

**STATE OF NEVADA**

**DEPARTMENT OF ADMINISTRATION**

**Purchasing Division**

**515 East Musser Street, Suite 300 │ Carson City, NV 89701**

**Phone: 775-684-0170 │ Fax: 775-684-0188**

Solicitation: 24VS-S2732

For

**MANAGEMENT AND OPERATION OF NORTHERN NEVADA STATE VETERANS HOME**

Release Date: **03/29/2024**

**MANDATORY WALK- THROUGH: 04/09/2024 @ 10:00 am**

Deadline for Submission and Opening Date and Time: **05/01/2024 @ 2:00 pm**

Single point of contact for the solicitation:

Heather Moon, Purchasing Officer II

Phone: 775-684-0179

Email Address: [hmoon@admin.nv.gov](mailto:hmoon@admin.nv.gov)

(TTY for Deaf and Hard of Hearing, 800-326-6868

Ask the relay agent to dial, 1-775-531-3309 V.)

TABLE OF CONTENTS

[1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT 2](#_Toc162596066)

[2. PROJECT OVERVIEW 2](#_Toc162596067)

[3. SCOPE OF WORK 5](#_Toc162596068)

[4. ATTACHMENTS 39](#_Toc162596069)

[5. TIMELINE 40](#_Toc162596070)

[6. EVALUATION 40](#_Toc162596071)

[7. MANDATORY MINIMUM REQUIREMENTS 41](#_Toc162596072)

[8. CRITICAL ITEMS 42](#_Toc162596073)

[9. SUBMISSION CHECKLIST 44](#_Toc162596074)

# APPLICABLE REGULATIONS GOVERNING PROCUREMENT

## All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: [www.leg.state.nv.us/law1.cfm](http://www.leg.state.nv.us/law1.cfm).

## SINGLE POINT OF CONTACT. Vendors and/or their representatives shall only contact the single point of contract or use the electronic procurement system regarding this solicitation until after a notice of award (NOA) has been issued. Failure to observe this restriction may result in disqualification of a proposal per NAC 333.155(3).

## Prospective vendors are advised to review Nevada’s ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

# PROJECT OVERVIEW

## The State of Nevada Purchasing Division, on behalf of the Nevada Department of Veterans Services (NDVS or the Department) is seeking proposals from experienced and qualified entities desiring to provide management and operation of the Northern Nevada State Veterans Home (NNSVH or Home) located at 36 Battle Born Way, Sparks, Washoe County, Nevada. as described in the scope of work and attachments.

## The State intends to award one (1) contract in conjunction with this Request for Proposals (RFP), as determined in the best interests of the State. NDVS shall administer contract(s) resulting from this solicitation. The resulting contract(s) are expected to be for a contract term of four years, anticipated to begin August 2024 subject to Board of Examiners approval, with an optional two (2), two (2) year renewals, if agreed upon by both parties and in the best interests of the State.

## The objective of this solicitation is to obtain high quality, long-term health care and management services for the Home. This RFP is intended to provide The Home with a highly skilled, experienced, and responsible Contractor to conduct support operations for residents. Services shall be provided in the following seven (7) functional groupings: (1) Administration/Management/Human Resources; (2) Nursing/Resident Care; (3) Dietary Services, Housekeeping and Laundry, (4) Facility Maintenance, Plant Operations, Safety and Security; (5) Social Services and Behavioral Health Services; (6) Transportation, Fleet Services, Appointments & Scheduling; and (7) Ancillary and Additional Contracted Services. Offerors should be aware that the State's overriding concern will be for the welfare of the residents, and maintenance of the State's investment in the Home and its equipment, and that the specifications will be strictly enforced.

## It is the States intention to obtain services, as specified in this RFP, from a Contract between the selected Contractor and the State. The Department intends to make a single award as a result of this RFP.

## An Offeror, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (Contractor) shall remain responsible for the Contract performance regardless of subcontractor participation in the work.

## PRE-PROPOSAL CONFERENCE AND SITE VISIT

## The State will conduct a **mandatory** walk-through that will be held on **April 9, 2024 at 10:00 a.m**. **Vendors who expect to propose must attend**. The walk-through will be held at the Northern Nevada State Veterans Home, 36 Battle Born Way, Sparks, NV 89431. Vendors must fill out the site visit form located within the ‘Attachments’ tab in NevadaEPro. Site visit forms must be returned no later than **3:00 p.m. on April 8, 2024**.

## In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify Heather Moon no later than 3:00 p.m. local time on **April 8, 2024**. The Department will make a reasonable effort to provide such special accommodation.

## Site visits will not be used to answer questions about the RFP; rather the purpose of the site visit is to familiarize potential offerors with the geography and physical layout of the home to be served by the contracted vendor. Questions about the RFP should be submitted to the State Purchasing using NevadaEpro Q&A option in writing after the conference/site visit.

## BACKGROUND

### The design and concept of the Northern Nevada State Veterans Home (NNSVH) is like no other. While it offers the highest level of skilled care, it doesn’t look or feel like a hospital or institution. The Northern Nevada State Veterans Home is a 102,000 square foot, 96 bed, 24-hour, state-skilled nursing care facility consisting of 12 eight-bed clustered residential units in three 32-room neighborhoods. It is designed for a 1:8 CNA to resident ratio. Each household is comprised of 16 residents. Services are provided to eligible veterans, spouses of veterans and Gold Star Parents who had a child who died while in military service. Veterans have their own private room and share a den, living room and kitchen with 15 other residents. It includes facilities for administrative offices, receiving/storage, nursing offices and other support operations. The NNSVH has incorporated in the design, a "destination” Town Hall. Contained within this Town Hall design are a Beauty/Barber Shop, Commissary/Store, Sports Bar, Coffee Shop, a Gymnasium/Therapy Center, a Dining Hall (Restaurant Theme), and a Nevada Room for meetings, happy hours, special events, entertainers, and movies. There is also a Chapel and a Conservatory. Additionally, the town center serves as a gathering place, hub, and heart, for area veteran service organizations and other veteran support or advocacy groups. While these elements are not commonly found in skilled nursing facilities, they are important as we look at a true culture change model in the NNSVH. This will require the management company to think out of the box in how to deliver the concept. Traditionally some services are subcontracted to a vendor (beauty shop, therapy, etc.), and in many veterans homes the store/commissary is run by the volunteer organization, but the expectation remains the same, for the residents of the home to have something to look forward to outside of their residence neighborhoods. The Northern Nevada State Veterans Home statutory authority is Nevada Revised Statutes Chapter 417 ([NRS 417](https://www.leg.state.nv.us/NRS/NRS-417.html)). A Contract awarded from this RFP would be anticipated to become effective in September 2024.

### The design goal is to have the veterans in residence feel like they are in large houses and not an institutional setting. This is accomplished through neighborhoods and the Town Hall gathering hub.

### Residence Units

#### The footprint of the three residence units is each called a “neighborhood”. The neighborhoods are divided in half to be called “households” of 16 residents. Each household has a front porch and front door, full kitchen, living room, den and dining room and branch into eight private room “house” wings.

#### There is a courtyard adjoining the two households and an entry porch from the main hallways from Town Hall. The entry porch area has an activity room, a bathing suit, and rooms for a nurse unit manager and an exam room. There is also a pantry which serves the two household kitchens. In each of the households there is a laundry area for personal items and several operational (clinical) spaces. Cabinetry provides storage for the resident lifts and medical equipment to preserve the house-like environment.

#### While meals are prepared in the main Town Hall kitchen, dietary meal service is in each of the households and residential in nature, with additional snack and meal substitution choices available.

#### One of the neighborhoods is designated to be “memory care/behavioral” with full alarms and appropriate security measures.

#### One of the neighborhoods has med gas (oxygen) piped to each room. The others do not have med gas installed, and where necessary, concentrator units are used.

### Town Hall

#### Town Hall is the operational core, and the social destination. It contains office spaces, the Administrator’s office, clinical staff space, employee break area, master kitchen, laundry and storage, IT, HVAC, barber/beauty shop, general store, sports bar, coffee shop, volunteer room, conference rooms, dining hall, therapy/gym room and other operational elements. There is also a chapel and conservatory a short hop from the Town Hall.

#### The dining room is restaurant style with multiple meal choices for each meal. The purpose is to have the residents feel that they have gone out to breakfast/lunch or dinner. Provisions for guests to join the residents in the dining room are expected. A section of the dining room has a divider that allows for partitioning for the Nevada Room when needed.

### Entrance

#### The entrance to the NNSVH is in the front under the Porte Cochere, at the end of a horseshoe driveway that features a parade ground and staging area for outdoor ceremonies.

#### Each neighborhood household has a front porch entry as well, for a total of 6 points of entry in the residence units and one primary entry at Town Hall.

### Occupancy

#### The expected occupancy is 96 residents. Since state veterans homes are required to have at least 75% dedicated occupancy for veterans only and no more than 25% other (spouses or Gold Star parents) the capacity is at least 72 veterans and no more than 24 spouses or Gold Star parents.

### Services

#### Residents must have PASAAR screening to ensure their qualification of the need for skilled nursing care. Services include 24-hour skilled nursing care with a component of restorative/rehabilitation, memory care/Alzheimer’s, and long-term care services.

### Community Living Center Guidance

#### The NNSVH was built under the guidance of the CLC criteria of the VA. The essence of this guidance is to have the facility be as residential in nature as possible, while still providing the clinical care required by skilled nursing facility licensure.

#### The philosophy is to allow the residents as much autonomy and access to daily living elements while supporting their needs. This includes meals/food, laundry, etc.

### Volunteer and Community Support

#### Volunteer Program:

##### The volunteer program supports many functions within the NNSVH. Our volunteers are screened and recruited from the community and are vital to many functions at the Home that support our residents. The contractor will work to support, sustain, and grow the volunteer program.

#### Independent Advisory Board (IAB)

##### Caring for Nevada’s heroes in the Northern Nevada State Veterans Home (NNSVH) places many important demands on the leadership and staff of the Home and the Nevada Department of Veterans Services. While Federal and State agencies conduct frequent, comprehensive surveys and inspections of the home, there is a need for ongoing independent review of NNSVH operations and practices to ensure a holistic review of quality of care and quality of life in order to improve both. To provide this review, the Director of the Nevada Department of Veterans Services created The Northern Nevada State Veterans Home Independent Advisory Board (“The Board”).

##### The Board provides an ongoing, independent review of the NNSVH. It advises both the Veterans Services Commission and the Nevada Department of Veterans Services on ways to improve the quality of the program to make it more successful in achieving its mission—caring for Nevada’s Heroes in partnership with the Management Company.

##### Because of the U.S. Department of Veterans Affairs (USDVA) participation in both construction funding and daily operating costs, the Home is required to comply with current USDVA operating standards for Comprehensive/Nursing Home Care.

##### The Home must also meet all current State standards in NRS and NAC, including but not limited to Chapters 449, 441 and 446 for the skilled care of the Facility, and all CMS which is available online at: [www.medicare.gov](http://www.medicare.gov).

##### The contractor shall meet all applicable requirements of the VA State Home Per Diem Program regarding policy, law, regulations, directives, and publications to include all current and future changes/amendments.

## GOALS AND OBJECTIVES

## It is the intent of the State of Nevada, Department of Veterans Services, to solicit proposals for the Management and Operation of the Northern Nevada State Veterans Home, a high-quality skilled nursing care facility located in Sparks, Nevada in accordance with the requirements stated herein. The objectives of the RFP are:

## To deliver high quality nursing home care that meets or exceeds continued licensure and certification standards required by Nevada Division of Public and Behavioral Health/Bureau of Health care Quality and Compliance (HCQC), Centers for Medicare and Medicaid certification requirements and Veterans Affairs standards.

## To operate the facility programs in a manner that respects the residents' rights and dignity, with emphasis on assisting the residents to achieve their highest level of functioning.

## To operate the facility in a cost-effective manner with full reporting and accountability to NDVS in coordination with DHHS.

## To maintain an open and collaborative relationship with the administration and staff of NDVS, and foster partnerships with local, state, and federal entities.

## To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis as required.

## To attain and maintain an overall CMS five-star quality rating or equivalent CMS program.

# SCOPE OF WORK

## GENERAL INFORMATION, BACKGROUND AND PHYSICAL CHARACTERISTICS

## The State is issuing this solicitation for the purposes of obtaining a Contractor who will provide a broad range of long-term care to the residents of the Northern Nevada State Veterans Home. This procurement will result in a single Contractor who will be responsible for providing all administrative, management and support services necessary to run the Home efficiently and effectively.

## NNSVH's veteran or spouse of veteran population is a unique population who have had military service and possible related trauma. In some respects, the population at NNSVH is not an equal comparison to traditional nursing homes. The mission of NDVS is "Serving Nevada’s Heroes." NNSVH is dedicated to serving Nevada's veterans who have earned special recognition through their sacrifices in protecting our country's freedoms and individual rights. Mindful that respect of the individual encompasses the unique needs of each veteran we serve on a daily basis, we honor them by providing the very best care. NNSVH achieves this by providing an innovative delivery of services, skilled and compassionate staff, and volunteers, and being recognized as a national leader for excellence in the care of Nevada veterans.

## The State is seeking a Contractor that embraces Culture Change as part of its care model. Culture Change (also known as person-centered care) transforms the traditional long-term care model from medical facility to a supportive homelike environment.

## Culture Change is designed to nurture the human spirit of aging residents as well as take care of their medical needs. Its focus is on both quality of care and quality of life as guiding forces for improved life experience and life expectancy. Within the Culture Change model, residents have more choices and more control over their daily lives, including meals and activities. The State is dedicated to providing a comfortable, safe homelike environment for residents. The State commits to continue moving forward in providing innovative and therapeutic improvements towards resident care. The State's philosophy is that the on-site State staff are partners in care with the Contractor in providing quality care for all residents.

