to the Contractor and not processed for payment. Failure to comply with the provisions of this section may result in the denial of a claim for payment. Reference DA’s Claim Guidelines for more information.

All payments of claims shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of State, local and/or private funds by project budget line items.

Note that due to nature of LTC Ombudsman Program funding, the mixture of State and Federal funds and the differing State and Federal fiscal years can cause a slowdown in claims approval or reimbursement. The Contractor shall have in place a plan to ensure operations run smoothly, including potential access to outside financial resources, during any period of transition.

At a high-level, LTC Ombudsman Program funds may be used for the following allowable activities, including local LTC Ombudsmen’s salary, travel and per diem, and related in-direct costs at rates allowed by State of Indiana guidelines, as needed to perform or participate in the following activities:

1. Complaint investigation and resolution;
2. Recruitment, training, supervision of volunteers;
3. Training of facility staff (in-service);
4. Telephone, written, and in-person consultation to residents, families, facility staff, and the public;
5. Assuring the protection of any resident’s identifying information;
6. Acting only with the permission and documentation of the individual resident or their legal representative if resident cannot give consent;
7. Facility visits;
8. Survey participation;
9. Community education and outreach;
10. Serving as a resource to groups working on LTC issues;
11. Participating in residents’ and family councils;
12. Actions that affect the quality of life for care of LTC consumers;
13. As availability allows, travel to assist local LTC Ombudsmen in other areas of the State in order to meet needs. The Contractor’s LTC Ombudsman Program Coordinator will make these assignments as necessary;
14. Education, including in-person and e-conferences; that enhance job related knowledge;
15. Documentation and data entry

Any activities not mentioned will require written authorization from the SLTCO.

On the other hand, Contract funds may not be used for the following:

1. Writing wills, advance directives, or other legal documents;
2. Serving as an attorney-in-fact (Power of Attorney (POA)), health care representative, or guardian; or
3. Indirect costs of the Contractor where those costs are not directly related to the provision of LTC Ombudsman Program services.

The funding sources for LTC Ombudsman Program services (provided for historical purposes only) are available in Table 1 below. Funding for this program is subject to annual budgetary exigencies associated with the availability of Federal and State funding. The total of the funding provided under Title VII can only be spent for direct and related in-direct, as detailed in Title VII, LTC Ombudsman services. Direct service shall be defined as personnel or other direct services including, travel, per diem, phone and email services and supplies connected to the direct operation of the LTC Ombudsman offices.

**Table 1: Funding Sources**

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| **Funding Source** | **Funding Make Up** | **Allocation Method** | **Spending Restrictions or Requirements** |
| Title VII | 100% Federal dollars | Based on licensed Residential / Nursing Home Facility Counts | Only 25% of allocation may be expended in the first quarter |
| Assisted Living Ombudsman | 100% State funding | Based on licensed Residential / Nursing Home Facility Counts | Only 25% of allocation may be expended in the first quarter |
| Title III B | 85% - Federal;  15% Match required | Intrastate Funding Formula | Only 25% of allocation may be expended in the first quarter |

# 9. Corrective Action and Payment Withholds

It is the State’s primary goal to ensure that the Contractor is accountable for delivering services as defined and agreed to in the Contract. This includes, but is not limited to, performing all items described in the Scope of Work, completing all deliverables in a timely manner described in the Scope of Work, and generally performing to the satisfaction of the State. Failure to perform in a satisfactory manner may result in corrective actions and withholds described below.

It is the intent of the State to remedy any non-performance through specific remedies and a payment withholding protocol. However, due to the nature of the changing LTC Ombudsman Program and in an effort to allow the incoming Contractor enough time to transition the services and monitor them effectively, the State will put a one (1) year hold on enforcement of payment withholds, as described in this section. The Contractor’s performance will still be monitored and in the event that the Contractor fails to meet requirements set forth in the Contract, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies described in the Contract, other than payment withholds. At the end of the one (1) year period that begins at the Contract Start Date, the State will begin enforcing payment withholds in accordance with the actions described in the rest of this section.

