

CETS #:	
Agency Reference #:	CBENo.605920-21

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Nevada Department of Veterans Services Nevada State Veterans Home-Boulder City Attn: Administrator
Address:	100 Veterans Memorial Drive
City, State, Zip Code:	Boulder City, Nevada 89005
Contact:	Administrator
Phone:	702-332-6784
Fax:	702-332-6762

Public Entity #2:	Clark County on behalf of Department of Social Service
Address:	1600 Pinto Lane
City, State, Zip Code:	Las Vegas, Nevada 89106
Contact:	Director
Phone:	
Fax:	702-455-5950

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

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3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	July 1, 2021	To:	June 30, 2023
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Contract may be renewed for an additional two years from July 1, 2023 to June 30, 2025, upon agreement of both parties.

4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK AND DELIVERABLES
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Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

At a cost of \$2.00 per day over Medicaid rates for each of the CCSS residents at all levels of care.

Total Contract or installments payable at:	Monthly
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Total Contract Not to Exceed:	\$350,000
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**
- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

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- B. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES**. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY**. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE**. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION**. Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES**. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. **WAIVER OF BREACH**. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY**. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. **ASSIGNMENT**. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION**. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of

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25. this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

		Deputy Director of Healthcare Services
Public Entity #1: Amy Garland	Date	Title
		Chair, Clark County Board of Commissioners
Public Entity #2: Marilyn Kirkpatrick	Date	Title
		Clark County Clerk
Public Entity #3: Lynn Marie Goya	Date	Title

APPROVED BY BOARD OF EXAMINERS

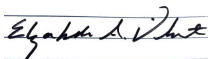
Signature – Board of Examiners

On: _____
Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: _____
Date



Steven B. Wolfson, Clark County District Attorney
By: Elizabeth A. Vibert, Clark County Deputy District Attorney

On: Aug 9, 2021
Date

EXHIBIT A SCOPE OF WORK

The NEVADA DEPARTMENT OF VETERANS SERVICES (PROVIDER) agrees to provide for skilled and/or intermediate levels of care including nursing, physician, and related services as directed by a physician, on a twenty-four (24) hour basis, for medically indigent persons as identified by CLARK COUNTY DEPARTMENT OF SOCIAL SERVICES (CCSS).

1. DEFINITIONS

- A. "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. <http://dhhs.nv.gov/Health/HCQC.html>.
- B. "Resident" shall mean an individual who lives in the facility and receives care consistent with that provided by one of the two levels of care.
- C. "Facility" shall mean a facility which provides two nursing levels of care, standard and/or ventilator care.
- D. "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, shopping, grievance counseling, and application assistance.

2. SERVICES

A. CCSS RESPONSIBILITIES

- (a) CCSS shall pay PROVIDER as set forth in paragraph (7) of CONTRACT.
- (b) CCSS agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- (c) The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by CCSS' representative, Clark County Social Service Administration, telephone number (702) 455-5722 or their designee. CCSS' representative may delegate any or all of his/her responsibilities under this Contract to appropriate staff members and shall so inform PROVIDER.
- (d) The review comments of CCSS' representative may be reported in writing as needed to PROVIDER. It is understood that CCSS' representatives review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract. PROVIDER shall return any original data provided by CCSS.
- (e) 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 by this Contract

B. PROVIDER RESPONSIBILITIES - The PROVIDER agrees to provide the following services

to authorized residents:

- (a) Physician and registered nurse attendance and supervision to include a planned and continued regimen of medical care;
- (b) Medical equipment, facilities, and supplies to meet all skilled and/or intermediate care nursing needs of residents, to include isolation facilities and supplies to meet emergency needs;
- (c) Dietary supervision for three (3) nutritious and appetizing meals per day;
- (d) Contractual arrangements for professional services to include, but not be limited to, physical therapy, speech therapy, pharmacy, laboratory, and radiology;
- (e) Medication, vaccines, and administration of drugs;
- (f) Restorative medical service;
- (g) Planned regimen of daily activities;
- (h) Required number of social workers according to HCQC regulations; and
- (i) Required staffing according to HCQC regulations.