## Services shall be provided in the following seven functional groupings:

### Administration / Management / Human Resources

#### Administration / Management / Human Resources

#### Admissions / Marketing / Veterans Benefits

#### Business Office / Banking

#### Medical Records / Electronic Medical Records

#### Activities / Volunteer Services

#### Pharmacy Services

### Nursing/ Resident Care

#### Nursing Home/Skilled Nursing Care, including Memory Care)

#### Rehab/Physical Therapy /Occupational Therapy

#### Restorative Care

#### Laboratory Services

### Dietary Services, Housekeeping and Laundry

#### Dietary Services

#### Housekeeping

#### Laundry

### Facility Maintenance, Plant Operations, Safety and Security

#### Facility Maintenance

#### Plant Operations

#### Safety and Security

### Social Services and Behavioral Health Services

#### Social Services/Resident Services

#### Behavioral Health Services

### Transportation, Fleet Services, Appointments & Scheduling

#### Resident Medical Appointment Transportation

#### Resident Event Transportation

#### Fleet Services, and Maintenance

### Ancillary and Additional Contracted Services

#### Religious Services

#### Barber & Beauty

#### Other Contracted Services

## CONTRACTOR REIMBURSEMENT AND PAYMENT

The Contractor receives revenue from multiple sources. It is the contractor’s responsibility to present revenue in an organized and easy to understand layout. The following explains the sources and how payment/reimbursements are made:

### Comprehensive Care Program (Nursing Home)

#### The contractor is responsible for the timely billing and timely collection for services rendered to all residents. For third party payers such as Medicare, Medicaid and Private Insurance, the contractor is responsible for the billing and collection for services rendered. There is no direct cost-offset of the USDVA Per Diem with regard to third-party payers. The contractor is responsible for obtaining all provider numbers, all cost reporting and third-party billing contracts. All Nursing Home beds are dually certified for Medicare and Medicaid.

#### The contractor bills private pay residents the currently legislatively approved private room rate plus the cost of additional services. The contractor invoices the State monthly for the USDVA Nursing Home Per Diem for all eligible days of care. The contractor assumes all collection risk for private pay billings and has an obligation to report to NDVS any billings in arears.

#### Medicare Parts A and B: Reimbursement is based on Medicare methodology and will be billed to the appropriate intermediary for all residents with this benefit.

#### Medicaid: Medicaid reimbursement is also funded in accordance with established, facility-specific Medicaid rates as provided. The contractor is reimbursed through the State Department of Health and Human Services/Division of Health Care Finance and Policy.

#### Private Pay: Residents with assets are billed the room and board rate. Private pay residents may also be billed for other services. The contractor bills residents directly.

#### USDVA Nursing Home Per Diem (For Nursing Home Care Program): Reimbursement is based on the daily rate established by USDVA annually for Nursing Home Per Diem. The payable Nursing Home days do not include non-covered USDVA days and non-veteran spousal days. The contractor submits an invoice for reimbursement through the Nevada Department of Veterans Services (NDVS) and is reimbursed by the NDVS. Contractor is responsible for submitting all necessary information to NDVS by the 10th calendar day each month to ensure sufficient time for submitting for USDVA reimbursement.

#### Resident insurance (includes long-term care, Medigap, secondary, third-party insurance and other policies) is billed by the contractor to the residents’ insurer.

#### Hospice: There are two categories of hospice: for Medicare residents (Hospice bills Medicare and the contractor invoices and is paid directly by Hospice); private pay (Hospice only bills for supplies and meds relating to covering diagnosis and the resident, family, or guardian is responsible for room and board and the cost of other meds and supplies not relating to covering diagnosis).

#### VP1 - The USDVA pays the full cost at State Veterans Homes for the veteran rated as VP1 service-connected disability. The USDVA has established a rating schedule to aid in the evaluation of disabilities resulting from disease or injury during or as a result of military service. There are no out-of-pocket costs charged to the veteran. There is no means test or income limitation associated with this benefit. In addition, the veteran is entitled to keep all social security, pensions, or other income that would normally be used to offset his or her costs of long-term care. The Prevailing Rate is established annually by USDVA and is subject to change. The contractor should be on notice that the USDVA Prevailing Rate USDVA Per Diem for VP1 veterans may not cover all expenses, and the contractor shall be responsible for any costs incurred that the USDVA Per Diem for VP1 veterans does not cover. The State does not authorize any restriction, other than the inability of the facility to meet the veteran’s needs, on admission of the VPI veteran.

#### Other: User fees (examples: barber, beauty shop) are collected from the residents for services rendered.

#### Non routine services may result in charges by contractor in excess of the daily rate as agreed upon between the resident, his/her family or legal representative, and contractor.

#### NDVS is not under any obligation to adjust the daily rate more than once every 12 months. Contractor is not precluded from seeking a rate adjustment more frequently if unexpected circumstances relative to overall resident acuity, cost of supplies, staffing needs or other factors warrant such adjustment. Contractor will not be given an increase for the first 12 months of the contract.

### The State of Nevada operates on a fiscal year not a calendar year. A fiscal year runs from July 1st through June 30th.

#### The State’s budget operates on a two-year cycle that is set by the Nevada State Legislature.

#### Contractor will provide the Projected Operating Budget for the NNSVH on annual basis.

#### The State positions identified in this RFP come out of the NNSVH budget paid by NDVS and are not included in the projected operating budget submitted by the Contractor.

## GENERAL REQUIREMENTS

### Inherent in providing these services, the contractor shall provide the supervision and management effort necessary for administration and control of work performed under the Scope of Work of the Contract. The contractor shall ensure resources are dedicated to satisfying the requirements of the specified services.

### The Specifications contained herein are intended to be the minimum requirements necessary to meet the terms of the contract. Nothing contained within the Specifications is intended to limit the contractor from providing those services or materials that are required by Federal, USDVA, State or local regulations, and/or are consistent with accepted practices in the long-term healthcare industry. The contractor shall manage the Northern Nevada State Veterans Home in compliance with all applicable laws, rules, regulations, standards, and policies of the Federal, State, and local governments, and any other entity that has jurisdiction. State requirements can be found in the Nevada Revised Statutes and the Nevada Administrative Code, both available at: <https://www.leg.state.nv.us/> under the “Law Library” tab on the left-hand side of the page. Medicaid and Medicare standards are available on-line at [www.medicare.gov](http://www.medicare.gov).

### In the event the specifications contained herein vary from those of any regulatory entity, the contractor shall be liable for all Federal, State, and local taxes and 'shall comply with all local laws, ordinances, and regulations, and shall obtain and pay for any necessary permits and licenses. The contract amount includes all applicable Federal, USDVA, State and local taxes and duties. The Northern Nevada State Veterans Home property is devoted to a governmental use and thereby exempt from State and local real property taxes.

### The contractor will provide physician inpatient care, intermediate and skilled, nursing home care services to meet the needs of the residents in accordance with all USDVA, CMS, NDVS, and Nevada’s Health Care Quality and Compliance (HCQC) requirements for certification and licensure.

### The contractor may not solicit donations of any type. All donations are to be managed through the SVHO of the facility and NDVS established processes.

### The contractor may not trade as "Northern Nevada State Veterans Home"; however, the contractor shall include the Home name in their business address as follows:

#### Contractor's Name

Northern Nevada State Veterans Home

36 Battle Born Way

Sparks, NV 89431

### The contractor must include the NDVS/NNSVH Logo on all admission paperwork, policies, advertising, printed copy, publications, and marketing material.

### Compensation

#### Contractor understands that the NDVS is not providing direct compensation to contractor. The contractor receives an agreed upon percentage of gross revenue less contractual adjustments, and less holdback value for their services under this contract. Contractor is responsible for bearing the risk of paying for all services associated with performing the terms of this contract within this compensation, even if these expenses exceed the compensation paid under the contract. The holdback rate is set by the NDVS for administrative costs associated with the NDVS oversight, capital improvements, new equipment, and other expenditure at the discretion of the NDVS.

#### If the services rendered do not correspond to the description, quality, quantity, etc., as detailed in the contract, or are unsatisfactory in any manner, the NDVS will notify contractor in writing as to those specific performance areas not in compliance. Contractor will provide a written plan of action to the NDVS within 5 working days of notification outlining the remedies to be taken. If the written plan of action is unsatisfactory or the contract deficiencies are not remedied to the satisfaction of the NDVS as per a satisfactory plan of action, then the NDVS may terminate the contract, withhold management fee payments, or take other action.

#### Final payment under this contract will not be made by the NDVS until all inventories are restored to the original levels which existed at the beginning of the contract and until an audit of the facility, equipment and other state property is completed by the NDVS. All other contractor responsibilities required under the contract must also be fulfilled. Any damage or lost or stolen property found during the audit may result in reduction in management fee equal to the cost of replacement and/or repairs.

#### Contractor will be liable for all federal, state, and local taxes and shall comply with all local laws, ordinances and regulations and shall obtain and pay for any necessary permits and licenses. The contract amount includes all applicable federal, state, and local taxes and duties. These obligations may be paid through operational funds of the facility. In no event shall the NDVS assume or be held responsible for any penalties or late fees involved in the aforementioned items.

#### Management Fee: A management fee must be included by contractor. This management fee will be considered as part of the overall profit allowance of no more than 6% of gross revenue. These costs are corporate overhead costs associated with corporate personnel, corporate offices, and corporate programs. Specifically, these costs include corporate building cost, corporate oversight time, computer support, risk management, program development, and corporate legal and accounting services. These costs must be factored in as a management fee and not appear in any other line item on the financial statements. This contract provision may be audited by the Office of the State Auditor. The following costs are allocated specifically from the central office to the facility based upon an appropriate and negotiated facility allocation as consistent with all affiliated facilities and are not included in the Management Fee and as noted in the RFP response:

1. General/Professional Liability Insurance for the facility, with no reimbursement for any corporate insurance costs, along with the portion of allocated self-funded portions of the GL/PL Corridor Program (based on rate per state per bed);

2. Other insurance directly apportioned to the facility for Crime and Auto (direct incremental or apportioned cost) as approved by NDVS;

3. Software licensure purchases for the facility (clinical, financial, electronic timekeeping, computer-based payroll processing, health records, other allocated by license fee);

4.  Electronic time clock purchases for the facility (direct purchased depreciated over the life of the equipment), payroll processing fee;

5. Software maintenance fees and other fees from central computer/server vendor

6. Health insurance/direct benefits costs of the facility (by employees on the plans);

7. Workers compensations insurance costs;

8. Any potential tax liability or reserve accrual accounts;

9. Accounting consultation fees for cost reporting for the facility;

10. Interest and fees related to any borrowed funds from Contractor which will be based on either comparable rates from the Contractor available working line of credit, or if not active, for Contractor comparable interest (and fees, if applicable) rates on working lines of credit related to skilled nursing facilities.

11. Banking fees.

12. Other miscellaneous items as approved by NDVS.

### The contractor will be responsible through the operational account for the purchase, repair, or replacement of individual equipment items (not the direct result of abuse or negligence on the part of contractor.) Any purchases of equipment exceeding $5,000 must be submitted to the State for review. The State of Nevada shall continue to hold title to the facility, the real property upon which it stands, and any personal property on the premises. Items replaced as a result of negligence by the contractor, and/or subcontractor shall not be recognized as an allowable cost.

### NDVS shall prepare, from information submitted by contractor, all invoices, and documents necessary for reimbursement of the VA per diem and VA pharmacy charges and will submit claims to the U.S. Department of Veterans Affairs (VA).

### NDVS shall set the administrative fee/holdback amount, up to $15.00 per resident day to cover costs associated with NDVS staff to support the home, and other administrative costs.

### NDVS shall be responsible for payment for miscellaneous expenses associated with day-to-day NDVS staff office operations.

### The NDVS may attend any and all committee meetings at its discretion, relating to the management and operation of the facility, including meetings to discuss resident care issues.

### NDVS staff may schedule meetings in the conference room or the multipurpose room. NDVS staff will exert every effort not to schedule meetings that will conflict with contractor needs. NDVS staff will work closely with contractor staff recognizing their needs on a priority basis.

### The NDVS, upon request, will assist the Administrator and staff in resolving resident care complaints.

### At least annually, NDVS will be responsible for auditing resident personal funds (accounts). Contractor will join with the NDVS in encouraging residents NOT to maintain funds (and other valuables) in their rooms or on their person.

### NDVS shall be the facility’s Governing Authority. The Northern Nevada State Veterans Independent Advisory Board (IAB) shall advise the NDVS consistent with applicable law.

### Contractor may hold a contingency fund equal to one months per diem to mitigate any negative actions due to the economy or actions by state or federal agencies. The one month’s federal per diem payments will be defined as the federal per diem for veterans, as well as the 100% federal daily rate payments paid for the 70% disabled veteran based on “prevailing rate formulas”.

### The year-to-date net income less any prior distributions to NDVS (Net Equity) will be evaluated at year end close of each year and six months later. If the net equity on either of these two dates exceeds one month of the federal per diem, the amount in excess of the one month federal per diem will be distributed back the NDVS by March 1st and September 1st, respectively. If this contract is terminated for any cause, all contingency funds will be transferred to NDVS at the termination date.

## CONTRACTOR RESPONSIBILITIES

### Provide continuing education for all staff, which should include leadership and management training for all department heads. Available upon request, the contractor shall provide the SVHO, with a written annual schedule of staff training. Through its training offered to employees, the contractor shall convey that the SVHO and State Staff have the responsibility of monitoring each department, to include attending meetings, reviewing reports and documents, and assisting the contractor in attaining and meeting all scope of work requirements of the contract. The SVHO assists the contractor in fulfillment of the State's goals and vision for overall service and quality of medical care at the Northern Nevada State Veterans Home.

