

## **Exhibit A**

### **SCOPE OF WORK**

#### **OVERVIEW**

Adult Day Health Care Services are required for Clark County Social Service (CCSS) eligible clients. CCSS provides financial assistance to persons who do not have sufficient resources to provide for such services. Eligible PROVIDER must have the required licenses and authorizations pursuant to all federal, State of Nevada, and applicable local laws in order to conduct business relative to providing Adult Day Health Care Services to eligible clients referred by CCSS during regular work hours, excluding holidays approved by PROVIDER.

#### **DEFINITIONS**

1. "HCQC" (Health Care Quality and Compliance) shall mean the State of Nevada, Department of Health and Human Services, State Health Division, Bureau of Health Care Quality and Compliance. The HCQC monitors the quality of care and life related to Adult Day Health Care services based on state and federal regulations.
2. "Client" shall mean an individual who meets CCSS eligibility standards for Adult Day Health Care.
3. "Nevada Medicaid" shall mean State of Nevada, Department of Health and Human Services, Division of Healthcare Financing and Policy, Nevada Medicaid Program.
4. "Adult Day Care Facility" is defined by NRS 449.004 as a "Facility for the care of adults during the day" and shall mean a licensed establishment that provides care during the day for people who are elderly or disabled, on a temporary or permanent basis. Such facilities are often utilized by the adult's caretaker during working hours or for respite from caregiving. <https://www.leg.state.nv.us/nrs/NRS-449.html> and <https://www.leg.state.nv.us/NAC/NAC-449.html>

#### **CONDITIONS OF PARTICIPATION**

1. PROVIDER agrees that CCSS reserves the right for authorized personnel to review the client's personal records, the condition of the client, and PROVIDER's records at any time.
2. PROVIDER agrees that CCSS reserves the right for authorized personnel to conduct an inspection at any time, of the general condition of the PROVIDER's facility, in order to ensure the health, safety, and welfare of the client.
3. CCSS shall withdraw any payment if the PROVIDER fails to provide accurate information, fails to cooperate, provides misinformation, or misses specified deadlines for the provision of information to any local, state or federal department or agency, or CCSS.
4. PROVIDER agrees to sign the Business Associate Agreement.
5. PROVIDER shall provide CCSS any and all information requested that relates to the performance of this SOW. All requests for information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of agreement and be cause for suspension and/or termination of this SOW.

## SERVICES

### 1. CCSS RESPONSIBILITIES

- a. CCSS agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Scope of Work (SOW).
- b. CCSS will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with PROVIDER's other responsibilities.
  - i. The services performed by PROVIDER specific to this SOW shall be subject to review for compliance by CCSS' representative or their designee.
    1. CCSS' representative may delegate any or all their responsibilities to appropriate staff members, county officials, or contractors and shall so inform PROVIDER.
    2. The review comments of CCSS' representative may be reported in writing as needed to PROVIDER.
      - a. It is understood that CCSS' representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered.
      - b. PROVIDER shall return any original data provided by CCSS.
- c. CCSS shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and business firms, whenever such material is necessary for the completion of the services specified herein.
- d. CCSS will provide written authorization to PROVIDER authorizing PROVIDER to provide the services as described herein to clients.

### 2. PROVIDER RESPONSIBILITIES

- a. PROVIDER shall provide a multi-disciplinary team assessment, plan of care and evaluation, and develop a discharge plan.
- b. PROVIDER shall provide professional nursing services for medically needy clients who require medical services as directed by a physician.
- c. PROVIDER shall provide supervised daily activities and services which help to promote the client's self-efficiency, encourage social interaction, and the prevention of physical decline. Examples of activities and services include, but are not limited to:
  - i. Self-care training activities for daily living and personal hygiene;
  - ii. Health education for clients and/or their families;
  - iii. As appropriate, teaching self-administration of medication;
  - iv. Reminiscent therapy to clients with memory problems;
  - v. Social services to help clients and their families;
  - vi. Counseling and nutrition education for clients and their families; and
  - vii. Social and recreational activities.

- d. PROVIDER shall provide a meal to clients who are in the facility up to five (5) hours per day.
- e. PROVIDER shall provide a meal, and additional nourishment, to clients who are in the facility for more than six (6) hours per day.
- f. PROVIDER shall provide special diets and nourishments as ordered by a physician.
- g. PROVIDER shall arrange for medical emergency health services when appropriate.
- h. PROVIDER shall at all times conduct all operations under this contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any of CCSS' clients' property. The PROVIDER shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to the CCSS' clients' property.
- i. PROVIDER must maintain compliance with Nevada Administrative Code (NAC) 449.156 through 449.2768, inclusive. <https://www.leg.state.nv.us/NAC/NAC-449.html>
- j. PROVIDER must provide to CCSS copies of any HCQC inspection or complaint report(s) within five (5) days of receipt from reporting agency.
- k. PROVIDER shall, without additional compensation, correct or revise any errors or deficiencies in its service.