3. LEVELS OF CARE

- A. CCSS will set all levels of care for every straight CCSS pay resident. Each resident's level of care determines the per diem rate the PROVIDER will be paid.
- B. Levels of care are adapted from the current State of Nevada, Health Care Financing and Policy Division, Medicaid Services Manual, Section 503.3 – Level of Care. CCSS is not limited to or bound by these guidelines.
- C. All levels of care are reviewed during bi-annual audits of Nevada PROVIDERS and at least annually for out of state PROVIDERS. Levels of care are also reviewed and changed accordingly when a resident's functioning ability changes. PROVIDERS may request a new level of care screening at any time by contacting the appropriate CCSS representative.

4. CONDITIONS OF PARTICIPATION

- A. PROVIDER agrees to accept residents placed by CCSS who are pending approval for Nevada Medicaid coverage.
- B. PROVIDER must be licensed and approved as a skilled and/or intermediate care nursing home by the HCQC or the equivalent licensing agency for the state in which the PROVIDER'S facility is located. Before beginning any service under this Contract, the PROVIDER must provide a copy of the HCQC or other state agencies licensure to the CCSS.
- 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 CCSS.
- E. PROVIDER agrees to admit residents on weekends when prior arrangements have been made by CCSS.
- F. CCSS shall withdraw any payment guarantee if the PROVIDER fails to provide accurate information, cooperate, provide misinformation, or miss specified deadlines for the provision of information to any State or Federal department or agency, including the State Department of Welfare and Supportive Services (DWSS), Health Care Financing and Policy (Nevada Medicaid), HCQC, the Social Security Administration, and the Veterans' Administration (list not all inclusive), or CCSS.
- G. PROVIDER agrees to adhere to admission, transfer, and discharge policies as approved by CCSS.
- H. CCSS shall have the authority for access to any residents and their records, that are paid under the CCSS Medicaid Match program.

5. AUTHORIZATION

PROVIDER will receive written authorization from CCSS to provide the services, as described herein, to residents placed by CCSS.

6. PERSONNEL

- A. PROVIDER agrees to provide:
 - (1) A state licensed nursing home administrator at each facility;
 - (2) Professional and non-professional staffing as required by the HCQC and/or the appropriate State's regulation;
 - (3) A physician under contract who is required to:
 - (a) Visit and evaluate residents at the PROVIDERS facilities within forty-eight (48) hours of admission; and
 - (b) Visit, evaluate, and review each resident's program in accordance with the regulations set forth by the HCQC and/or the appropriate State's regulations;
 - (4) Registered therapists under contract who will administer therapy (i.e. respiratory, occupational, physical, and speech) to CCSS's residents on a prescribed basis as determined by the physician;
 - (5) A registered pharmacist who will provide consultation and advice regarding pharmaceutical policies as well as proper distribution of pharmaceuticals;
 - (6) Licensed laboratory services and interpretations on an as needed basis without physical transfer of the resident;
 - (7) Licensed radiological services to include radiographic examinations and

- interpretation on an as needed basis;
- (8) A licensed dietician who will provide dietary consultations and planned meals, to include specialized dietary plans when applicable, on an as needed basis; and
 - (9) The appropriate number of social workers in accordance with HCQC and/or the appropriate State's regulations.

B. PROVIDERS located inside Clark County, Nevada, shall have on file evidence of clearance of all employees according to both state and federal regulations and clearance through the Clark County Health District. PROVIDERS located outside Clark County, Nevada, must obtain evidence verifying physical examinations and chest x-rays in accordance with the appropriate state regulations for all employees that indicates these persons are free of communicable diseases. Compliance with the requirements contained in this paragraph shall be at no extra charge to the CCSS.

7. DOCUMENTATION/CREDENTIALS REQUIRED

The following documentation must be submitted to the Department of Social Service within ten (10) calendar days after receipt of notification of contract approval. Formal award of the contract will not be made until all documents have been submitted by PROVIDER and in a format acceptable to the Purchasing and Contracts Division.

A. Credentials

Prior to placement of client, PROVIDER must possess valid 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 Bureau of Licensure and Certification or the equivalent licensing agency for the state in which the PROVIDER'S facility is located.