### Ensure that employees of the fol1owing departments wear uniforms, which shall be distinctive in either color or labeling: Nursing, Activities, Facility Maintenance, Safety/Security, Dietary Services, Housekeeping/Laundry, and Transportation/Fleet Services.

### Ensure that employees wear clearly displayed identification badges that allow the viewer to easily identify the employee's name and department.

### Provide employees all State, CMS and/or CDC mandated and/or encouraged immunizations. Maintain contractor employee immunization records. The contractor shall offer Hepatitis B vaccinations to all on-site employees (to include subcontractors) and provide the vaccinations as requested. The contractor shall meet all requirements of NRS/NAC (Infection Control) including but not limited to Chapters 439 and 441A.

### Provide background checks for all employees, subcontractors, and volunteers. Prior to reporting for their first day of work at the Home all contractor's and sub-contractor's employees must receive and pass a background check. Applicants with background checks that disclose a current indictment or past conviction for offenses of violence, theft, abuse, or controlled substances may not be employed for any department without permission in writing from the State.

### Provide necessary health checks for all contractor and subcontractor on-site personnel in adherence to CMA and/or CDC requirements. All contractor and subcontractor on-site personnel must also have received a Tuberculosis Skin Test (TST) and tested negative for Tuberculosis prior to their first day of work.

### Provide drug screenings for all employees, and subcontractors. Prior to reporting for their first day of work at the Home, all contractor's and sub-contractor's employees must receive and pass a drug screening. Applicants testing positive for controlled substances may not be employed for any department, unless competent medical authority determines the positive test is for legally prescribed drugs.

### Contractor is responsible for establishing and maintaining the operational bank account for the home, for the utilization receiving revenue, and paying all necessary expenses associated with the operation of the home.

### The expectation of excellent customer service is paramount.

### Contractor to provide Customer Service Policy for approval to NDVS. Customer Service Policy must include expectations that employees reply to/return phone calls and emails within 24 hours of initial contact (during regular business hours). When employees are on leave, i.e., out of the office for more than 2 days, the email and phone message must indicate when the employee will return and who to contact in their absence. All email signatures must have complete contact information - ex:

Jane Doe, Medical Examiner

NNSVH

36 Battle Born Way

Sparks, NV 89431

775-555-5555 office

[Jane.doe@NNSVH.org](mailto:Jane.doe@chvh.org)

### Respond to complaints within seventy-two hours and notify the NDVS via e-mail including when resolved. Share the grievance log with the SVHO on a weekly basis. Investigate and provide detailed information on complaint issues to the SVHO as outlined in Critical Information Requirement Policy.

### Within **24 hours** notify the Nevada Department of Veterans Services (NDVS) Deputy Director of Healthcare Services and the SVHO of events or knowledge of circumstances via e-mail in writing according to Critical Information Requirement Policy section 2.29. According to CIR in 2.29, follow-up reporting should be done in writing, and the initial report must be accomplished in person or by telephone to ensure the CIR is received. These situations include, but are not limited to the following:

#### Any legal action involving The Facility, contractor, or subcontractor(s);

#### Any legal action involving any staff member or contracted staff member that involves a resident, the Home, contractor, or subcontractor(s);

#### Any complaint or allegation of abuse or neglect involving a resident made against any of the contractor's staff;

#### Any legal action involving an attending physician or other provider that involves resident care at the Home;

#### Any disputes between family members that involve the welfare, serious injury or healthcare of a resident;

#### Any disputes between the Home and contractor and any Hospital that involves the welfare or healthcare of residents;

#### Any resident suicide attempt or threat of suicide;

#### Any denial of admission to any applicant to the Home and justification;

#### Any issuances of a 30-day discharge notice to any resident of the Home;

#### Any highly contagious illnesses or infectious disease among residents or staff of the Home;

#### Any issues or events with the potential to have a negative effect on NDVS's mission of providing quality healthcare to the residents of the Home;

#### Any complaints, citations or accidents involving the Home's vehicles whether the Home residents were present or not;

#### Any interruptions to NNSVH operations or services;

#### When federal, State, or local surveyors are in the building, inform the SVHO of the reason for the visit and information related to the exit briefing;

#### Any response by police or fire departments at the Home;

#### Provide the SVHO with Federal and State Annual Survey results and plan of correction if findings were identified; and

#### Notifications and/or results of audits by Federal, State, and local government agencies.

### Immediately notify the NDVS Deputy Director and/or SVHO within one (1) hour of all significant incidents/events in the Home (injuries, abuse, suspected abuse of a resident, thefts, assaults, any unexpected or unexplained injury or death, or any immediate threat to the health and safety of a resident or employee, presence of law enforcement officers, emergency responders, (etc.) upon discovery of the incident. Initial notification can be verbal but shall be followed by written documentation submitted within 24 hours after the occurrence of the event.

### The contractor may not commandeer rooms or space, paint or renovate without the State Veterans Home Officer's prior written approval; e.g., email.

### Develop and maintain a program to attract and admit new residents to the Home and increase the public's awareness of the services and benefits available to the veterans at the Home. Contractor cannot admit more than 25% non-veterans.

### Develop an effective communication tool to keep residents, staff and families apprised of ongoing events on a monthly basis via email with a staff, resident, or family newsletter.

### Contractor is responsible to keep the Home staffed 24 hours per day, 7 days per week, in accordance with Federal and State standards. Upon request, the contractor shall provide the SVHO and other employee of NDVS with employee handbook and all policies required for the operation and management of the facility, to include written employment practices and procedures including but not limited to:

#### Job descriptions, to be signed and dated by both the employee and supervisor;

#### Job qualifications and job descriptions;

#### Organizational chart;

#### Promotion Policy;

#### In-Service Training & Staff Development;

#### Annual employee performance evaluation procedures;

#### Holidays;

#### Leave policy; and

#### Disciplinary Procedures; and Termination and resignation which shall be "at will" under Nevada law.

### Among the important means to achieve a stable workforce is the payment of adequate salaries and wages, along with attractive employee benefits. To help assure the adequacy of wages, salaries and benefits, offerors are to identify minimum Staff payment rates (wages and salaries) and other means of recruiting and retaining staff, which shall include the benefits available to its personnel. Contractor will provide analysis of total compensation package provided to employees annually for review by NDVS.

### The SVHO shall have access to all home policies and any changes to those policies at least thirty (30) calendar days prior to the implementation of the changes, for the duration of the contract. Additionally, the SVHO may recommend and direct changes to the home policies as long as the changes are within scope or as needed.

### Provide the State and its respective authorized representatives unlimited access to the physical plant and all medical records, administrative and financial data, all employee files, resident files, and any other information deemed necessary in order to audit financial records, verify services, verify the quality of care delivered, resolve complaints, respond to inquiries, and otherwise perform required duties of the State.

### Contractor will provide all services associated with operation and management of a dually licensed nursing care facility as required by CMS certification standards, DHHS Regulations regarding standards for licensing nursing home facilities, and USDVA standards for nursing home care. Services provided must include those necessary for the treatment of pre-existing conditions as well as those that arise while under the care of contractor.

### Other medically necessary services not normally provided within the facility will be the responsibility of the resident if third party sponsorship or the resident's private funds are available. In the absence of resident funding from any source, the cost of these services is the responsibility of contractor through the operational account, and subject to review by NDVS prior to being administered. Medically necessary services shall be defined as those services which physicians or other licensed medical practitioners, acting in the scope of their medical practice, believe would benefit a resident of the Home, and meet the ability of the home operationally to provide either directly or through sub-contractor.

### Medically necessary services provided outside the facility, such as emergency room treatment or hospitalization, are the sole responsibility of the resident through third party sponsorship or the resident’s private funds. The only exception to this is a resident with a service connection of 70% or greater, who is receiving the Prevailing Rate, may be eligible to have some of their expenses paid by the facility. These will be evaluated on a case-by-case basis. Transportation to these services outside the facility will be provided by the contractor, as long as they are medically stable, regardless of payor source. Contractor will utilize the motor vehicles provided by NDVS for this service.

### Third-party insurance and/or the availability of private funds will be identified during the admission process. The contractor will be responsible for assisting the resident in maintaining continued enrollment in an appropriate third-party insurance program.

### Contractor must maintain a clinical record for each resident which is kept current, and which complies with DHHS and USDVA standards and NDVS policies. All procedures concerning the confidentiality of clinical records must be followed. Clinical records are the property of NDVS.

### Contractor will implement a Community Resource Development Program that maximizes utilization of community resources to enhance the quality of life for all residents.

### Contractor will provide an organized activity, and life-enrichment program available to all residents who wish to participate. The program will address individual resident needs in accordance with DHHS licensing and certification standards and CMS and USDVA standards, and CMS State Operations Manual (SOM). The contractor will provide paid on duty activity staff to meet the needs of individual residents.

### All services to include personal, medical, and dental shall be provided in accordance with CMS, USDVA, and DHHS health environmental controls, certification, and licensing standards, and NDVS policies and procedures and compliance standards. If any condition of Medicare/Medicaid participation is not met after any survey by CMS or DHHS, this may be considered grounds for terminating the contract.

### Documentation of current licensing, certification and accreditation for all inpatient facilities, hospitals and/or clinics utilized must be provided to NDVS prior to contractor beginning services and annually thereafter, as well as written notice of any change in licensing, certification, or accreditation status.

### Contractor will ensure residents' rights in accordance with CMS and DHHS Certification and Licensure and USDVA requirements and approved by NDVS.

### Referrals

#### Contractor shall make referral arrangements with medical specialists for treatment of those problems which may extend beyond the scope of services provided on-site;

#### Unless otherwise specified, the cost of all health care outside of the facility, to include hospitalization, will be the responsibility of the resident; and

#### In the event of emergency, contractor shall provide emergency care and referrals to appropriate hospitals and physicians.

### Quality Improvement Program

#### Contractor shall institute a Quality Assurance and Performance Improvement Program. The program must meet CMS, USDVA, DHHS Certification and Licensure Standards and be approved in advance of implementation by NDVS;

#### At minimum quarterly, preferred monthly meetings will be held between stakeholders of the NNSVH, including Medical Director, NDVS officials and all appropriate contractor personnel to review significant issues and changes and to provide feedback relative to the QAPI Program so that any deficiencies or recommendations may be acted upon and in adherence with CMS 483.75; and CMS F-865 QAPI Program, CMS F-867 QAPI Improvement Activities, CMS F-944 QAPI Training and any other applicable CMS and State of Nevada regulations as it applies to the QAPI program at NNSVH.

#### Contractor will be responsible for working with NDVS IT Services to ensure access to daily reporting systems for tracking resident movement and activities. All necessary computer hardware will be the responsibility of NDVS. Contractor will work through NDVS IT Manager or designee related to use and connect to state systems.

### Infection Control

#### Contractor shall institute an Infection Control Program. The program must meet CMS, USDVA, and DHHS Certification and Licensure Standards, and be approved in advance of implementation by NDVS.

#### Infection Control is responsible for the facility’s activities and preventative measures aimed at preventing healthcare-associated infections (HAIs) by ensuring that source of infections is isolated to limit the spread of infectious organism. Responsible for systematically collecting, analyzing, and interpreting health data in order to plan, implement, evaluate, and disseminate appropriate public health practices.

#### Infection Control program is responsible for providing applicable vaccination clinics on site to assist with preventing spread of regularly communicable diseases within the NNSVH. Responsible for drafting and implementing isolation and outbreak policies and procedures in compliance with CMS, USDVA, and DHHS requirements and approved in advance of implementation by NDVS.

### Staffing Requirements

#### The selection of key personnel must be coordinated with and approved by NDVS before the Contractor extends an offer of employment;

#### Contractor shall provide staff on each unit based on CMS, USDVA and DPBH licensure regulations, and in addition, on the acuity of the residents in each unit as classified by the resident care descriptors;

#### Contractor shall maintain on each unit nursing staff in sufficient numbers to meet all assessed resident needs in a manner acceptable to CMS, DPBH, USDVA, and NDVS standards;

#### Nursing staff levels shall be posted daily in a visible public area per CMS regulation. During monthly Quality Assurance meetings, resident needs are assessed, along with related staffing levels, and patient-related outcomes, such as pressure ulcer rates, resident falls, etc. The Contractor shall employ a sufficient number of clinical staff to retain ratios required by NDVS to ensure all resident care plans are being followed and are providing the highest quality of care to our residents. NDVS requires a CNA staffing ratio of 8 residents to 1 CNA, and Nurse ratio of 16 residents to 1 nurse. Staffing level needs may change based on operational and clinical needs.

#### Direct Care staff levels on any day on any nursing unit shall not fall below the levels required by CMS, USDVA, or DHHS regulations. Failure to meet the staffing levels required by CMS, USDVA and DHHS may also be considered grounds for immediate termination of the contract.

### Employee hours spent in training and administrative duties will not count toward staffing requirements for resident care.

### Personnel

#### Contractor shall engage Nevada licensed personnel when Nevada licensure is required;

#### All personnel shall be required to pass a background investigation conducted by the contractor as a requisite for initial and/or continued employment. The investigation must include FBI Criminal, National Sex Offender Registry. NAC 449.176-188 Department of Public Safety (DPS) and Office of Inspector General (OIG). Where applicable, personnel must comply with all rules, regulations and orders related to the payment of child support;

#### Contractor shall abide by all personnel practices as required by CMS and DHHS Certification and Licensure and USDVA standards;

#### Contractor shall maintain personnel file containing a job description on all personnel and shall make the file available to NDVS upon request;

#### Contractor shall be responsible for ensuring that all new personnel are provided with orientation regarding the facility's policies and procedures;

#### Contractor shall not, as part of its agreement with any employee or subcontractor, prevent said employee or subcontractor from working at the facility in the event of cancellation or termination of the contract for any reason;

#### All of the contractor's staff shall be deemed employees of contractor and neither contractor nor its employees, officers, subcontractors, or agents shall be deemed agents, officials or employees of NDVS for any purpose whatsoever; and

#### Contractor shall provide required and necessary in-service education programs for all personnel.

## KEY PERSONNEL

### The contractor shall provide and fill the following key regulatory personnel positions (Administrator, Medical Director, and Director of Nursing) with candidates meeting the requirements as described below. NDVS will oversee and approve of potential hires for these key positions. All other Department Heads will be decided by Contractor. All positions will be reviewed as desired by the State, and the contractor is responsible to ensure required education and licensure are in place prior to employment. Contractor is responsible for notifying DDHS/SVHO of any current or upcoming vacancies in key personnel roles.

