

**EXHIBIT A  
HOMEMAKER HOME HEALTH AIDE SERVICES  
SCOPE OF WORK**

Clark County Code 2.48.010 requires COUNTY on behalf of the Department of Social Service to provide homemaking and personal care services to eligible Clark County residents. The Homemaker Home Health Aide Program (HHHA) provides general homemaker assistance to individuals in an effort to maintain placement in their own homes rather than being placed in institutions.

**A. DEFINITIONS**

- a. "Client" shall mean an eligible individual who will receive HHHA services under an in-home care setting as determined by COUNTY.

**B. PROVIDER RESPONSIBILITIES**

- a. PROVIDER shall deliver homemaker home health aide services to individuals over the age of 18 with a medical condition that impacts their ability to complete tasks independently in an effort to delay or prevent unnecessary institutionalization.
  - i. Services shall include, but are not limited to:
    - 1. Personal Hygiene,
      - a. Including all "non-weight bearing" personal care assistance.
    - 2. Nutrition,
      - a. Including meal preparation.
    - 3. Light housekeeping, and
    - 4. Miscellaneous duties
      - a. Including grocery shopping, laundry, prescription pickup and linen changes
- b. PROVIDER is responsible to provide the required personal protective equipment necessary for staff to provide these services.
- c. PROVIDER shall deliver any of the above services to clients deemed eligible by the COUNTY in independent living situations as specified in each client's AGREEMENT FOR PLAN OF CARE (Attachment 1) or as approved by written authorization from COUNTY.
  - i. Exhibit A and Attachment 1 are not a fully inclusive list.
  - ii. All services listed in Exhibit A and Attachment 1 must be provided.
  - iii. Transportation service shall only be provided with prior written approval from COUNTY.
- d. PROVIDER shall deliver services to all areas of Clark County, including the outlying towns of Searchlight, Cal-Nev-Ari, Laughlin, Overton, Sandy Valley, Mesquite, Logandale, Jean and the Moapa Indian Reservation, as well as in the Metropolitan Las Vegas area which includes Boulder City, Henderson, North Las Vegas, and the City of Las Vegas.
  - i. PROVIDER shall be available Monday through Friday 7:00 AM through 5:00 PM as well as evening, weekends and COUNTY holidays.
  - ii. PROVIDER must deliver services within seven (7) working days of COUNTY'S request.
- e. PROVIDER shall submit a summary invoice for all services rendered utilizing the HHHA SUMMARY INVOICE (Attachment 2) as well as all supporting copies of CLIENT ASSIGNMENT SHEET (Attachment 3) on a monthly basis.
  - i. Attachment 3 shall state the name of the client, type of service rendered, actual time of arrival and departure, name of the home health aide, dates of service and a verifying signature of the client.
    - 1. PROVIDER's employee shall provide a written description of the services provided on that date.
    - 2. Incomplete or inaccurate reporting may result in delayed or denied payment.
  - ii. PROVIDER shall submit monthly statements for payment.
- f. PROVIDER shall ensure that its employees complete a CLIENT RECEIPT (Attachment 4) whenever monetary transactions transpire between a client and the PROVIDER'S employee(s).
  - i. Attachment 4 must accompany its corresponding Attachment 3 for the corresponding date of the transaction and be forwarded to the COUNTY at the time of billing.
- g. PROVIDER shall report to COUNTY within 24-hours any situation which would necessitate a prompt response by the PROVIDER and of immediate interest to COUNTY.

