

EXHIBIT A ADULT GROUP CARE SERVICES SCOPE OF WORK

The PROVIDER agrees to provide Adult Group Care Services to eligible clients referred by COUNTY on a 24-hour basis, 7 days per week, 365 days per year, including holidays.

1. DEFINITIONS

- A. "Ambulatory Adult" shall mean individuals who are not bedridden.
- B. "Bed Hold" shall mean a paid time period in which the client is out of the facility but plans to return.
- C. "Bureau of Licensure and Certification" (BLC) shall mean the State of Nevada, Division of Health and Human Resources.
- D. "Client" shall mean an individual who meets COUNTY eligibility standards for Adult Group Care.
- E. "General Supervision" shall mean providing assistance and oversight for the activities of individuals capable of average judgment who demonstrate the need for protective supervision.
- F. "Health Care Quality and Compliance" (HCQC) 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 quality of life issues related to nursing facility residents based on state and federal regulations. Go to webpage: <http://dhhs.nv.gov/Health/HCQC.html>.
- G. "Special Needs Resident" shall mean a COUNTY-referred resident requiring more than general supervision and monitoring for one or more activities of daily living, and/or behavioral issues. Examples of services include, but are not limited to dressing, eating, toileting, and bathing.
- H. "PNA" shall mean Personal Needs Allowance, is a monthly monetary allowance determined and required by the State of Nevada Department of Health and Human Services, Division of Welfare and Supportive Service and provided to each client for ancillary needs. For additional definition please go to the website: <https://dwss.nv.gov/Medical-Manual/>. PNA is listed under A-200 – Definitions and Acronyms.
- I. **NAC 449.1591 "Category 1 resident" defined. (NRS 449.0302)** "Category 1 resident" means:

- 1. In a residential facility **with not more than 10 residents**, a resident who, without the assistance of any other person, *is physically and mentally capable of moving himself or herself* from the room in which the resident sleeps to outside the facility in 4 minutes or less; or
- 2. In a residential facility **with more than 10 residents**, a resident who, without the assistance of any other person, *is physically and mentally capable of moving himself or herself* from the room in which the resident sleeps to the other side of a smoke or fire barrier or outside the facility, whichever is nearest, in 4 minutes or less.

(Added to NAC by Bd. of Health by R003-97, eff. 10-30-97)

NAC 449.1595 "Category 2 resident" defined. (NRS 449.0302) "Category 2 resident" means:

- 1. In a residential facility **with not more than 10 residents**, a resident who, without the assistance of any other person, *is not* physically or mentally capable of moving himself or herself from the room in which the resident sleeps to outside the facility in 4 minutes or less.
- 2. In a residential facility **with more than 10 residents**, a resident who, without the assistance of any other person, *is not* physically or mentally capable of moving himself or herself from the room in which the resident sleeps to the other side of a smoke or fire barrier or outside the facility, whichever is nearest, in 4 minutes or less.

(Added to NAC by Bd. of Health by R003-97, eff. 10-30-97) For more information on Category 1 and 2 Resident's, please go to the website: <https://www.leg.state.nv.us/NAC/NAC-449.html#NAC449Sec156>

2. ADULT GROUP CARE SERVICE REQUIREMENTS

- A. PROVIDER shall provide general supervision to ambulatory adult individuals (i.e., not bedridden) who are not able to live independently because of age, infirmity, or disability.
- Services that the PROVIDER is not authorized to provide include professional medical care and treatment, and any services and supervision of an individual which extend beyond HCQC licensing specifications and/or requirements, or the requirements of the equivalent licensing agency for the state in which the PROVIDER'S facility is located.
- B. PROVIDER shall provide 3 nutritious meals per day, a clean environment, and weekly laundry services. PROVIDER shall provide physician-ordered diets, if required, and meet individual food preferences.
- C. PROVIDER shall provide transportation to routine appointments, such as to a physician's or Social Security Office, and to pick-up prescriptions. Preauthorization by COUNTY's designated staff is required for transportation cost not provided by PROVIDER.
- D. PROVIDER shall provide general supervision and monitoring of self-administered medications.
- E. PROVIDER may have the opportunity to provide services for a "Special Needs Resident." that are requiring more than general supervision and monitoring for one or more activities of daily living, and/or behavioral issues. Examples of services include, but are not limited to dressing, eating, toileting, and bathing.
- F. PROVIDER must maintain compliance with Nevada Administrative Code (NAC) 449.156 through 449.27706, inclusive in providing Group Care Services to CATEGORY 1 Residents. (Revised 6-16) NAC, go to website link: <https://www.leg.state.nv.us/NAC/NAC-449.html#NAC449Sec156>
- PROVIDER is **not authorized** to provide Group Care Services to CATEGORY 2 Residents.