### Administrator

#### The primary purpose of the Administrator is to direct the day-to-day functions of the Facility in accordance with current federal, State, and local standards, guidelines, and regulations that govern long-term care facilities to assure that the highest degree of quality care is provided to NNSVH residents at all times. Required to be licensed in the State of Nevada to oversee the facility. Thus, must meet State of Nevada licensure requirements, and be located on site.

#### Educational Requirements:

##### Must possess a bachelor’s degree; a concentration in Public Health Administration or Business Administration, or a health-related degree. Must possess a current, unencumbered State of Nevada Nursing Home Administrator's License under the Board of Examiners for Long-term Care Administrators (BELTCA).

#### Experience Requirements:

##### Minimum (2) two years (documented) experience as a licensed Nursing Home Administrator in a long-term care facility. Proven leadership skills, including strong communication skills. Ability to motivate staff and drive veteran resident and family satisfaction.

### Medical Director

#### Responsible for the implementation of resident care policies of the Facility and coordination and oversight of the medical care provided to the residents at NNSVH according to [NRS 449](https://www.leg.state.nv.us/NRS/NRS-449.html) and [NAC 449](https://www.leg.state.nv.us/nac/nac-449.html). Must meet Nevada State licensure requirements and have appropriate extender coverage in case of absence. Extender can include (or be defined as) a Physician Assistant or Nurse Practitioner (Actively Licensed in the State of Nevada).

#### Education Requirements:

##### Must possess a Doctor of Medicine (M.D.) or Osteopathy Degree (D.O.) from an accredited U.S. college of medicine. Experience Requirements Must have experience demonstrating knowledge of clinical geriatrics and long-term care medical practices, and the rules and regulations governing medical and nursing care in long-term care facilities.

### Director of Nursing

#### Plan, organize and develop the overall operations of the Nursing Service Department in accordance with current federal. State and local standards, guidelines, and regulations governing the Facility, and as may be directed by the Administrator and the Medical Director, to ensure that the highest degree of quality care is always maintained. Responsible for supervision and direction of nursing staff. Preferred to have NADONAIL TC (National Association of Directors of Nursing Administration in Long-Term Care) certification or certification by another similar certifying body subject to the approval of the State. Required to be licensed in the State of Nevada.

#### Education Requirements:

##### Preferred to possess a Master of Science in Nursing (MSN) from an accredited college or university and a current Registered Nurse (RN) license to practice in the State of Nevada.

#### Experience Requirements:

##### Preferred to have a minimum of five (5) years of experience, required to have 1 to 2 years of experience, as a supervisor in a hospital, long-term care facility or other health care facilities.

### Director of Human Resources

#### Direct the personnel department in accordance with current federal, State, and local standards, guidelines, and regulations that govern long-term care facilities, and as directed by the Administrator, to assure that quality personnel are interviewed, trained and employed. Position may be at the corporate level.

#### Education Requirements:

##### Must possess, at a minimum, a high school diploma or its equivalent. A Bachelor of Science (BS) Degree in Business Administration is desirable, but not required.

#### Experience Requirements:

##### Must have, at a minimum, five (5) years of experience in Personnel Administration. Experience must demonstrate knowledge of the laws, regulations, and guidelines concerning personnel administration in a long-term care facility.

### Director of Business Office

#### Direct the overall administration of activities in accordance with current applicable federal, State and local standards, guidelines and regulations, and as directed by the Administrator, to assure that proper administrative procedures are maintained at all times. Position may be at the corporate level.

#### Education Requirements:

##### Must possess, at a minimum, a high school diploma. An AA Degree in Business Administration is desirable but not required.

#### Experience Requirements:

##### Must have a minimum of two (2) years of experience in an administrative supervisory capacity. Experience must demonstrate knowledge of insurance procedures, contracts, etc., covering business transactions.

### Director of Medical Records

#### The primary purpose of the Director of Medical Records is to establish and maintain medical records/health information system(s) and the credentialing of medical staff that meet the requirements and compliance with current State and federal laws, regulations, survey guidelines and professional standards of practice.

#### Education Requirements:

##### Must possess, at a minimum, a high school diploma or OED; a Certificate of Completion for Electronic Medical Records training is desirable but not required.

#### Experience Requirements:

##### Must have a minimum, of two (2) years of experience in the responsibility of electronic medical records management.

### Director of Activities

#### Plan, organize, develop, and direct the overall operations of the Activity Department in accordance with current federal, State, and local standards, guidelines, and regulations, established policies and procedures, and as may be directed by the Administrator, to assure that an on-going program of activities is designed to meet, in accordance with the comprehensive assessment, the interests and physical, mental and psychosocial well-being of each resident.

#### Education Requirements:

##### Must possess, at a minimum, a high school diploma or equivalent and be Activity Director Certified (ADC). An AA Degree is desirable but not required.

### Director of Volunteer Services

#### Plan, organize, develop and direct the overall operation in the volunteer program and the annual volunteer appreciation event. Oversees the recruiting, interviewing, hiring, training, and scheduling of volunteer workers both individuals and groups, particularly veteran service organizations. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks.

#### Leads and directs the work of others. Responsible for tracking and coordination of donations with SVHO, in accordance to NDVS Donation Policy. A wide degree of creativity and latitude is expected. Must be outgoing and communicate effectively with a variety of people. Must adhere to the values of NNSVH and adhere to the values and purpose of NNSVH.

### Director of Rehabilitation

#### Direct, plan and coordinate the functions of rehab services offered. Supervise the resident's progress, functional abilities, and other relevant issues. Instruct staff and effectively apply the federal and State regulations and guidelines governing the care and treatment of individuals with disabilities, including basic rights and confidentiality. Position may be contracted out.

#### Education Requirements:

##### Must possess an active license to practice in the State of Nevada as a Physical Therapist (PT), Occupational Therapist (OT), or Speech Therapist (ST) or as a PT assistant, OT assistant, or ST assistant with a degree from an accredited college or university.

#### Experience Requirements:

##### Must have a minimum of three (3) years of job-related experience with demonstrated competence.

### Director of Dietary Services

#### Plan, organize, develop and direct the overall operation of the dietary Department in accordance with current federal, State, and local standards, guidelines and regulations governing the Facility, and as may be directed by the Administrator, to assure that quality nutritional services are provided on a daily basis and that the dietary department is maintained in a clean, safe and sanitary manner. Coordinate the dietary program with the Contractor's Dietician. Adhere to restaurant style dining program, and innovative culinary offerings through sports bar, and coffee bistro programs. Position may be contracted out.

#### Education Requirements:

##### Must possess, at a minimum, a high school diploma and be a Certified Dietary Manager through an accredited program in dietetic training approved by the American Dietetic Association.

#### Experience Requirements:

##### Must have a minimum of five (5) years of experience in a supervisory capacity in a hospital or skilled nursing care facility or other related medical facility. Must have training in cost control, food management, and diet therapy. Experience with restaurant style dining is preferred.

### Chief Clinical Dietician (Registered Dietician)

#### Manage the nutritional care program at the Facility according to policies and procedures, and federal/State requirements. Responsibilities include planning, organizing, developing and directing the nutritional care of residents in accordance with current federal, State and local standards, guidelines and regulations that govern the Facility. Work effectively with others to ensure that quality nutritional services are being provided on a daily basis, and act as a resource to the Director of Dietary Services so that the food services department is maintained in a clean, safe and sanitary manner. Position may be at the corporate level or contracted.

#### Complete comprehensive nutrition assessments, including a Minimum Data Set and Care Area Assessment, and care plan development in accordance with federal and state regulatory guidance. Review therapeutic and regular diet plans and menus to ensure that they are in compliance with the physician's orders.

#### Education Requirements:

##### Must possess, at a minimum, a Bachelor's degree in Dietetics from an accredited college or university and be registered by the Commission on Dietetic Registration of the American Dietetic Association and/or meet state licensure requirements.

#### Experience Requirements:

##### Must have a minimum of three (3) years of dietary experience in either a supervisory or consultant capacity in a long-term care facility.

### Director of Housekeeping & Laundry

#### Plan, organize, develop, and direct the overall operation of the Housekeeping and Laundry Department in accordance with current federal, State and local standards, guidelines, and regulations governing the facility, and as may be directed by the Administrator, to assure that the Facility is maintained in a clean, safe, and comfortable manner. Position may be contracted out.

#### Education Requirements:

##### Must possess, at a minimum, a high school diploma or its equivalent.

#### Experience Requirements:

##### Must have a minimum of three (3) years of experience in a supervisory capacity in a hospital or other related medical facility. Training in environmental control practices and procedures is desirable but not required.

### Director of Maintenance & Operations

#### Plan, organize, develop, and direct the overall operation of the Maintenance Department in accordance with current federal, State and local standards, guidelines, and regulations governing the Facility, and as may be directed by the Administrator, to ensure that the Facility is maintained in a safe and comfortable manner. Responsible for ensuring emergency plan and preparedness are current and meet federal requirements.

#### Education Requirements:

##### Must possess, at a minimum, a high school diploma or its equivalent.

#### Experience Requirements:

##### Must have a minimum of five (5) years of experience in a supervisor capacity, in a maintenance/plant related position. Experience must demonstrate knowledge of boilers, compressors, generators, HVAC etc., as well as various mechanical, electrical and plumbing systems. Must have the ability to read and interpret blueprints. Experience must also demonstrate knowledge in life safety, building codes and safety regulations. Experience must demonstrate knowledge in OSHA documentation, survey readiness, lock out tag out, emergency plan creation, and preparedness.

### Director of Social Services

#### Plan, organize, develop, and direct the overall operations of the Social Services Department in accordance with current federal, State, and local standards, guidelines, and regulations, established policies and procedures, and as may be directed by the Administrator, to assure that the medically related emotional and social needs of the resident are met/maintained on an individual basis.

#### Education Requirements:

##### Must possess a Bachelor’s Degree with a preference of Master’s Degree in Social Work from an approved school of Social Work.

#### Experience Requirements:

##### Must have a minimum of two (2) years of experience in a supervisory capacity in a hospital, skilled nursing care facility, or other medical facility.

### IT Tech

#### Ensure network reliability by assisting in the implementation of IT strategies to ensure consistent configuration and operation of the network and computer systems. Configure, manage, and troubleshoot Microsoft Operating systems, email, databases, and oversee Microsoft Windows Active Directory. Configure and troubleshoot productivity suites, provide users with dependable access to computer and network resources and administer communication systems.

#### Education Requirements:

##### Must possess, at a minimum, a high school diploma. An AA degree in computer science or related discipline is desirable but not required.

#### Experience Requirements:

##### Must have a minimum of one (1) year of experience supporting and troubleshooting current IT environments, including device hardware and software, printers, Windows operating systems, and networking. The duties are primarily supporting users and internal systems for day-to-day technical operations.

### Infection Preventionist

#### Plan, organize, develop, and direct the overall operations of infection control. Partners with Medical Director a system of care that promotes sound and scientific infection prevention principles and practices.

#### Education Requirements:

##### Must possess a valid LPN/RN licensure. Must possess current CMS/CDC certifications.

#### Experience Requirements:

##### Must have 1 year of skilled nursing experience. Minimum 1 year of infection prevention experience is preferred.

### Assistant DON/Unit Managers

#### The primary purpose of the ADON/Unit Managers are to direct the functions of the Facility on a rotational schedule in accordance with current federal, State, and local standards, guidelines, and regulations that govern long-term care facility and as may be directed by the Administrator, to assure that the highest degree of quality care is maintained at all times.

#### Education Requirements:

##### Must possess an Associate of Arts (AA) Degree in Business Administration or Health Administration.

#### Experience Requirements:

##### Must have a minimum of three (3) years of experience in a supervisory capacity in a hospital or long-term care facility. Experience must demonstrate a working knowledge of long-term care operational standards set forth in the Federal Register, Requirements of Participation.

### MDS Nurse (2)

#### Also referred to as minimum data set nurses, MDS nurses assess, monitor, and document residents’ health. Collaborate with other healthcare professionals to create health care plans for residents. Able to rapidly assess situations to make critical decisions about resident care. MDS nurse should be able to work with a high volume of data and intricate medical reports.

#### Education Requirements: LPN licensure required; RN preferred. A unencumbered license, LPN or RN or the ability to obtain a nursing license in State of Nevada prior to start date of employment. Certification in resident assessment coordination (RAC-CT) preferred. CPR/BLS card required.

#### Experience Requirements: Minimum two (2) years experience as an MDS nurse at a skilled nursing facility. Experience must demonstrate working knowledge of MDS 3.0 processes such as the Resident Assessment Instruments (RAI), PDPM updates, and data processing programs such as Point Click Care. Must possess excellent organizational and multitasking skills. Must possess the ability to process a high volume of data, and make independent judgements utilizing initiative, discretion, and the nursing process as needed. Ability to perform duties such as CPR, BLS, EKG assessments, and monitoring residents’ vitals.

## SUBSTITUTION OF PERSONNEL

### Continuous Performance of Key Personnel

#### Unless substitution is approved per section 3.11.3 of this section, key personnel shall be the same personnel proposed in the contractor's technical proposal, which will be incorporated into the contract by reference. Such identified key personnel shall perform continuously for the duration of the contract, or such lesser duration as specified in the technical proposal. Key personnel may not be removed by the contractor from working under this contract, as described in the RFP or the contractor’s technical proposal, without the prior written approval of the SVHO.