- i. Situations may include but are not limited to:
  - 1. Change in occupancy,
  - 2. Death,
  - 3. Illness,
  - 4. Hospitalization,
  - 5. Injury,
  - 6. Accident,
  - 7. Fire, and/or
  - 8. Any other such urgent matter.
- h. PROVIDER must make available any records in regard to matters covered by this CONTRACT for audit, examination, and/or review upon request at any time during normal operating hours to COUNTY and its representatives including COUNTY contracted and internal auditors.
- i. PROVIDER shall perform all requirements which are detailed in ASSURANCES (Attachment 5) to fulfill the COUNTY'S obligations imposed by local, state and federal laws and regulations.
- j. PROVIDER shall furnish COUNTY'S representative(s) with copies of all PROVIDER'S correspondence to regulatory agencies for COUNTY'S review and approval prior to sending any such correspondence.
- k. PROVIDER will hire, administer, supervise and train appropriate personnel to accomplish the requirements specified in this CONTRACT.
  - i. PROVIDER'S associates, subcontractors, principals, officers and employees shall be fingerprinted and must pass a Nevada State and local security background investigation prior to being assigned any services.
  - ii. Compliance with the requirements contained in this clause shall be at no expense to COUNTY.
- l. PROVIDER'S employees who provide services to COUNTY clients must meet the minimum requirements as outlined in, HOMEMAKER WORKER MINIMUM QUALIFICATIONS (Attachment 6).
- m. PROVIDER'S employees providing direct services to a HHA client are required to participate in and successfully complete an approved training program.
  - i. The training program shall include basic training, periodic and continuing in-service training, and on-the-job instruction and supervision.
  - ii. Each direct service employee must be evaluated and determined competent prior to providing service to a HHA client.
- n. PROVIDER must arrange training for all staff in accordance with regulation established by NAC 449.3977 <https://www.leg.state.nv.us/nac/nac-449.html>
  - i. Training must include the following subjects:
    - 1. Policies, procedures and expectations of the PROVIDER, including staff, client and PROVIDER'S rights and responsibilities,
    - 2. Record keeping and reporting, including billing and daily record documentation,
    - 3. Information about the specific needs and goals of the clients to be served,
    - 4. Recognition and prevention of abuse of older persons,
    - 5. Confidentiality,
    - 6. Care of the client, home, and personal belongings
    - 7. And any and all other trainings required by the Department of Health and Human Services Nevada Division of Public and Behavioral Health (DPHB).
- o. PROVIDER shall submit proof that its employees have received training for bathing assistance, as well as annual training geared at recognizing and reporting suspected elder abuse.
  - 1. Such proof shall be provided upon demand by COUNTY as well as at annual COUNTY audits.
- p. PROVIDER shall be subject to a continuous evaluation process by COUNTY from data obtained and collected from QUALITY ASSURANCE SURVEY/ASSESSMENT (Attachment 7).
  - i. Evaluation will be based on client's responses and basic administrative standards; including punctuality in submitting required administrative data and correct administrative procedures.
  - ii. Unsatisfactory evaluation results that remain uncorrected for ten (10) working days after COUNTY has given written notice, shall establish sufficient cause for COUNTY to immediately terminate this CONTRACT.

- q. PROVIDER and COUNTY hereby agree to amend this CONTRACT should such modification be required by the United States Department of Health and Human Services or the State Department of Human Resources, and/or any applicable federal statutes or regulations.

**C. COUNTY RESPONSIBILITIES**

- a. COUNTY will determine and provide service requirements for each individual client.
- b. COUNTY agrees to provide PROVIDER with copies of COUNTY'S required forms, including Attachments 1, 2, 3, 4, 5, 6, and 7.
- c. COUNTY shall provide staff contact information to PROVIDER. COUNTY staff are available between the hours of 7:00 AM to 5:00 PM, Monday through Friday, excluding holidays.
- d. COUNTY staff will provide clarification of program service guidelines and notify PROVIDER of changes in client services.

**D. BACKGROUND CHECKS AND SERIOUS OCCURENCES**

- a. PROVIDER'S employees and volunteers working under this CONTRACT, including owners, officers, administrators, managers, and consultants must undergo state and federal criminal background checks a minimum of every five (5) years, and as indicated to ensure no convictions of applicable offenses have occurred.
  - i. Documentation of the request and applicable results must be maintained in the personnel record and made available to COUNTY upon demand.
  - ii. Prior to the provision of any reimbursable activity provided to any COUNTY 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/>
    - 1. 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.
  - iii. COUNTY will not enter into contract with any entity convicted of a felony or misdemeanor for any offense which the Nevada Department of Public Safety determines is inconsistent with the best interest of clients.
  - iv. COUNTY may revoke or suspend CONTRACT with PROVIDER if PROVIDER:
    - 1. Or its any of its staff has been convicted of any offense as described in NRS 449.174, <https://www.leg.state.nv.us/nrs/nrs-449.html>
    - 2. Upon receiving information resulting from the criminal background check or from any other source, continue to employ a person who has been convicted of an offense described in NRS 449.174,
    - 3. 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/>
      - a. 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 COUNTY in writing within five (5) calendar days.
      - b. PROVIDER and COUNTY may give the employee a reasonable amount of time, but not more than 60 days, to provide corrected information.
      - c. Employee must be removed from providing services to any COUNTY client until the issue has been resolved.
  - v. PROVIDER must report to COUNTY all serious occurrences involving the client, PROVIDER'S staff, or anything affecting PROVIDER'S ability to deliver services.
    - 1. Serious occurrences must be submitted with 24-hours of discovery.
    - 2. The documentation supporting the serious occurrence must be maintained in the client's file.
    - 3. Serious occurrences involving either the PROVIDER'S staff or client may include, but are not limited to the following:
      - a. Suspected physical or verbal abuse,
      - b. Criminal activity,
      - c. Sexual harassment,