3. CONDITIONS OF PARTICIPATION

- A. PROVIDERS accepting wheelchair-bound residents shall meet all appropriate standards required to accommodate wheelchair clients and be within limits for numbers of clients permitted in the facility to use wheelchairs as specified by the HCQC, or equivalent licensing agency for the state in which the PROVIDER'S facility is located.
- B. PROVIDER agrees that COUNTY reserves the right for authorized personnel to review all clients' personal records (e. g. eligibility files, medical records, income statements), the condition of the client, and PROVIDER's records at any time.
- C. COUNTY will provide the level of care screening for all COUNTY clients in the facility to certify that each client meets the criteria for appropriate residence in an adult group care setting and designate whether compensation shall be made at the intermediate needs or additional needs rate.
- D. PROVIDER agrees that COUNTY reserves the right for authorized personnel to conduct an inspection at any time of the general condition of the PROVIDERs facility in order to ensure the health, safety, and welfare of the client.

4. AUTHORIZATION

The PROVIDER shall receive written authorization from COUNTY to provide the services, as described herein, to clients placed by COUNTY.

5. PERSONNEL

- A. The facility must have an Administrator of Facilities for Long Term Care licensed by the State of Nevada Board of Examiners, or the equivalent licensing agency for the state in which the PROVIDER'S facility is located. The Administrator, or a designee, must be available by telephone 24 hours per day.
- B. Staff - Personnel must meet regulations and requirements as specified by the HCQC, or the equivalent licensing agency for the state in which the PROVIDER'S facility is located.
- C. PROVIDER shall have an English-speaking employee on the premises at all times.
- D. The PROVIDER shall render service, but only during such period that PROVIDER has been issued a State license by the HCQC or the equivalent licensing agency 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.

6. COMPENSATION

- A. COUNTY shall determine payments to PROVIDER in accordance with established COUNTY criteria.
- B. COUNTY shall determine the dollar amount of patient liability owed by the COUNTY-referred client to the PROVIDER.
- C. COUNTY agrees to pay PROVIDER for actual days a client resides in the adult group care facility. COUNTY shall not pay for a client's discharge day. Upon notification by the PROVIDER that a client is out of the facility but plans to return, COUNTY may approve a "Bed Hold" up to 5 calendar days. The PROVIDER shall inform COUNTY staff, or the long-term care supervisor, on the first business day following the bed being vacated. Bed holds exceeding 5 calendar days for non-medical reasons must have prior approval.
- D. COUNTY shall pay the PROVIDER based on the "Current" State of Nevada Waiver Program for adult group care rates. If patient liability exceeds current SSI rate, the amount in excess will be deducted from the COUNTY payment. The PROVIDER will accept COUNTY payment as payment in full, and not bill the client, clients' family, or any other representative of the client for any additional amounts, except for patient liability. If the PROVIDER receives payment for care and services in an amount which exceeds that authorized by COUNTY, the PROVIDER agrees to reimburse COUNTY within 30 days.
- E. COUNTY shall pay the PROVIDER based on the "Current" State of Nevada Waiver Program for adult group care rates under Provider Type 57 Waiver for Elderly in Adult Residential Care. Prevailing rates may be found at <http://dhcftp.nv.gov/Resources/Rates/FeeSchedules>
- F. COUNTY will pay the Personal Needs Allowance (PNA) to the client when the client does not have sufficient income for the amount of the allowance. However, when the client does have sufficient income for the amount of the allowance, as determined by COUNTY, the client will be responsible for his/her own PNA. The PNA is based on the current rate provided by the State of Nevada.
- G. Pharmacy charges shall be billed by and paid to the pharmacy directly by the PROVIDER as agreed by the COUNTY. Pharmacy charges for residents shall not exceed the amount charged for the same services to State Medicaid residents. NDC codes shall be required on the invoice for all drugs administered. PROVIDER will Invoice the COUNTY after payment of Pharmacy charges for residents has been adjudicated. Each Invoice received by the COUNTY must include a copy of the following:
 - Invoice from the Pharmacy;
 - Copy of remittance from the Pharmacy indicating the bill has been paid.

Request for reimbursement by the PROVIDER must be submitted to the COUNTY within thirty (30) days. Payment of invoices will be made within thirty (30) days after receipt of an accurate Invoice that has been reviewed by the COUNTY. COUNTY shall not provide payment on any invoice PROVIDER submits after six

(6) months from the date of Pharmacy Bills. COUNTY, at its discretion, may not approve or Issue payment on Invoice if PROVIDER fails to provide all the necessary information.

7. RECORDS

PROVIDER shall maintain for each client a personal record to include, but not be limited to all information required by the HCQC or the equivalent licensing agency for the state in which the PROVIDER'S facility is located, a written record of all accidents, injuries, and illnesses; and the client's annual tuberculosis and other required testing in accordance with State of Nevada specifications or the specification of the state in which the PROVIDER'S facility is located.

8. NOTICE

- A. The PROVIDER must notify COUNTY within 24 hours of any situation, such as a 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 COUNTY.
- B. The PROVIDER shall notify COUNTY within 5 working days of a change in client care needs and request a re- screening to modify the level of care compensation designation.

9. CREDENTIALS

PROVIDER must possess valid state professional licenses and certificates (if applicable), for the State in which the PROVIDER is located including, but not limited to 1) Administrator's License and 2) Certification from State of Nevada, Department of Health and Human Services, State Health Division, Bureau of Health Care Quality and Compliance, **or** the equivalent licensing agency for the state in which the PROVIDER'S facility is located.