#### If the contract is task order based, the provisions of this section apply to key personnel identified in each task order proposal and agreement.

### Definitions – For the purposes of this section, the following definitions apply:

#### Extraordinary Personal Circumstance - means any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and that precludes the individual from performing his/her job duties under this contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

#### Incapacitating - means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the contractor's Technical Proposal.

#### Sudden - means when the contractor has less than thirty (30) days' prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the contract.

### Key Personnel General Substitution Provisions – the following provisions apply to all the circumstances of staff substitution described in Replacement Circumstances of this section.

#### The contractor shall demonstrate to the SVHO's satisfaction that the proposed substitute key personnel have qualifications at least equal to those of the key personnel for whom the replacement is requested.

#### The contractor shall provide the SVHO with a substitution request that shall include:

##### A detailed explanation of the reason(s) for the substitution request;

##### The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;

##### The official resume of the current personnel for comparison purposes; and

##### Any evidence of any required credentials.

#### The SVHO may request additional information concerning the proposed substitution. In addition, the SVHO and/or other appropriate State personnel involved with the contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.

#### The SVHO will notify the contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The SVHO will not unreasonably withhold approval of a requested key personnel replacement.

### Replacement Circumstances – Voluntary and Vacancy

#### To voluntarily replace any key personnel, the contractor shall submit a substitution request as described in section 2.7.3.2 to the SVHO at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph 2.7.4.2 of this clause, a substitution may not occur unless and until the SVHO approves the substitution in writing.

#### The contractor shall replace key personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per 2.7.4.1 of this section.).

#### Under any of the circumstances set forth in this paragraph, the contractor shall identify a suitable replacement and provide the same information or items required under 2.7.3 of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

### Key Personnel Replacement Due to an Indeterminate Absence

#### If any key personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the contractor shall identify a suitable replacement and provide the same information or items to the SVHO as required under 2.7.3 of this section.

#### However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the SVHO, at the option and sole discretion of the SVHO, the original personnel may continue to work under the contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

### Directed Personnel Replacement

#### The State may direct the contractor to replace any contractor and/or subcontractor personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in section 2.7.6.3. If after such remediation the State determines that the personnel performance has not improved to the level necessary to continue under the contract, the contractor will execute a plan to remove the personnel from their position. Personnel who are removed in such a manner are not eligible to be brought back in any capacity including contracted staff.

#### In circumstances of directed removal, the Contractor shall, in accordance with 2.7.3, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

#### If deemed appropriate at the discretion of the DDHS/SVHO, the state shall give written notice of any personnel performance issues to the contractor, describing the problem and delineating the remediation requirement(s). The contractor shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the State. If the State rejects the Remediation Plan, the contractor shall revise and resubmit the plan to the State within five (5) days, or in the timeframe set forth by the State in writing.

#### Should performance issues persist despite the approved Remediation Plan, the DDHS/SVHO will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the key personnel at issue.

#### Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the contract or which otherwise may be available at law or in equity.

## STATE EMPLOYEES

### In addition to a management company, the Home will house a small contingent of State employees as follows:

#### State Veterans Home Officer (SVHO)-Management Analyst III. The US Department of Veterans Affairs requires one SVHO to be present in any USDVA funded and certified state nursing home. The State of Nevada SVHO will: ensure contract compliance for the management, operation and administration of a State Veterans' Nursing Home; be responsible to ensure that the facility and the contractor is in compliance with the many federal and state laws, rules, and regulations involved in the operation of a nursing home and receipt of government funds for such operation; exercise discretion in monitoring and evaluating conditions of the home and its residents and recommending corrective actions to be taken when necessary; review policy and procedure changes. The Department may change the SVHO at any time by written notice.

#### State IT Professional III. This position works under the direction of the agency IT Manager. Position functions include: NNSVH IT Administration, NNSVH IT Infrastructure Management, NNSVH IT Department Operations, and NNSVH IT Project Management.

#### Facility Supervisor I. This position is assigned to the NNSVH to manage decisions and recommendations that represent the NNSVH physical plant and state interests of the NDVS in the physical plant elements. This includes coordination of communication with the contractor’s Facility/Maintenance Director and the Chief Financial Officer of NDVS and State Public Works Division. It is a state supported oversight function including building and structural, biomedical, electrical systems, HVAC, water maintenance systems, operations of doors, gates and other construction components of the NNSVH; serving as the NDVS safety oversight coordinator; providing preventative maintenance systems oversight and monitoring. The position supports development of business relationships and liaison with the management company contractor and other outside contractors, working in concert with the NDVS Chief Financial Officer and State Officer for ensuring integrity and property management, oversight and coordination activities and major maintenance of the state (NDVS) provided vehicle fleet. The Department may change the State Facility Supervisor at any time by written notice.

#### Administrative Assistant - AAII. The AAII position supports the Deputy Director of Healthcare Services with the elements of oversight. Position assures administrative information is shared with NDVS, and the management of the Home. The position will design, compose, and review written materials for public dissemination and assist with communication between NNSVH and NDVS. The Department may change the State Administrative Assistant at any time by written notice.

#### Veteran Services Officer (VSO)- VSO is responsible for assisting veterans with benefits and claim management. Available for residents as well as the general veteran population. The Department may change the Veteran Services Officer at any time by written notice. This position may be full or part time depending on case load as determined by the NDVS Director.

## STATE RESPONSIBILITIES

### The State shall be responsible for providing the following:

#### The State will maintain an on-site State Representative at the Home as required by USDVA. The State Representative is the SVHO and will monitor the contractor of the Facility on a full-time basis. The SVHO is the official representative of NNSVH when interacting with elected officials as well as federal, state and county agencies, including veteran service organizations and community/civic groups.

#### The SVHO shall maintain good relationships with veteran service organizations, civic groups and attend events at requested and time permits.

#### The SVHO will maintain resident wish list and sponsorship opportunities.

#### Preparation of invoices and reports required to be submitted to the U.S. Department of Veterans Affairs (USDVA) for State Home Per Diem reimbursement (USDVA 105588) through OB10, based on census reporting from the contractor.

#### Establish eligibility requirements for residency in the Home and assist the contractor in public relations and soliciting applicants with the goal of achieving and maintaining higher occupancy.

#### The State is responsible for facility improvement, enhancement, purchase replacement or repair of equipment and furniture for projects that would require State Public Works involvement providing that expenditure is not due to the contractor's or subcontractor's abuse or neglect. In all cases of abuse or neglect, the contractor is financially responsible for the total repair or replacement cost. NDVS is the final authority to determine what constitutes abuse or neglect. Under no circumstances shall costs associated with abuse or neglect be expensed to NDVS.

#### All equipment and furniture purchased shall remain the property of the State, tagged and inventoried as State owned by the State.

#### Provide use of office/working space to contractor inside the Northern Home. Approve any position office throughout the Facility and grounds.

#### Review all denial of admissions before the veteran or Non-Veteran Spouse is informed. The contractor must provide documentation to the SVHO to substantiate all denials of admission. The SVHO will concur with or deny the contractor's recommendation. The applicant has a right to appeal the denial determination to the NDVS Deputy Director of Healthcare Services.

#### Attend any meetings relating to the management operations of the Facility or meetings to discuss health care.

#### The State will maintain the NNSVH webpage on the NDVS website, Facebook and any other social media related to the Home. NDVS and Contractor will coordinate on a social media plan.

#### The State will coordinate all monetary donations, not the Contractor. The State will record and track all monetary donations directly to the home through NDVS and acknowledge each donation with a letter signed by the SVHO.

#### NDVS will make available to the contractor all State-owned equipment assigned to the home used to maintain and operate NNSVH.

#### Monitor the performance of the contractor to ensure contract compliance and maintain an active role in the operation of the Home to ensure a level of care for the residents at least equal to State and federal standards. Safeguard and maintain the State's investment in the facility and its equipment.

#### Any sharing agreements or memorandums of understanding (MOU) are between the State of Nevada and other county, State, and federal entities.

#### NDVS will monitor contract performance consistent with NDVS Division of Financial Services, Policies and Procedures Manual as well as other applicable State of Nevada and NDVS policies and procedures. This includes on-site monitoring.

## CONTRACTOR RESPONSIBLITIES --- MEETINGS, REPORTS, MARKETING, ADMISSIONS AND HUMAN RESOURCES FUNCTIONS

### Administration/Management/Human Resources. The contractor shall meet the applicable requirements of [NRS 449](https://www.leg.state.nv.us/NRS/NRS-449.html) and [NAC 449](https://www.leg.state.nv.us/nac/nac-449.html) for the admission and management of the NNSVH.

### The contractor is fully responsible for conducting all regularly scheduled 'standing' meetings necessary to support resident care and the operations of the Home. Should a regularly scheduled meeting not occur, for whatever reason, that meeting is to be rescheduled as soon as possible and not be deferred to the next meeting cycle without the approval of the DDHS/SVHO. At a minimum, the ‘standing’ meetings include:

#### Daily Meeting to include the following personnel:

#### \*Department Heads

#### Monthly Meetings to include the following personnel and topics:

##### Safety Committee

##### Emergency Action Plan Review

##### Infection Control

##### Quality Assurance (QAPI)

##### Best Practices

##### Maintenance Projects Status Review

##### Marketing (number of events attendees and new events scheduled to determine the success of the marketing plan)

### Prepare all materials and follow all procedures necessary to maintain annual certification by the USDVA Medical Center of Jurisdiction (VA Sierra Nevada Health Care System for Comprehensive Care programs. The standards of care must be met.

### Prepare all materials and follow all procedures necessary to maintain certification of beds (96 beds) under Title XVIII (Medicare) and Title XIX (Medicaid) of the Social Security Act.

### Prepare and provide the below reports to the assigned NDVS team member following the designated timeframe or as requested ~~(~~excluding daily), to include:

#### Daily or as events occur:

##### Daily Update Report through resident EMR software

##### Daily Resident Census Report – To include new admissions and discharges

##### Resident Data Sheet (upon admission of each resident)

##### Ad-hoc Quality Assurance Committee Reports

#### Weekly:

##### Infection Control emails to CMS and VA

##### Self- Reports - initial and final report from Nursing/Social Services

#### Monthly:

##### Summary Financial Statements (Balance Sheet, Operating P&L Statement, and Statement of Cash Flows)

##### Monthly Bank Account Statement

##### Monthly Bank Transaction Report

##### Monthly Allocated Payments Report

##### Accounts Receivable Aging Report

##### Accounts Payable Outstanding Report

##### Activity Calendar

##### Resident Council Minutes - due within 5 business days of the meeting

##### Dietary Cost Report (include weekly invoices & orders)

##### Quality Assurance Committee Minutes, Quality Indicator Reports and Tracking (safety, nurse staffing and med errors)

##### Resident and Family Complaints and Grievances Report (to include resolution)

##### Resident and Family Satisfaction Survey Report

##### Staffing Level Report (to include vacancies and staffing number and classification on each shift.)

##### Staffing PPO Report (summarized by required staff vs. actual staff, to include # of times shift is filled by Unit Managers or Floor Nurse, and # of times Restorative Aides fulfill CMA duties)

#### Quarterly:

##### Market wage analysis for all positions using similar levels of care for clinical analysis.

#### Annually:

##### Annual financial audit completed by a third party.

##### Emergency Action Plan/Disaster Plan

##### Employee Satisfaction Survey Report

##### Operating Budget

##### Resident and Family Satisfaction Survey Report

##### Input to the NDVS Annual Report

#### End of Contract Transition:

##### Joint Inventory (to be completed by outgoing contractor/state and in-coming contractor/state)

### NDVS reserves the right to request other reports as needed determined through execution of the current contract.

### Perform human resources functions to ensure timely recruiting, hiring, staffing, payroll, employee benefits administration, compensation, employee services and counseling. Ensure facility-wide communication and compliance with regulatory requirements. Conduct a criminal background check and illegal drug screening for prospective employees in accordance with Nevada law. NDVS shall have the right to review all records and procedures at its discretion.

### Develop, plan, and administer employee orientation and develop in-service programs, which include all State/Federal mandatory in-services. Assess the educational needs of all staff and plan, develop, and implement training programs to meet those needs. Maintain in-service records on all employees, skills fairs, and ongoing continuing education.

### Provide switchboard/receptionist services seven days per week.

### Conduct quarterly family informational events to provide topics of interest and meet staff.

### Notify the DDHS/SVHO of any planned, scheduled, or unannounced visits/meetings with elected officials, federal, state, city, or county agency or veterans' service organizations on-site at NNSVH.

### The SVHO in collaboration with the contractor will distribute a monthly eNewsletter to families of NNSVH Residents using the NDVS Constant Contact account. The newsletter should contain resident photos attending Home events and outings, a list of upcoming events, volunteer and donor recognition, donations to the Home, and staff profiles. The newsletter should be professional in appearance and in color.

### Administration/Admissions/Benefits/Marketing. All admissions will be made by the contractor. The contractor will have responsibility for the admissions process and managing the waiting list and the concerns of potential residents and their families. Census must be maintained at the highest possible number of occupied beds to provide services to as many veterans as feasible.

### Assist prospective residents and/or their families and responsible parties in completing forms and documents required for admission. The contractor shall meet the requirements of NDVS, [NRS 449](https://www.leg.state.nv.us/NRS/NRS-449.html) and [NAC 449](https://www.leg.state.nv.us/nac/nac-449.html) (Admission and Discharge).

### The contractor will comply with the daily rate set by Nevada State Legislature.

### Contractor shall design and implement facility policies, procedures, and protocol in accordance with CMS and DHHS Certification and Licensure and USDVA Standards. Facility policies, procedures and protocol will adhere to NDVS policies, procedures and protocol and will be submitted to NDVS for approval prior to implementation.