- d. Sexual abuse,
- e. Injuries requiring medical intervention,
- f. Suicidal ideation,
- g. Attempts of self-harm,
- h. Death of the client,
- i. Theft,
- j. Exploitation,
- k. Medical or medication error,
- l. Loss of contact with the client, and/or
- m. Unexplained hospital visit.

**E. RECORDS**

- a. PROVIDER may only provide and bill for services that have been identified in this CONTRACT, and that have been authorized by COUNTY.
- b. PROVIDER must maintain financial records, supporting documentation, and all other records relating to services provided under this CONTRACT.
- c. PROVIDER must retain records for a period pursuant to COUNTY retention policy.
  - i. These records must be maintained by PROVIDER for at least seven (7) years after the date the invoice is paid.
    - 1. Overpayments are subject to recovery by COUNTY.
- d. PROVIDER must maintain all required records for each employee of the agency, regardless of length of employment.
- e. PROVIDER must maintain the required record for each client who has been provided services, regardless of length of service period. Documents on each client will reflect dates, times and reasons for admission, leaves, transfers and discharges.

**F. LICENSURE NOTIFICATIONS**

- a. PROVIDER shall render service only during such period that PROVIDER has been issued a state license from the State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health, Bureau of Health Care Quality and Compliance (HCQC) in accordance with Nevada Revised Statute (NRS) Chapter 449 and Nevada Administrative Code (NAC) Chapter 449 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.
- b. PROVIDER shall assure that its services are in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and any other regulations.
  - i. Other related statutes and regulations:
    - 1. NRS Chapter 200
    - 2. NRS Chapter 232
    - 3. NRS Chapter 422A
    - 4. NRS Chapter 426
    - 5. NRS Chapter 427A
    - 6. NRS Chapter 449
    - 7. NAC Chapter 426
- c. PROVIDER shall possess and submit verification to COUNTY of all required State of Nevada Professional Licenses and registrations as a Homemaker Home Health Aide Provider, including any business licenses and any licenses required by DPBH Board of Health for providers of In-Home Personal Care Services prior to award of CONTRACT.
- d. PROVIDER shall possess valid state professional licenses and certificate for the state in which the PROVIDER is located including, but not limited to the Administrator's License.
- e. PROVIDER must provide a copy of the state license issued by DPBH, HCQC or other state agency's licensure to the Clark County Purchasing and Contracts Division before beginning any service under this CONTRACT.
- f. PROVIDER must include coverage for sexual molestation and physical abuse.

- g. PROVIDER agrees to notify COUNTY in writing within five (5) working days of the occurrence of a change in PROVIDER leadership and to fully disclose terms of any sales contract. In case of change of leadership, PROVIDER must continue to provide services listed in this CONTRACT for a period up to sixty (60) days after written notification of sales contract has been received by COUNTY and Clark County Purchasing and Contracts Division.

**G. NOTICES**

- a. PROVIDER shall notify COUNTY 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.

Notice of areas of noncompliance shall be given by COUNTY to PROVIDER, and PROVIDER shall have a maximum of ten (10) working days to correct the deficiencies.

**H. COMPENSATION**

- a. COUNTY will pay PROVIDER based on the current state of Nevada, Division of Healthcare Financing and Policy, PROVIDER Type 30 and 83 Personal Care Services plus fifty (50) percent. Hourly rate shall not exceed \$30.00. Prevailing rates may be found at <http://dhcfnv.gov/Resources/Rates/FeeSchedules>.
- b. COUNTY will issue a mileage stipend of \$13.00 per verified CLIENT ASSIGNMENT SHEET (Attachment 3) submitted with monthly invoice.