

EXHIBIT A SKILLED NURSING FACILITY SCOPE OF WORK

PROVIDER agrees to provide Skilled and/or Intermediate levels of care including nursing, physician, and related services to eligible clients referred by COUNTY on a twenty-four (24) hour basis, seven (7) days per week, 365 days per year, including holidays.

1. DEFINITIONS

- A. Bureau of Health Care Quality and Compliance (HCQC) refers to a bureau within the State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health. HCQC licenses, monitors, and investigates complaints against skilled nursing facilities.
- B. Level of Care refers to the intensity of medical care required for the resident/client. Level of care is adopted from the current State of Nevada, Health Care Financing and Policy Division, Medicaid Services Manual. COUNTY determines each resident/client's level of care from the following:
 - 1. Nursing Facility Standard
 - 2. Nursing Facility Ventilator Dependent
 - 3. Nursing Facility Behaviorally/Medically Complex
- C. Resident/Client shall mean an individual who lives in the facility, is authorized by COUNTY, and receives care consistent with that provided by the applicable level of care.
- D. Facility refers to a facility which provides one or both levels of care.
- E. "Social Services" shall mean the provision of services necessary to meet the total spectrum of any resident's needs. Examples of services include but are not limited to financial assistance, discharge planning, grievance counseling, and application assistance.
- F. Personal Needs Allowance (PNA) is a monthly monetary allowance determined and required by the State of Nevada, Department of Health and Human Services, Division of Welfare and Supportive Services and provided to each client for ancillary needs. For additional definition visit the website: <https://dwss.nv.gov/Medical-Manual/>. PNA is listed under A-200 – Definitions and Acronyms.

2. SERVICES

PROVIDER agrees to provide the following skilled and/or intermediate levels of care services to authorized residents:

- A. PROVIDER must maintain compliance with all HCQC regulations and requirements required for licensure and maintain HCQC licensure and provide medical care and all types of care as required by HCQC, including established timeframes.
- B. Physician and/or registered nurse attendance and supervision to include a planned and continued regimen of medical care;
- C. Medical equipment, facilities, and supplies to meet all skilled and/or intermediate care, nursing needs of residents, including isolation facilities and supplies to meet emergency needs;
- D. Dietician consultation for three (3) nutritious and appetizing meals per day;
- E. Contractual arrangements for professional services to include, but not be limited to, physical therapy, speech therapy, pharmacy, laboratory, occupational therapy, respiratory therapy and radiology;
- F. Medication, vaccines, and administration of drugs;
- G. Restorative medical service;
- H. Planned regimen of daily activities;
- I. Required number of social workers according to HCQC regulations; and
- J. Required staffing according to HCQC regulations.

3. LEVELS OF CARE

- A. Levels of care are adopted from the current State of Nevada, Health Care Financing and Policy Division, Medicaid Services Manual, Section 503.8 – Level of Care and Section 503.10 Behaviorally Complex Care. <http://dhcfp.nv.gov/Resources/AdminSupport/Manuals/MSM/C500/Chapter500>

- B. COUNTY will determine level of care for each COUNTY resident. Level of care is nursing facility standard, nursing facility ventilator dependent or nursing facility behaviorally/medically complex.
- C. PROVIDER may request a new level of care screening at any time by contacting COUNTY and providing requested documentation. All levels of care are determined by COUNTY.