### Contractor shall be responsible for ensuring that their staff, report any problems and/or unusual incidents to NDVS officials and as required by applicable federal, state, and local regulations and NDVS policies and procedures.

### Contractor’s staff shall represent the facility in discussions with local civic groups or visiting officials of NDVS as mutually agreed upon by the parties.

### Contractor shall maintain residents' personal funds in accordance with CMS and DHHS Certification and Licensure requirements, USDVA Standards, third party reimbursement requirements, and NDVS policies and procedures. Contractor shall insure that all employees responsible for handling residents' funds are adequately bonded. Contractor shall also be required to deposit residents' personal funds to a separate non-operational interest-bearing account reviewed and approved by NDVS.

### Contractor shall provide unlimited access to all medical records, administrative and financial data, and any other information it deems necessary to audit financial records, verify services, verify the quality of care provided, resolve complaints, respond to inquiries and/or establish benefits.

### Contractor shall provide all reports required by CMS, USDVA, DHHS, and NDVS, including reports required for USDVA billing. Contractor shall provide all necessary information, data, statistics, and reports for NDVS to bill third party payers as well as to establish and maintain residents’ personal fund accounts.

### Contractor shall implement and maintain a corporate compliance committee, subject to review and approval by NDVS. Corporate Compliance Program audit reports will be submitted to NDVS on a regular basis, minimum quarterly.

### Contractor shall maintain, on a fiscal year beginning July 1st and ending June 30th basis, all financial and statistical data required for the filing of federal Medicare and Medicaid cost reports and provide same to NDVS staff within 90 days after the end of each fiscal year. Contractor is responsible for each report including filing and each report must be preapproved by the NDVS Executive Officer or designee.

### Contractor shall present all operational and financial statements on a fiscal year beginning July 1st and ending June 30th basis, to adhere with State of Nevada fiscal year.

### Contractor shall comply with all applicable state, federal and local laws and regulations, court orders, and NDVS policies.

### Contractor shall immediately notify NDVS of a bankruptcy or insolvency proceedings involving contractor and/or any subcontractors.

### Additionally, the Contractor shall:

#### Provide a Director Admissions who will ensure that the census of the Home is maintained, ensure timely and responsive customer service to potential residents and/or their families Maintain database records of referrals and tracking how families/veterans were referred to the Home.

#### Maintain the existing resident database, by which upon admission a resident's military branch or branches, service era(s), and other pertinent information can be captured and accessed using various categories for reports. This report must be accessible to the SVHO.

#### Photo release form, agreed upon by contractor and NDVS, is signed by all residents upon admission to NNSVH and valid for as long as the resident is at NNSVH. The Director of Admissions includes this form in the admission paperwork packet, then gives a signed copy to SVHO who tracks on spreadsheet for NNSVH and NDVS uses, i.e newsletters, website, social media. This form does not need to be re-signed every year. This form gives the resident an option to respond yes or no. If media would like to interview a resident, each resident will need to sign a Media Release Form.

#### Through the NDVS VSO, a certified Veterans Service Officer, assist residents/families with eligibility determination for USDVA benefits and verification of military eligibility, assist veterans in the completion of all necessary paperwork.

#### Ensure written clinical assessments, records, and documentation for all admissions and discharges are available upon request. The SVHO must be notified of any potential issues with admissions, discharges, or denial of admission of applicant. Any consideration of denial must be justified in writing and forwarded to the SVHO for disposition within 24 hours of denial.

#### If the census is less than 90% of occupancy, the contractor shall implement an effective marketing program with a goal of achieving and maintaining full occupancy of the Home. Collect, analyze, and maintain statistical and demographic data, submitted weekly to the State Veterans Home Officer, to include, but not be limited to data and records on areas outlined below:

##### Events scheduled;

##### Events attended;

##### Target audience of the events;

##### Benefit of attending event;

##### Current advertisements including, print ad, radio, and television; and

##### Comparisons of the realized success/effectiveness of the various media used and/or event.

#### Plan and host a minimum of two annual events, open to the public, to promote awareness and services offered at NNSVH.

#### Maintain a current marketing plan and provide marketing coverage to all geographic areas of the State, with special emphasis on those areas that are furthest from the Home and/or least represented in the census of the Home. The contractor shall provide a yearly marketing plan/schedule that is updated and presented monthly to the SVHO no later than the 15th of the current month for the month that follows. The plan/schedule requires approval by the SVHO or the designee. Once approved, any deviations from the approved plan must be submitted to the SVHO in advance of an alternate or cancelled event. The contractor is responsible for obtaining all pertinent information regarding the event - such as date, time, and location - well in advance to allow a representative from the marketing team to attend the event.

## BUSINESS OFFICE

### The State is dependent on the contractor for expertise in billing and financial operations of the Facility. Any denial of payments by government programs will be at the expense of the contractor if a direct result of the contractor's actions or inactions.

## PHARMACY SERVICES AND MEDICAL SUPPLIES

### The Contractor shall ensure that all pharmaceutical services be provided according to the minimum requirements and shall be maintained by the contractor according to Federal, USDVA, State, and local regulations, and/or are consistent with accepted practices in the long-term care healthcare industry.

### Contractor shall fund and provide all pharmacy services to include all prescription and non-prescription medications. Said services may be provided by means of a subcontract arrangement or by in-house staff. Contractor may adopt and use, with the approval of NDVS, a drug formulary similar to that used by the USDVA. Any medications not on the formulary may be billed by the contractor to the resident's responsible party if the responsible party requests a drug not on the formulary.

### Contractor will also be responsible for all other medical supplies.

### The following procedures shall apply regarding eyeglasses for residents:

#### It is expected that residents will enter the facility with suitable eyeglasses.

#### Residents should buy their own eyeglasses whenever possible.

#### When a resident is referred to the ophthalmologist for refraction and eyeglasses, the order will be placed immediately with the optician. An attempt will be made to have any third-party coverage, the resident's responsible party or the resident pay for this order, but in case they are unable to do so the facility will pay for the eyeglasses.

#### Eyeglasses will be repaired upon request of the staff physician with an attempt to have any third-party sponsorship, the resident's responsible party or the resident pay for the repair, but in case of they are unable to do so, the facility will pay for the repair.

## NURSING HOME CARE

### The contractor shall meet the requirements of NRS/NAC and USDVA Nursing Home Care Standards.

### In addition, the Contractor shall:

#### Develop, provide and implement a Quality Assurance Plan (QAP) that meets the requirements of [NRS 449](https://www.leg.state.nv.us/NRS/NRS-449.html), [NAC 449](https://www.leg.state.nv.us/nac/nac-449.html), §483.75 Quality Assurance and Performance Improvement per CMS, and that will ensure high quality resident care. Plan elements shall include: the basic principles of the approach; the steps involved in developing the methodology; a description of all procedures and interventions that will support the methodology; the quality control and product assurance techniques employed; and the management procedures used. The Quality Assurance Committee Minutes, Quality Indicator Reports and Tracking (safety, nurse staffing and med errors) will be made available **quarterly** to the DHHS/SVHO.

#### Ensure that each resident receives the medical, dental, rehabilitative, or other clinical services that are required by [NRS 449](https://www.leg.state.nv.us/NRS/NRS-449.html), [NAC 449](https://www.leg.state.nv.us/nac/nac-449.html) and USDVA regulations or Medicaid/Medicare, if applicable.

#### A list of required Medicaid and Medicare services are available online at [www.medicare.gov](http://www.medicare.gov). The contractor may bill the resident, Medicare, Medicaid, and third-party payers for the services provided under this paragraph. In no instance will the State be responsible for any billing not collected.

#### Provide complete mortuary policies and procedures that ensure the sensitivity and expediency of death notification, documentation, and disposition of remains.

## INFORMATION SYSTEMS

### NDVS will provide all wired and wireless network transport hardware including necessary network routers, switches, wireless access points and requisite configuration. Support, and maintenance to be provided by contractor.

### The contractor will provide any and all network and internet bandwidth required for use by the contractor and residents. Contractor to provide separate circuits for enterprise and residents to adhere to state standards.

### NDVS will provide the Rcare nurse call system, and equipment. Contractor to provide support and maintenance. NDVS has invested in the Rcare system to provide additional tools for providing outstanding care to the residents. Contractor must notify NDVS of any planned modifications, which must be approved in advance of implementation.

### The State will provide any and all computer hardware and operating systems used by the Contractor to include personal computers, portable devices, tablets, servers, etc. Computer equipment and software purchased by the State will remain property of the State.

### The contractor will provide IT support and maintenance for all computer equipment and software.

### NDVS will provide all wired telephone equipment for staff and residents. This does not include use charges from telecom providers.

### NDVS will provide all computer equipment, software, and maintenance for all NDVS employees at the home.

### NDVS will provide replacements for computer equipment on a designated timeline determined by the state. Any replacements must be approved by NDVS IT manager. If replacements occurs outside the schedule due to misuse, neglect, or loss it will be at the financial cost of the contractor for sufficient replacement.

### Any and all computer systems, software, network services, and configurations provided by the contractor are subject to approval by NDVS IT staff for compliance with the Nevada State Information Security Program Policy.

## ELECTRONIC MEDICAL RECORDS (CLINICAL RECORDS)

### The contractor agrees to use Point Click Care or NDVS approved Electronic Medical Records (EMR) system and meet the requirements of [NRS 449](https://www.leg.state.nv.us/NRS/NRS-449.html) and [NAC 449](https://www.leg.state.nv.us/nac/nac-449.html) (Clinical Records), CMS, and USDVA. The system is capable of document management, scanning of medical records and test results, and integration to pharmacy and laboratory software systems currently in use by other providers in support of resident care and medical records tracking. Implementation and utilization shall be the responsibility of the contractor. EMR must provide for real time access to records, provide for backup of information and have demonstrative benefits. Access to EMR must be provided to NDVS staff to include, but not limited to DDHS, and SVHO.

## REHABILITATION/PHYSICAL/OCCUPATIONAL THERAPY

### The contractor shall meet the requirements of [NRS 449](https://www.leg.state.nv.us/NRS/NRS-449.html) and [NAC 449](https://www.leg.state.nv.us/nac/nac-449.html) (Rehabilitation/Physical Therapy/ Occupational Therapy), and CMS for admitted residents. In addition, the contractor shall utilize the available appropriate spaces onsite for residents who are able, and approved by the attending physician, to use exercise equipment. Contractor is responsible for ensuring residents are supervised while performing all rehabilitation/physical/occupational therapy and restorative programs.

### Contractor will fund and provide, either through its own staff or by subcontract, rehabilitation services which will include, but are not limited to, speech, physical, and occupational therapy' necessary to meet residents' needs as required by DHHS certification and licensure standards, CMS, and USDVA standards.

## SOCIAL SERVICES

### The contractor shall meet the requirements of [NRS 449](https://www.leg.state.nv.us/NRS/NRS-449.html) and [NAC 449](https://www.leg.state.nv.us/nac/nac-449.html). In addition, the Contractor shall:

#### Provide a Director of Social Services.

#### Implement and monitor a Behavioral and Mental Health Program in partnership with Reno VA.

## RESIDENT ACTIVITIES/RECREATION

### The contractor shall meet the requirements of [NRS 449](https://www.leg.state.nv.us/NRS/NRS-449.html) and [NAC 449](https://www.leg.state.nv.us/nac/nac-449.html) (Patient Activities) as follows:

### Provide a Director of Activities and life-enrichment, to include Activity Aides to assist in carrying out Activity Program objectives. It is desirable, but not required, that Activity Aides be Certified Nursing Assistants.

### Provide and plan recreational programs and activities tailored for SNF Care Programs on a daily basis, including evenings and weekends. The State recognizes that person centered care or Culture Change is the shift in the philosophy of care for residents. Individualizing the nursing home experience for residents is an important pathway to a better quality of life. It is crucial to offer meaningful activities that reflect their preferences and the ability for the resident to have a choice. Activities that promote socialization improve the wellness of residents and require a robust activities program. Activity program to include, group, in-room, and one-one activities to meet the varying needs of all residents.

### Activities and life-enrichment should also include customized programs for the Memory Care Units appropriate for the resident to include sensory stimulation, or programs to calm behaviors.

### Foster family and community support of the activity program through participation.

### Provide transportation to external activities for residents capable of attending.

### Decorate dining rooms for the season/holiday. Tables should display decorations that may contain live or artificial flowers.

### At a minimum, provide observances, ceremonies, and decoration of common and resident living areas for all federal holidays, and military service birthdays.

### Provide a Director of Volunteer Services to manage the Home's Volunteer Program assume responsibility for the recruitment and coordination of volunteers to enhance the quality of life for all residents. Develop, plan, coordinate and implement an annual volunteer recognition event which will include input from the State.

### Provide daily resident mail delivery service Monday through Saturday, except for Federal holidays.

## RESIDENT TRUST ACCOUNT

### Provide resident trust services, including, but not limited to receipt of direct deposits, maintenance of resident accounts, and disbursement of funds to residents in adherence with all CMS guidelines. Provide residents access to their funds in a timely manner determined through CMS regulations. Contractor is responsible for providing quarterly audit of resident trust accounts.

## RESIDENT STORE

### The contractor will provide cleaning, repair, and maintenance activities for the Silver State Store within the Home, which is managed by volunteers and operates as a dba of a local non-profit operating the store. The purpose of the Resident Store will be to supply a variety of products desired by the residents but not provided by the Home. Contractor will not have any oversight regarding operations of the Silver State Store but be a partner in maintaining the space for the Silver State Store.