## **AUTHORIZATION**

1. PROVIDER shall receive written authorization from CCSS to provide Adult Day Care Services, as described herein, to clients placed by CCSS.
2. PROVIDER shall only provide and bill for services that have been identified in this scope of work and that have been authorized by CCSS.

## **PERSONNEL**

1. PROVIDER has or will retain such employees as it may need to perform the services required by this scope of work. Such employees shall not be employed by CCSS.
2. Personnel must meet regulations as specified by the HCQC
3. PROVIDER shall have an English-speaking employee on the premises at all times.

## **LICENSURE AND CERTIFICATIONS**

1. PROVIDER shall render service only during such period that PROVIDER has been issued appropriate licensing for the state in which the PROVIDER's facility is located, and only during such period of time as PROVIDER is in full compliance or has been conditionally exempted from all applicable federal, state, and local laws, regulations and standards.
2. PROVIDER must possess and submit proof of valid state professional licenses and certificates (if applicable) for the state in which the PROVIDER is located to CCSS prior to beginning any service, but not limited to:
  - a. Adult Day Care Facility Administrator's License
  - b. State of Nevada Business License, or equivalent licensing agency for the state in

- which the PROVIDER's facility is located.
- c. Clark County or other appropriate jurisdictional Business License, and proof of current renewals thereafter
  - d. License from State of Nevada, Department of Health and Human Services, Nevada Division of Public and Behavioral Health (DPBH), or the equivalent licensing agency for the state in which the PROVIDER'S facility is located.
3. PROVIDER agrees to notify CCSS in writing within five (5) working days of the occurrence of a change in administrator.
  4. PROVIDER agrees to notify CCSS in writing within five (5) working days of the occurrence of a change in PROVIDER management or governance, fully disclose terms of any sale of the business, and must continue to provide services as listed herein for a period of up to sixty (60) days after written notification has been received by CCSS.

## **COMPENSATION**

1. CCSS shall only pay for services authorized by CCSS to PROVIDER
2. CCSS shall pay PROVIDER based on the current State of Nevada, Division of Healthcare Financing and Policy, Provider Type 39, Adult Day Health Center per diem rate plus fifty (50) percent. Daily rate shall not exceed \$90.00 per day. Four (4) hours or less, CCSS shall pay ½ the per diem daily rate plus fifty (50) percent not to exceed \$45.00; over four (4) hours, CCSS shall pay the full per diem daily rate plus fifty (50) percent not to exceed \$90.00. Prevailing rates may be found at <https://dhcfp.nv.gov/Resources/Rates/FeeSchedules/>.
3. CCSS shall pay invoices within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by CCSS.
  - a. No penalty will be imposed on CCSS if CCSS fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice.
  - b. Invoices shall be submitted via email to: [CCSSInvoices@ClarkCountyNV.gov](mailto:CCSSInvoices@ClarkCountyNV.gov) or Clark County Social Service/ATTN: Accounting  
1600 Pinto Lane  
Las Vegas, NV 89106
4. PROVIDER will accept CCSS payment, as payment in full, for the services identified and authorized by CCSS and provided to the client. PROVIDER will not bill the client, client's family, or any other representative of the client for any additional amounts.
5. If the PROVIDER receives payment for services in an amount which exceeds that authorized by CCSS, the PROVIDER agrees to reimburse CCSS within 30 days.
6. CCSS shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services.
7. CCSS will not pay PROVIDER for specialized medical care or specialized services not listed in PROVIDER RESPONSIBILITIES, unless pre-authorized by CCSS.
  - a. Charges for specialized medical care or specialized services shall not exceed the amount charged for the same services to Nevada Medicaid.
8. PROVIDER must submit all appropriate paperwork to CCSS, for the purposes of determining eligibility, in a timely manner.
9. PROVIDER shall submit invoices to CCSS by the fifth day of each month for the previous month's charges. Invoices shall include the following information:
  - a. PROVIDER'S name and address, invoice date, unique invoice number, dates of services, cost-per-day, and total amount due for the month.

- b. Client's name, dates of services, cost-per-day, cost of any preauthorized services, and total amount due.

## **RECORDS**

1. PROVIDER agrees to maintain the following records:
  - a. Documents on each client which reflect a history of the dates and times of client attendance to the facility.
  - b. Documents on each client which reflect a history that PROVIDER is meeting the requirements set forth in the "PROVIDER RESPONSIBILITIES" section of this scope of work to provide supervised daily activities and services which help to promote the client's self-efficiency, encourage social interaction, and the prevention of physical decline.
  - c. Documents on each client which indicate an emergency contact in case of medical emergencies.
2. PROVIDER shall maintain, for each client, a personal record to include, but not be limited to, all information required by this scope of work and Nevada Medicaid guidelines, as appropriate. PROVIDER must retain personal client records for at least seven (7) years after the date the service month claim is paid by CCSS.
3. CCSS reserves the right to inspect the records and conditions of clients at any time and the right of access for private interviews with any client. CCSS further reserves the right to request/attend staff meetings for any client.
4. PROVIDER must maintain all required records for each employee of the agency, regardless of the length of employment.