4. CONDITIONS OF PARTICIPATION

- A. PROVIDER agrees to accept residents placed by COUNTY who are pending approval for Nevada Medicaid coverage. In the event the Medicaid application is denied, COUNTY will compensate PROVIDER based on the applicable established Nursing Facility Rate associated with resident's COUNTY determined level of care.
- B. PROVIDER must be licensed and approved as a skilled and/or intermediate care nursing home by the State of Nevada, Department of Health and Human Services (DHHS), Division of Public and Behavioral Health (DPBH), Bureau of Health Care Quality and Compliance (HCQC) or the equivalent licensing agency for the state in which the PROVIDER facility is located.
- C. PROVIDER agrees to adhere to professional standards of medical care and services, and to comply with all local, state, and federal statutes, rules and regulations related to the PROVIDER'S performance in accordance with this contract, including, but not limited to, prohibitions against factoring and accepting or paying kickbacks for services provided to residents.
- D. PROVIDER agrees to change residents from one level of care to another as determined by COUNTY.
- E. PROVIDER agrees to admit residents following PROVIDER'S established admission process Monday – Friday during business hours. PROVIDER agrees to admit residents on weekends and outside regular business hours when prior arrangements have been made by COUNTY.
- F. COUNTY will withdraw any payment if 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, including but not limited to the State of Nevada, Department of Health and Human Services, Division of Welfare and Supportive Services (DWSS), State of Nevada, Department of Health and Human Services, Division of Health Care Financing and Policy (Nevada Medicaid), Bureau of Health Care Quality and Compliance, the Social Security Administration, the Veterans' Administration, and/or COUNTY.
- G. 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 resident, and PROVIDER'S records at any time.
- H. PROVIDER agrees that COUNTY 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 resident.
- I. PROVIDER agrees to notify COUNTY in writing within five (5) business days of the occurrence of a change in ownership and to fully disclose terms of any finalized sales contract. In case of change of ownership, PROVIDER must continue to provide services listed in this Scope of Work for a period up to sixty (60) days after written notification of sales contract has been received by COUNTY.

5. AUTHORIZATION

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

6. 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. PROVIDER agrees to notify COUNTY in writing within five (5) business days of the occurrence of a change in administrator.
- 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 render service, in accordance with HCQC requirements and license as issued by the State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health or the equivalent licensing agency for the state in which the PROVIDER facility is located, and only during such period of time as PROVIDER is in full compliance with HCQC requirements and all applicable Federal, State and Local laws, regulations and standards.

7. CREDENTIALS

PROVIDER must possess valid applicable state professional licenses and certificates, 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, Division of Public and Behavioral Health, Bureau of Health Care Quality and Compliance or the equivalent licensing agency for the state in which the PROVIDER'S facility is located.

8. COMPENSATION

- A. COUNTY will pay PROVIDER based on the current State of Nevada, Division of Healthcare Financing and Policy daily rate for the applicable level of care as outlined below:
1. For residents determined by COUNTY to be at the nursing facility standard level of care, compensation rates are based on costs and a percentage of the facilities assigned Medicaid ventilator daily rate plus fifty (50) percent. Daily rate shall not exceed \$500.
 2. For residents determined by COUNTY to be at the nursing facility ventilator dependent level of care, compensation rates are based on costs and a percentage of the facilities assigned Medicaid ventilator daily rate plus fifty (50) percent. Daily rate shall not exceed \$800.
 3. For residents determined by COUNTY to be at the behaviorally/medically complex level of care, compensation rates are based on costs and a percentage of the facilities assigned Medicaid ventilator daily rate plus fifty (50) percent. Daily rate shall not exceed \$800.

Compensation rate structure for resident(s) placed in a facility in another state, or if the in-state facility does not have an established Nursing Facility Ventilator Dependent Rate, is the average of the State of Nevada, Division of Healthcare Financing and Policy daily rate for the applicable level of care, adhering to the listed not to exceed amount. Current State of Nevada, Division of Healthcare Financing and Policy daily rate information is available at <https://dhcfp.nv.gov/Resources/Rates/NursingFacilities/>