## DIETARY SERVICES

### The contractor shall meet the dietetic service area requirements of [NRS 449](https://www.leg.state.nv.us/NRS/NRS-449.html) and [NAC 449](https://www.leg.state.nv.us/nac/nac-449.html), CMS, and USDVA. The contractor shall also comply with all dietary requirements for long-term residents as required by DHHS.

### In addition, the contractor shall:

#### Provide a high-quality food service program, to include menu rotations that offer variety and choices at each meal. Food quality is important for/long-term care residents since good nutrition is vital to improving and maintaining health. We want all residents to enjoy the dietary program, and ensure that it meets all wants, and needs of the residents. The dining experience is something the State focuses on as a very important part of resident satisfaction. Provide three meals per day for approximately 96 residents. Additionally, meals are prepared for paying staff and resident guests. The contractor is to provide monthly order receipts to the SVHO to verify that quality food is being purchased to meet the nutritional needs of residents, and is in compliance with all applicable Federal, USDVA, State and local regulations.

#### Operate town hall dining to represent a restaurant style dining experience for the residents. This includes an anytime meal offering selection inside town hall.

#### Ensure residents are provided nutritious snacks and nourishment, in addition to their regular meals, on all shifts at a frequency and type appropriate to their medical and nutritional needs.

#### Ensure all dining rooms are cleaned after each meal as part of the responsibility of the Director of Dietary Services. The food preparation and cooking area must be maintained according to NRS/NAC and USDVA requirements.

#### Ensure that menus reflect seasonal events, holidays, military anniversaries, and diversity events.

#### Maintain par levels for utensils, plates, glasses, cups, trays, pots and pans for the dining room and kitchens to serve all residents and staff.

## HOUSEKEEPING

### The contractor shall meet the housekeeping requirements. In addition, the contractor shall:

#### Provide housekeeping services in all areas of the Home. Housekeeping services to be provided seven days per week. Services will include, but not be limited to:

#### All uncarpeted floors are to be swept daily and cleaned at least once per a week. Waxed floors are to be stripped and re-waxed as required, but not less than twice per year.

#### Carpeted floors are to be vacuumed as required, at least twice per week, and steam cleaned as required, but not less than twice per year.

#### All floors are to be cleaned more frequently if use or special circumstances require.

#### All trash to be emptied daily.

#### Curtains, blinds, and other window treatments to be dusted as needed.

#### All window interiors to be cleaned as needed.

#### All exterior windows shall be cleaned each quarter.

#### All exterior glass doors to be cleaned weekly.

#### Door mats to be replaced or steam cleaned as needed.

#### Tables and furniture in common areas will be wiped down at least weekly, and more frequently if usage requires.

#### Upholstered furniture will be shampooed/cleaned at least once per year.

#### Provide all necessary equipment and supplies to maintain all carpeted and tile floors at optimum levels; i.e., floor scrubbing/waxing machines, vacuums, etc., whether through lease or purchase.

### The contractor shall meet the laundry requirements as follows:

#### Provide daily linen laundry service to all residents as needed but no less than twice per week.

#### Provide fresh towels daily.

#### Provide personal laundry for all residents requiring it. The contractor is responsible for reimbursement or replacement of all inventoried resident clothing lost or stolen in the laundry. All residents' clothing must be labeled with the resident’s name.

## FACILITY MAINTENANCE AND PLANT OPERATIONS

### Maintain the facilities, equipment, and grounds of the NNSVH in conjunction with the NDVS Facilities Supervisor. Provide comprehensive facilities and maintenance management programs that will ensure that the State's facilities and equipment are properly maintained, and that preventive and scheduled maintenance and replacement of infrastructure and equipment is performed when appropriate. Provide access in TELS to the Preventive Maintenance Report, prepared in conjunction with the NDVS Facilities Supervisor. The contractor provides the preventative maintenance and the NDVS Facilities Supervisor provides oversight to ensure the required work is performed timely. The contractor shall:

#### Work with State Facilities Supervisor.

#### Provide written input to the SVHO and/or the State Facilities Supervisor as to capital facility improvements or equipment repair requirements which are needed to maintain certification and licensure, to maintain or improve quality of care, or to replace obsolete or worn-out equipment which is specified in the contract as the responsibility of the State.

#### Support State personnel and other contractors performing inspections leading to preparation of a State facilities management plan for NNSVH.

#### Implement, and maintain a comprehensive equipment and facilities maintenance management plan, in conjunction with the State Facilities Supervisor, for preventive and non-recurring maintenance that includes:

#### Daily, weekly, monthly, semi-annual, and annual scheduled preventive maintenance of all equipment and facilities to meet industry maintenance practices or Original Equipment Manufacturer (OEM) maintenance guidelines.

#### Repair and/or replacement of equipment as required. The repair or replace decision will be approved by the SVHO.

#### Identification and planning for short term (less than 12 months) preventive maintenance, replacements, and repairs.

#### Identification and planning for long-term (12-60 months) preventative maintenance, replacements, and repairs.

#### Development of specifications, solicitation of competitive bids and proposals, management, and oversight of performance of the work, and compliance with the specifications in conjunction with the State Facilities Supervisor.

#### For procurement of any commodity or service for which the State will provide any degree of funding, the Department reserves the right to require the contractor to competitively solicit the services of subcontractors and the procurement of services or commodities by obtaining a minimum of three bids/offers. If the Contractor has an equity interest in a proposed subcontractor or vendor, it must obtain at least three competing bids/offers. Further, the Department may require the contractor to include specific entities among those the Contractor intends to solicit; i.e., other State units, etc.

#### Regular cleaning of all air supply and return ducts and registers as necessary.

#### Industrial cleaning of all air supply and return ducts and registers must be performed in compliance with Life Safety Regulations, and recommendation of State Public Works.

#### Provide maintenance service in the Home as follows: Monday - Friday, exclusive of State holidays, 0630-2100. Saturday coverage, 0800-1700. Sunday coverage, 0700-1600. Holiday coverage, 0700- 1600. On-call response time during all other periods shall be 1 hour or less.

#### Support inspections for license applications and renewals, i.e., pressure vessels.

#### Copies of any annual inspection results, including Federal CMS2567 must be provided to NDVS upon receipt.

## GROUNDS MAINTENANCE

### Maintain grounds year-round. Grounds maintenance shall include, but will not be limited to:

#### Maintenance of all mulch beds. Add new mulch as needed.

#### Cut grass as required.

#### Trim and prune trees and shrubs as required.

#### Remove dead branches from large trees, and remove fallen trees, limbs, or those in danger of falling.

#### Removal of living trees shall be approved by the SVHO.

#### Water plants and trees as required during periods of drought except when watering restrictions are in place as determined by the SVHO and NDVS Facilities Supervisor.

#### Maintain all fences.

#### Maintain cleared areas by trimming brush on property boundaries, and adjacent to cleared areas.

#### Spray for insects and weeds as necessary.

#### Snow and ice removal, including salting of roadways and sidewalks.

#### Leaf cleanup and removal.

#### Outdoor lighting and bulb replacement.

#### Pest, Termite, and Rodent Control. Establish contract for all extermination services that may be required. All NNSVH buildings and areas will be inspected monthly, and treated if required, by a licensed pest control specialist. Termite protection shall be provided for all buildings. Upon request, provide access in TELS to the pest control inspection report to the SVHO. No chemicals or pesticides may be used in the facilities that are prohibited for use in health care institutions. Ensure full OSHA compliance for all portions of program.

#### Daily trash removal services from the Home and the site, including medical, biohazard, and hazardous materials.

#### Conduct a monthly maintenance management plan review meeting to report the status of all performance requirements in RFP §3.2.4.14.4 and§3.2.4.14.5. For all future work in the maintenance plan to include grounds, the contractor shall present and recommend priorities subject to approval by the SVHO.

#### Flags: Maintain proper protocols to include placements, use and handling of flags throughout the Facility. There will be three types of flags: United States, Nevada, and POW.

#### Flagpoles and flag replacement. Poles will have three flags each – United States, Nevada, and POW.

#### Contractor shall ensure that all life safety codes are met.

### The NDVS Facilities Supervisor (FS) serves in the role of preserving and protecting the structure and integrity of the State-owned building and works hand in hand with the State Public Works Division. The FS was actively involved during the construction phase and maintains the plans, CD’s, and other items delivered to the State at the end of the construction period. The FS will work with the SVHO and with the contractor’s maintenance team and may occupy an office on site in the mechanical area. The facilities supervisor, **with respect to warranty items related to the construction of the facility**, will:

#### Be responsible for ensuring that HVAC systems are operating and all air supply ducts, air return ducts and registers are maintained in a clean state of service, including annual inspection and establishment of a quarterly maintenance plan created by the contractor.

#### Work in conjunction with the SVHO and contractor for a comprehensive equipment and facilities maintenance management plan.

#### Work in coordination with the SVHO and contractor to support licensing inspections, applications, renewals, etc.

#### Ensure vehicle maintenance schedule is followed.

#### Evaluate the need for replacement of equipment, maintenance elements provided by SPWD as required for a state-owned building, repair of fencing, landscaping etc.

#### Conduct any repair that is “behind the wall” such as plumbing, electrical, and other items that are not a part of basic day to day maintenance in coordination with SPWD.

## MAINTENANCE OF BUILDING, EQUIPMENT AND SYSTEMS

### Contractor shall be responsible for maintenance of the buildings, equipment and all mechanical, electrical, plumbing and utility systems, including but not limited to:

#### Air conditioning equipment and systems;

#### Air-handling/distribution equipment and systems;

#### Water distribution systems and plumbing;

#### Fire sprinkler system;

#### Electrical equipment, lighting, and control systems;

#### Fire protection equipment and systems;

#### Heating equipment, systems, and controls;

#### Food service equipment;

#### Laundry equipment;

#### Roofing; and

#### Painting

### Maintenance shall include both a program of preventive maintenance on all systems, especially boilers, chillers, and generators, which shall, at a minimum, conform to manufacturers recommended preventive maintenance schedules, and a program of scheduled and unscheduled maintenance and repairs designed to keep equipment and systems in good operating condition. Preventive maintenance records indicating the equipment maintained, the work performed, who performed the work, and the date the work was performed will be maintained by contractor and reported to the NDVS Facilities Supervisor. Contractor will be responsible for arranging, and the cost of, preventive maintenance contracts and work in conjunction with the State Facilities Supervisor.

## SAFETY AND SECURITY

### The Contractor shall meet the safety and security requirements under CMS - Life Safety Code Requirements for the entire Facility. In addition, the Contractor shall:

#### Conduct one (1) monthly fire drill for the entire Facility.

#### Conduct monthly safety meetings to include a prepared agenda and follow-up meetings. Follow up on the status of identified deficiencies until appropriate and complete measures are in place.

#### Maintain annual Emergency Action Plan/Disaster Plan and provide to NDVS SVHO. The Contractor is responsible for the edits and updates of all emergency action plan procedures and policies. Responsible for the verification and availability of all identified emergency par levels.

#### Conduct drills and table-top exercises, as necessary, to maintain staff preparedness and meet the requirements of all state and federal regulations.

#### Provide training to all staff in the proper use of portable fire extinguishers.

#### Responsible for the timely inspections and preventive practices necessary to maintain all safety and emergency equipment in proper working order.

#### Maintain safety inspection records necessary to support surveys by federal and state surveyors.

#### Verity the safe and proper operation of systems used for fire protection, fire alarm, resident wandering, and security cameras.

#### Provide continuous safety monitoring of all aspects of operations to include work practices by staff and contractors, equipment conditions and use, accident investigation, speeding on grounds and any other efforts required to support safe conditions for staff, residents and others that may be on site.

#### Provide safety service to ensure that the residents, employees, Facility, and State property are protected from abuse and theft.

#### Ensure that all visitors and volunteers entering the Home sign in when arriving, and out when departing and are in compliance with the Home dress code as posted in the core lobby. Ensure that only residents permitted to leave the grounds do so, and also sign out and sign in upon return. Ensure that residents who are inappropriately dressed for existing weather conditions do not leave the Facility.

## TRANSPORTATION, FLEET SERVICES, APPOINTMENTS AND SCHEDULING

### Contractor shall operate, repair, and maintain the State vehicle fleet in support of the Home and other motorized equipment costs; to include vehicle fuel and lubricants.

### Schedule and coordinate all appointments for various on-site and off-site medical; to include the on-site USDVA CBOC and arrange/schedule transport.

### Provide a means of communication for each of the Home's vehicles when on the road.

### Ensure the Home's motor vehicles are kept clean inside and out.

### Ensure compliance with all State Vehicle Fleet Management policies and regulations with respect to operation, repair, and maintenance of the State's vehicles.

### Provide daily resident transportation to the local USDVA Medical Center, for those residents requiring care provided by the USDVA (currently morning and afternoon, Monday-Friday). Multiple trips may be made per day. Provide local transportation within a 50-mile radius of the Home for clinical purposes on a space available basis, other than that required in RFP §3.2.4.16.1.2, above. Vehicle and equipment fleet will consist of 3 vehicles total, 1 full-size 4-door sedan (6 passenger); 1 passenger van with (8 passenger) and 1 passenger van with 4WD (12 passenger).

## ANCILLARY SERVICES

### Contractor will be responsible for the provision of all routine laboratory, X-ray, and other ancillary services as required by USDVA, Federal and State standards for certification and licensure.

### All charges for residents in Medicare Part A stays will be billed to Medicare by contractor.

### Contractor will be responsible for billing and collecting private pay collections, HMO/insurance providers, Medicaid, Medicare, USDVA and for the associated Cost Report(s).

### Providers of laboratory, X-ray and other ancillary services may bill residents' third-party insurance coverage and Medicare for services provided to residents in non-Part A stays in conformity with applicable Federal and State laws and regulations. Contractor will be financially responsible for any paybacks and/or penalties imposed by Medicare or other third-party payers resulting from billing for ancillary services provided to residents.