## **NOTICES**

1. PROVIDER shall notify CCSS of client's discharge from program on the first business day following the client's discharge.
2. PROVIDER shall notify CCSS within twenty-four (24) hours of any change in client's income, occupancy, death, illness, injury, accident, major fire, or other matters which would necessitate a prompt response by PROVIDER, and immediate interest by CCSS.
3. PROVIDER shall notify CCSS within five (5) working days of a change in client care needs, which may require a re-screening.
4. PROVIDER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to CCSS in a timely manner.
5. Notice of areas of noncompliance shall be given by CCSS to PROVIDER, and PROVIDER shall have a maximum of ten (10) working days to correct the deficiencies and submit a written notification to CCSS detailing the correction of the deficiency.

For the duration of this scope of work contact shall be directed to the following:

CLARK COUNTY, NEVADA  
DEPARTMENT OF SOCIAL SERVICE  
ATTN: Adult Care Services/Donalda Binstock  
1600 Pinto Lane  
Las Vegas, NV 89106  
Email: [Donalda.Binstock@ClarkCountyNV.gov](mailto:Donalda.Binstock@ClarkCountyNV.gov)  
Phone: 702-455-8634

## **INSURANCE**

1. PROVIDER shall provide Certificates of insurance naming Clark County as additional insured and shall be in force at all times with the following coverage and limits.
  - a. General Liability – General Aggregate \$2,000,000 (Add Clark County as additional insured)
  - b. Worker’s Compensation (Additional insured not applicable)
  - c. Professional Liability (Additional insured not applicable)

## **SUSPENSION AND TERMINATION**

1. CCSS may suspend performance by PROVIDER for such period of time as CCSS, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) working days prior to the date on which CCSS wishes to suspend.
  - a. Upon such suspension, CCSS shall pay PROVIDER its compensation, based on the services completed and earned until the effective date of suspension, less all previous payments.
  - b. PROVIDER shall not perform further work after the effective date of suspension until receipt of written notice from CCSS to resume performance.
  - c. In the event CCSS suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER as described herein to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by CCSS based on appropriated funds and approval of CCSS.
2. This scope of work may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfil its obligations under this scope of work through no fault of the terminating party, but only after the other party is given:
  - a. Not less than ten (10) calendar days written notice of intent to terminate; and
  - b. An opportunity for consultation with the terminating party prior to termination.

## **BACKGROUND CHECKS AND SERIOUS OCCURENCES**

1. PROVIDER’s employees and volunteers, including owners, officers, administrators, managers, and consultants must undergo state and federal criminal background checks as required by your HCQC license.
  - a. Documentation of the request and applicable results must be maintained in the personnel record and made available to CCSS upon demand.
  - b. Prior to the provision of any reimbursable activity provided to any CCSS client, all personnel, including volunteers, must have the criminal background check initiated by the hiring/employing agency through the State of Nevada, Department of Public Safety <http://dps.nv.gov/>
    - i. PROVIDER is required to initiate diligent and effective follow-ups to obtain results for background checks within 90 days of submission of fingerprints and continue until results are received.
  - c. CCSS may revoke or suspend this scope of work with PROVIDER if:
    - i. PROVIDER or any staff have been convicted of any offense as described in NRS 449.174, <https://www.leg.state.nv.us/nrs/nrs-449.html>
    - ii. Upon receiving information resulting from the criminal background

- check or from any other source, PROVIDER continues to employ a person who has been convicted of an offense described in NRS 449.174,
- iii. PROVIDER does not take timely and appropriate action as a result of the background check as outlined by the State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health (DPBH), <http://dpbh.nv.gov/>
    - 1. If any employee believes that the information provided as a result of the criminal background check is incorrect, he or she must immediately inform PROVIDER and CCSS in writing within five (5) calendar days.
    - 2. PROVIDER and CCSS may give the employee a reasonable amount of time, but not more than 60 days, to provide corrected information.
    - 3. Employee must be removed from providing services to any CCSS client until the issue has been resolved.
  - d. PROVIDER must report to CCSS all serious occurrences involving the client, PROVIDER's staff, or anything affecting PROVIDER's ability to deliver services.
    - i. Serious occurrences must be submitted within 24-hours of discovery.
    - ii. The documentation supporting the serious occurrence must be maintained in the client's file.
    - iii. Serious occurrences involving either the PROVIDER's staff or client may include, but are not limited to the following:
      - 1. Suspected physical or verbal abuse,
      - 2. Criminal activity,
      - 3. Sexual harassment,
      - 4. Sexual abuse,
      - 5. Injuries requiring medial intervention,
      - 6. Suicidal ideation,
      - 7. Attempts of self-harm,
      - 8. Death of the client,
      - 9. Theft,
      - 10. Exploitation,
      - 11. Medial or medication error,
      - 12. Loss of contact with the client, and/or
      - 13. Unexplained hospital visit.

**TERM OF SERVICE**

- 1. This scope of work is valid from July 1, 2025 through June 30, 2026.

COVERED ENTITY:

Title: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

BUSINESS ASSOCIATE:

Title: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_