1. Each month, the State shall withhold two point five percent (2.5%) of the Contractor’s monthly invoice amount pending verification of the Contractor’s performance against the Quarterly Performance Measures described in Section 10.1. In addition, each month the State shall withhold an additional two point five percent (2.5%) of the Contractor’s monthly invoice amount pending verification of the Contractor’s performance against the Annual Performance Measures described in Section 10.2.
2. Following verification that Contractor successfully met the requirements for all Quarterly Performance Measures described in Section 10.1 in a given quarter, the Contractor may invoice the State for the withheld funds described in #1 above with the subsequent month’s invoice (for example, if Contractor successfully meets the Quarterly Performance Metrics requirements for Quarter 1, and verification is completed in the following month, the 2.5% of each of the month’s invoices in Quarter 1 that were withheld can be claimed with the in the verification month’s invoice). Similarly, following verification that Contractor successfully met the requirements for all Annual Performance Measures described in Section 10.2 in a given year, the Contractor may invoice the State for the withheld funds described in #1 above with the subsequent month’s invoice (for example, if Contractor successfully meets the Annual Performance Metrics requirements for Year 2, and verification is completed in the following month, the 2.5% of each of the month’s invoices in Year 2 that were withheld can be claimed in the verification month’s invoice).
3. If Contractor fails to meet the requirements for one or more Quarterly Performance Measures described in Section 10.1 in a given quarter or fails to meet the requirements for one or more Annual Performance Measures described in Section 10.2 in a given year, the Contractor must submit a Corrective Action Plan (CAP) to the State within fifteen (15) calendar days following the documentation of failure to meet the Measure(s). The State shall review and make reasonable efforts to approve the CAP within ten (10) calendar days of the CAP being received. The State will continue to withhold funds for each month in the quarter in which the Contractor failed to meet the Quarterly Measure(s) or each month in the year in which the Contractor failed to meet the Annual Measure(s) and subsequent months until Contractor demonstrates that the CAP has been implemented and further successfully meets all Performance Measures for two consecutive quarters for Quarterly Measure(s) or one year for Annual Measure(s) following the implementation of the CAP. Following verification that Quarterly Performance Measures have been met for two consecutive quarters or Annual Performance Measures have been met for one year, Contractor may invoice the State for release of all withheld funds subject to the exception noted in #5 below.
4. A CAP can also be triggered if the State determines that the Contractor is not performing to the satisfaction of the State, has not completed any deliverable in a satisfactory or timely manner according to the agreed upon Performance Measures, or upon written request by the State for any reason. All CAPs must be submitted to the State within fifteen (15) calendar days following the documentation of failure to meet expectations. At a minimum, the CAP shall address the causes of the deficiency, the impacts, and the measures being taken and/or recommended to remedy the deficiency, and indicate whether the solution is permanent or temporary. It must also include a schedule showing when the deficiency will be remedied, and for when the permanent solution will be implemented, if appropriate. The nature of the corrective action(s) will depend upon the nature, severity and duration of the deficiency, and repeated nature of the non-compliance. The State shall review and make reasonable efforts to approve the CAP within ten (10) calendar days of the CAP being received.
5. If the Contractor fails to meet two (2) or more Quarterly Performance Measures in any given quarter, the State shall permanently retain the 2.5% withholding for each month in that quarter’s invoice. Similarly, if the Contractor fails to meet two (2) or more Annual Performance Measures in any given year, the State shall permanently retain the 2.5% withholding for each month in that year’s invoice.
6. Verification of Contractor’s success or failure to achieve Performance Measures may be performed by the State or a designated State contractor.

# 10. Performance Measures

The Performance Measures for this Contract are as follows:

1. **Quarterly Performance Measures**
2. **Volunteer Recruitment**

The Contractor shall perform outreach initiatives in order to identify and recruit volunteers to act on behalf of the SLTCO and perform volunteer Ombudsmen duties. The Contractor shall interview or screen at least five (5) potential volunteers per quarter for the LTC Ombudsman Program.

1. **Staffing Level Maintenance**

Contractor shall maintain staffing levels at the level identified in their approved staffing plan for 80% of all days in each quarter.

1. **Data Reporting**

Per Section 6, local LTC Ombudsmen data, for any given month, shall be entered into State approved software no later than the 10th day of the following month for every month in a quarter. All LTC Ombudsman reports, State and local, shall be derived from data entered into that system. No report requiring information or data other than that collected in the approved software system shall be required by the Contractor.

1. **Annual Performance Measures**
2. **Complaint Resolution**

In each Contract year, the Contractor shall resolve at least 90% of all complaints received in that year, as defined by 45 CFR 1324.19(b)(2)(ii)(G) and 45 CFR 1324.19(b)(2)(iii)(B). At the State’s discretion, certain complaints may be exempt from this calculation.

1. **Annual Summary Report**

Per Section 6, the Contractor shall submit a summary report to the State, no later than sixty (60) days after the end of the Federal fiscal year.

1. **Annual Facility Visits**

The Contractor, through a local LTC Ombudsman, must visit each licensed facility in-person once a calendar year (unless they receive approval from the State to not visit) and enter this information into the State approved software.

1. **Complaint Timeliness**

In each Contract year, the Contractor shall respond to 100% of all complaints received in that year in a timely fashion, as defined by:

* Return phone calls within 48 hours (2 business days).
  + If it is a general or non-specific complaint/call, within the scheduled work week.
* For allegations/complaints about gross neglect or potential for abuse:
  + Response within one (1) day of scheduled work day of receipt of complaint or notification.
* For quality of care issues:
  + Respond within two (2) scheduled work days of receipt of complaint for quality of care issues and for receipt of a notice of involuntary discharge.
  + If no imminent risk, ombudsman will initiate the investigation in person or by phone within three (3) scheduled work days.

At the State’s discretion, certain complaints may be exempt from this calculation.