8. LICENSE REQUIREMENT

- A. PROVIDER shall render service, but only during such period that PROVIDER has been issued a state license by the HCQC, or 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.
- B. PROVIDER agrees to notify CCSS in writing within five (5) working days of the occurrence of a change in administrator.
- C. PROVIDER agrees to notify CCSS in writing within five (5) working days of the occurrence of a change in CCSS leadership and to fully disclose terms of any sales Contract. In case of change of CCSS leadership, 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 CCSS.

9. REIMBURSEMENT RATES

- A. CCSS shall only pay for services authorized by CCSS to PROVIDER at a rate of \$2.00 per day over Medicaid rates for each of the CCSS's residents at all levels of care. If the resident is placed in a nursing home in Nevada, the Nevada Medicaid rates will apply. However, if the resident is placed in a nursing home in another state, that State's Medicaid rate or Nevada's Medicaid rate, whichever is lower, will apply.

- B. PROVIDER shall submit invoices to CCSS on a monthly basis. Invoices are to be received by CCSS 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.
- C. CCSS shall pay PROVIDER for specialized medical care only when such care has been preauthorized by CCSS. Specialized medical care includes any charges which would not normally be covered by the per diem rate.
- D. Charges for any services which are added to the per diem charge shall not exceed the amount charged for the same services to Nevada Medicaid residents. 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.
- E. PROVIDER is responsible for disbursement of accounts receivable credit balances if relating to over payment of resident liability are as follows: Funds to be returned to the resident/responsible party if discharged/expired.
- F. Transportation of clients
- (1) Arrangements for non-emergency medical transportation must be made by the PROVIDER and be preauthorized by CCSS prior to transportation of authorized resident. Should non-emergency medical transportation be needed, and Provider will be utilizing the services of a transportation company, PROVIDER shall provide CCSS with proof of transportation, company's automobile liability insurance at the levels required by this contract prior to transporting CCSS's authorized resident. The transportation company shall bill CCSS directly for services.
- (2) Emergency medical transportation of CCSS's residents shall follow PROVIDER's current protocol of using emergency transport services as authorized in the State in which PROVIDER is licensed in. The transportation company shall bill CCSS directly for services.
- 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.
- Once PROVIDER's payment of Pharmacy charges for residents is adjudicated, a request for reimbursement by the PROVIDER must be submitted to the CCSS within thirty (30) days.
- H. PROVIDER will 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 CCSS.
- I. It is the responsibility of the PROVIDER to collect the established resident liability and expenditures for personal items not covered by CCSS each month from resident.

- J. PROVIDER will accept CCSS payment, as payment in full, and not bill the resident, family members or personal representative, for any amounts other than those identified in paragraph 9.H above. If the PROVIDER receives payment for nursing care and services in an amount which exceeds that authorized by CCSS, as covered in this section, the PROVIDER agrees to promptly reimburse the CCSS up to the full amount already paid by CCSS.
- K. The per diem rate includes CCSS's full payment for services for the nurse, doctor, dietician, and other professional staff.
- L. It is the responsibility of the PROVIDER to submit appropriate paperwork in a timely manner to continue residents' income from available pay sources.
- M. CCSS agrees to promptly make payments to PROVIDER and further agrees to work diligently to ensure payments are kept current.
- N. CCSS is exempt from State Retail Tax and Federal Excise Tax.

10. RECORDS

PROVIDER agrees to maintain the following records:

- A. Documents which reflect orders for each resident, medical progress notes to include description of the planned and continued regimen of medical care of each resident and any change thereto, as well as the full extent of services as required by the HCQC and/or the appropriate State's regulations to be provided to residents;
- B. Documents on each resident which reflect dates, times, and reasons for admission, leaves, transfers, and discharges. CCSS's authorization for new admissions, transfers, and leaves must be obtained by PROVIDER. The records shall account for any resident absences from the PROVIDER. CCSS 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. CCSS further reserves the right to request/attend staffings for any 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 CCSS, the management of resident funds and, upon demand, transfer to the resident, resident representative, and/or CCSS the balance of resident trust funds held by the PROVIDER. Upon discharge, the monies and valuables of residents shall be returned to resident or, in the event of the resident's death, to the resident's legal representative.

11. NOTICE

- A. 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.
- B. PROVIDER shall notify CCSS within five (5) working days of a change in client care needs, which may require a re-screening.
- C. 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.

- D. If patient trust fund exceeds allowable limit, PROVIDER must notify CCSS within five (5) working days.