- B. COUNTY agrees to pay PROVIDER for actual days a client resides in the skilled and/or immediate levels of care facility. Upon notification by the PROVIDER that a client is out of the facility but plans to return, COUNTY approves a "Bed Hold" up to five (5) calendar days. The PROVIDER shall inform COUNTY designated staff on the first day following the bed being vacated. Bed holds exceeding five (5) calendar days must have prior approval. Bed hold approval will not exceed a maximum of fifteen (15) calendar days.
- C. PROVIDER shall submit invoices to COUNTY on a monthly basis. Invoices are to be received by COUNTY by the fifth day of each month for the previous month's charges. Invoices shall include all charges per resident including any preauthorized services or supplies. CCSS shall pay invoices within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by CCSS. 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. Invoices shall be submitted via email to CCSSInvoices@ClarkCountyNV.gov and must utilize the approved billing form.
- D. COUNTY will pay PROVIDER for specialized medical care only when such care has been preauthorized by COUNTY. Specialized medical care includes any charges which would not normally be covered by the per diem rate.
- E. Charges for any services which are added to the per diem rate, shall not exceed the amount charged for the same services to Nevada Medicaid without prior approval by COUNTY. If the resident is placed in a State other than Nevada, the charges for services will be at that State's Medicaid rate or Nevada's Medicaid rate, whichever is lower.
- F. Pharmacy charges for residents shall not exceed the amount charged for the same services to Nevada Medicaid residents. National Drug Codes are required and shall be clearly listed on the invoice for all drugs administered, including Nevada Medicaid approved Over-the-Counter (OTC) drugs as ordered by a physician.
1. Prescribed drugs are adopted from the current State of Nevada, Health Care Financing and Policy Division, Medicaid Services Manual, Section 1203, p2. Prescribed Drugs. <http://dhcfp.nv.gov/Resources/AdminSupport/Manuals/MSM/C1200/Chapter1200>.
 2. PROVIDER shall invoice COUNTY after payment of pharmacy charges for residents has been satisfied with the pharmacy.
 3. Each invoice received by COUNTY must include a copy of the following:

- i. Invoice from the pharmacy; and
 - ii. Copy of remittance from the pharmacy indicating the bill has been paid.
- 4. PROVIDER must submit a request for reimbursement to COUNTY within thirty (30) days of satisfying the pharmacy charges with the pharmacy.
- G. PROVIDER shall utilize and deduct from the total monthly charges the resident's medical insurance resources, including, but not limited to, Medicare, private insurance, and other medical benefits provided by employers and unions before claims are submitted to COUNTY.
- H. PROVIDER shall collect the established resident liability and expenditures for personal items not covered by COUNTY each month from resident.
- I. COUNTY will pay the Personal Needs Allowance (PNA) amount to the client when the client does not have sufficient income for the amount of the allowance. PNA is based on the current rate provided by the State of Nevada. COUNTY issued PNA checks must be cashed or deposited in the client's account within 30 days of issuance.
- J. PROVIDER shall accept COUNTY payment, as payment in full for the services identified and authorized by COUNTY and provided to the resident. PROVIDER shall not bill the resident, family member(s) or personal representative, for services identified and authorized by COUNTY. If PROVIDER receive payment for nursing care and services in any amount which exceeds the authorized rate, PROVIDER agrees to reimburse COUNTY up to the full amount already paid by COUNTY. Reimbursements will be taken as a credit against a future invoice, whenever possible.
- K. The per diem rate includes COUNTY'S full payment for services for the nurse, doctor, dietician, and other professional staff, medical equipment, facilities and supplies to meet all skilled and/or intermediate care, nursing needs of residents, including isolation facilities and supplies to meet emergency needs.
- L. PROVIDER must submit all appropriate paperwork to COUNTY for the purposes of determining eligibility and patient liability in the timeframe designated by COUNTY.

9. RECORDS

PROVIDER agrees to maintain the following records:

- A. 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 all required testing in accordance with State of Nevada specifications or the specifications of the state in which the PROVIDER facility is located.
- B. Documents on each resident which reflect dates, times, and reasons for admission, leaves, transfers, and discharges. The COUNTY'S authorization for new admissions, transfers, and leaves must be obtained by PROVIDER. The records shall account for any resident absences from the PROVIDER. COUNTY reserves the right to inspect the records and conditions of residents at any time, and the right of access for private interviews with any resident. COUNTY further reserves the right to request/attend staffing for any COUNTY residents.
- C. Documents which indicate individual, agency, or facility responsible to act on behalf of resident in case of medical emergencies; and
- D. Documents as are necessary to fully disclose to the resident, resident's representative and/or COUNTY, the management of resident funds and, upon demand, transfer to the resident, resident representative, and/or COUNTY the balance of resident trust funds held by the PROVIDER. Upon discharge, the monies and valuables of resident shall be returned to resident or, in the event of the resident's death, to the resident's legal representative.

10. NOTICE

- 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 and/or be of immediate interest to COUNTY.
- B. PROVIDER shall notify COUNTY within five (5) business days of a change in client care needs, which may require a re-screening.
- C. If patient trust fund exceeds allowable limit, PROVIDER must notify COUNTY within five (5) business days.