### Religious Services – Provide for appropriate and equal religious services for all faiths, as may be requested. Contractor will ensure that Chaplain Counseling/Therapy is provided under the direction of a full-time employee who has had at least one year of Clinical Pastoral Education.

### Barber/Beauty services shall be provided as ancillary services at no additional cost to the State. The Barber / Beauty attendant must possess and maintain a current Operator's license as issued by the Nevada State Board of Cosmetologists to provide services in the State of Nevada.

### Contractor will provide mental health services in-house, as feasible, either through its own staff or a contractual arrangement approved by NDVS.

### Contractor will arrange for all specialty care required by residents and using vehicles provided by NDVS will transport residents within Washoe County and the Cities of Reno and Sparks for emergency medical care as well as for medical, dental, ophthalmology and diagnostic services provided outside the facility.

## SECURITY REQUIREMENTS

### Contractor will ensure the health, safety, and security of residents, personnel and visitors through a formal Health, Safety and Security program which is consistent with CMS and DHHS Certification and Licensure and USDVA requirements and includes a facility wide no smoking policy for all employees in all facility buildings. At least one unit will be secured with a wander guard type system.

### Contractor will investigate and report any suspected abuse or allegations of abuse in accordance with applicable state statutes. All unusual incidents must be reported to NDVS within 24 hours.

### Employee Identification

#### Each person who is an employee or agent of the contractor or subcontractor shall always display his or her company ID badge while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.

#### At all times at any Facility, the contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

### Criminal Background Check (NRS 449.176)

#### The contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The contractor shall secure at its own expense a Nevada State Police and/or FBI background check and shall provide the NNSVH with completed checks on all new employees prior to assignment. The contractor may not assign an employee with a criminal record to work under this contract.

### Information Technology

#### NDVS has an IT Professional III assigned to assist the NNSVH with integration of IT with vendor IT department, State System oversight and related Tech activities.

#### For purposes of this solicitation and the resulting contract:

#### "Sensitive Data" means information that is protected against unwarranted disclosure, to include Personally Identifiable Information (PII), Protected Health Information (PHI) or other private/confidential data, as specifically determined by the State. Sensitive Data includes information about an individual that (l) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; (3) falls within the definition of "personal information" under NRS 603.

#### "Relevant subcontractor" includes any subcontractor that assists the contractor in the critical functions of the contract, handles sensitive data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the contractor in the critical functions of the contract, handling sensitive data, and/or assisting with any related implemented system.

#### The contractor, including any relevant subcontractor(s), shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information security such as those listed below, and shall ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of this solicitation and resulting contract.

### Resident files are of a confidential nature. The contractor's employees shall be allowed access to these files only as needed for their duties related to the contract and in accordance with the rules established by NDVS. The contractor shall honor all laws, regulations, policies, and procedures for safeguarding the confidentiality of such data. Files will be maintained in accordance with CMS, USDVA and NDVS records retention policies.

### Information Security Requirements

#### The contractor will comply with the Nevada State Information Security Program Policy.

#### The contractor will comply with all requisite HIPAA security requirements.

### Contingency/Disaster Recovery Plans

#### The contractor and any relevant subcontractor(s) shall have robust contingency and disaster recovery plans in place to ensure that the services provided under a contract will be maintained in the event of disruption to the contractor / subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.

#### The contingency and disaster recovery plans must be designed to ensure that services under a contract are restored after a disruption within 24 hours, and emergency plans in accordance with state and CMS criteria (NNSVH has a 3-day emergency supply of food & medications) in order to avoid unacceptable consequences due to the unavailability of services.

#### The contractor and any relevant subcontractor(s) shall test the contingency/disaster recovery plans at least twice annually to identify any changes that need to be made to the planes) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one annual test shall include backup media restoration and failover/fallback operations.

#### Such contingency and disaster recovery plans shall be available for the department to inspect and to practically test at any reasonable time, and shall be subject to regular updating, revision, and testing throughout the term of any awarded contract.

### Incident Response Requirement

#### The contractor agrees to notify the DDHS/SVHO when any contractor and/or subcontractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.

#### The contractor, within 72 hours of discovery of any data security concern, as provided below, shall submit a report to the DDHS/SVHO. The contractor's report shall identify:

##### The nature of the unauthorized use or disclosure;

##### The sensitive data used or disclosed;

##### Who made the unauthorized use or received the unauthorized disclosure;

##### What the contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure;

##### What corrective action the contractor has taken or shall take to prevent future similar unauthorized use or disclosure; and

##### The contractor shall provide such other information, including a written report, as reasonably requested by the State.

#### The contractor further agrees to notify the DDHS/SVHO immediate or within (2) hours of the discovery of any unintended access or attack.

#### The contractor agrees to notify the DDHS/SVHO immediate or within (2) hours if there is a threat to the contractor and/or subcontractor's systems as it pertains to the use, disclosure, and security of the department's sensitive data.

#### If an unauthorized use or disclosure of any sensitive data occurs, the contractor must provide written notice to the SVHO within two (2) hours after the contractor's discovery of such use or disclosure and, thereafter, all information the State requests concerning such unauthorized use or disclosure.

#### The contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Personal Health Information (PHI) or other event requiring notification. In the event of a breach of any of the contractor's security obligations or other event requiring notification under applicable law, the contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.

#### This section 3.33.9 shall survive expiration or termination of any awarded contract.

## CRITICAL INFORMATION REQUIREMENT (CIR) POLICY

### Certain events, actions, and emergencies need to be reported to the Nevada Department of Veterans Services (NDVS) SVHO and NDVS Deputy Director of Healthcare Services, quickly. Rapid reporting facilitates their ability to take immediate action necessary to make decisions, mitigate problems, and inform state leaders of issues of concern. These information requirements are heretofore referred to as Critical Information Requirements (CIR). This policy identifies requirements of who must report, through what channels, and reporting timelines.

### PROCEDURES:

#### When a Contractor and/or NDVS team member becomes aware of any CIR listed in the table below, the team member will immediately notify their supervisor in person or by telephone, the supervisor in turn, will notify their supervisor and so on until the CIR is transmitted to the SVHO and NDVS Deputy Director of Healthcare Services.

#### If an immediate supervisor is not immediately available to pass this information to in person or by telephone, the team member will contact the next senior supervisor until the CIR is transmitted to the SVHO and NDVS Deputy Director of Healthcare Services.

#### While follow-up reporting should be done in writing via e-mail or memo, the initial report must be accomplished in person or by telephone to ensure the CIR is received.

#### An event, action or emergency may arise that, in the opinion of the team member, rises to the level of a CIR but is not listed in the table below. It is important that all members who think an issue should be reported immediately to their supervisor do so immediately. All CIRs cannot be anticipated; the agency relies on the judgement of every team member to keep the SVHO and NDVS Deputy Director of Healthcare Services informed of critical events.

|  |  |
| --- | --- |
| **CIR** | **REPORTING REQUIREMENT** |
| Serious injury (workplace), suicide ideation, or death of a staff member | Immediate for serious workplace injury, suicide ideation, or death; no later than (NLT) next duty day for lesser workplace injuries |
| Serious public injury that could result in litigation (NDVS site or event) | Immediate for serious injury or death; NLT next duty day for lesser injuries |
| Serious injury or death (not by natural causes) of a NNSVH resident or staff | Immediate |
| Suicide or suicide ideation of NDVS clients or people that contact us | Immediate |
| Event that will cause negative agency media exposure | Immediate |
| Contact by Governor or his/her staff on behalf of the Governor | Immediate |
| Significant damage to NDVS property ($5,000 or more) | NLT Next Duty Day |
| Contact by Federal Congressional Delegates | NLT Next Duty Day |
| Unlawful procurement action | NLT Next Duty Day |
| Defamation or significant damage of property | NLT Next Duty Day |
| Workplace violence | NLT Next Duty Day |
| Contact by any public or private agency that is non-routine and has potential for, or an actual, adverse event | NLT Next Duty Day |
| Serious public complaint | NLT Next Duty Day |

## QUALITY BASED PERFORMANCE STANDARD

### CMS Surveys - A survey receiving a level F finding resulting in a CMS Civil Monetary Penalty (CMP) will result in the appropriate fine, for each finding, and will be the contractors’ financial responsibility to pay.

### An acceptable Plan of Correction (Form CMS-2567) for the cited deficiencies must be submitted in writing to the NV Office of Health Care Quality and Compliance within ten (10) days after receiving the Form CMS 2567. If NNSVH does not achieve substantial compliance within three (3) months after the last day of the survey identifying non-compliance, an additional fine will be deducted on the next monthly invoice and will continue to be deducted each month until NNSVH is in substantial compliance.

### A survey receiving a level G, H, or I, resulting in a CMS Civil Monetary Penalty (CMP) will result in the appropriate fine, for each finding, and will be the contractors’ financial responsibility to pay.

### A survey receiving a level J, K, or L finding will result in the appropriate fine, for each finding, and will be the contractors’ financial responsibility to pay.

### Legal fees and expenses incurred by the contractor to remove fines and penalties are the contractor's sole responsibility and will not be reimbursed by the State.

## LIQUID DAMAGES

### Survey Audit Findings:

#### The expectation is for the facility to attain and maintain an overall CMS five-star quality rating or equivalent CMS program. Any survey or audit finding that results in a tag of substandard care categorized as F through L tags on any survey may result in a 10% reduction in management fee for the month following the audit result and ongoing until the finding is resolved.

### Vacant Positions:

#### Because the level of service is largely dependent upon qualified and capable staff at the levels proposed by the contractor, the prorated salaries (not including fringe benefits) of any position vacant for more than 30 days may be deducted from the contractor’s monthly payment.

### Staffing Levels:

#### Failure by the contractor to take satisfactory corrective action within 30 days, regarding inadequate staffing levels, may be considered grounds for termination of the contract by NDVS. If NDVS determines that staffing levels are inadequate to meet all assessed resident needs, NDVS shall notify the contractor. Contractor shall have 30 days to take appropriate corrective action satisfactory to NDVS. Should contractor fail to take corrective action, satisfactory to DHHS and NDVS, NDVS may deduct from its monthly payment to contractor an amount equal to the payroll expense not incurred by contractor in providing the staffing levels determined necessary by NDVS.

### Reports:

#### All reports listed in Section 2.10.4 shall be submitted to the assigned recipient which may include but not limited to; SVHO and/or the NDVS Deputy Director of Healthcare Services, Executive Officer and/or the NDVS Facility Supervisor within an agreed upon timeframe. If the contractor does not provide this information within this timeframe, it may result in the assessment of liquidated damages by the State of $500 per report.

## COMPLIANCE WITH FEDERAL HIPPA AND STATE CONFIDENTIALITY LAW

### The contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA) 42 U.S.C. § 1320d et seq. and implementing regulations including 45 C.F.R. Parts 160 and 164. This obligation includes:

#### As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and making the transmission of all electronic information compatible with the HIPAA requirements;

#### Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in a contract; and

#### Otherwise providing good information management practices regarding all health information and medical records.

### Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the selected contractor shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form as required by the Department.

### Protected Health Information as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual to the provision of health care to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

## MISCELLANEOUS

### Any provision of the awarded contract which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this contract and continue in full force and effect.

### If any term contained in the awarded contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this contract, and the remaining terms contained herein s continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

### Public Information. Contractor shall not publish any findings based on data obtained from the operation of the facility without the prior written consent of NDVS, whose written consent will not be unreasonably withheld. Contractor shall not publish, distribute, issue and/or release any public announcement or statement, including reports, news articles, or press releases, without first notifying and coordinating such release with NDVS Deputy Director of Healthcare Services or designee.

### No research projects involving residents, other than projects limited to the use of information from records compiled in the ordinary delivery of resident care activities, shall be conducted without the prior written consent of NDVS. The conditions under which the research shall be conducted shall be agreed upon by the contractor and NDVS officials and shall be governed by written guidelines. In every case, the written informed consent of each resident who is a subject of a research project shall be obtained prior to the resident's participation as a subject.

### Modifications and Amendments to a Contract Resulting from RFP. Changes in contractual provisions may be made only in writing and must be approved mutually by contractor and NDVS in collaboration with the Nevada State Budget Office and approval of the Nevada State Board of Examiners.

### Contractor shall maintain regular communications with NDVS and DHHS officials and actively cooperate in all matters pertaining to this RFP and any resulting contract. Contractor shall provide information requested by NDVS regarding the contractor's operation of the facility and provision of services under this agreement in a timely manner.

### Contractor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations that affect an awarded contract. In the event an awarded contract is terminated pursuant to the termination provisions contained herein, contractor's total resident care responsibility shall not terminate until resident care responsibility is transferred.

### All equipment and supplies in the facility will become the property of NDVS upon the termination of the management contract. NDVS will make these items available for use by contractor. During the term of the contract, contractor shall be responsible for repair and/or replacement of all worn out, broken, outdated or unusable equipment/supplies regardless of price and shall return all equipment/supplies to NDVS upon the expiration or termination of the contract in the same condition as received less normal wear and tear. All equipment and supplies purchased by contractor during the term of the contract shall become the property of NDVS upon the expiration or termination of the contract.

### Contractor will be paid monthly for services provided during the preceding month. Monthly payments will be based on the applicable per bed per day rate times the number of occupied bed days for the previous month. The number of occupied bed days shall include the number of bed days reported on the USDVA Form 10-5588 monthly billing report. If there are any adjustments to the number of occupied bed days that require a revised USDVA Form 10-5588 for any previous month, then the same adjustment will be applied to the current month's invoice in which the revised USDVA Form 10-5588 is submitted to the USDVA. All payments will be made upon satisfactory completion of service and submission of invoice.

### Contractor will be responsible for providing NDVS with all information necessary to bill the USDVA monthly and NDVS will remit appropriate funds collected to Contractor. All billing procedures must comply with reporting and audit requirements of CMS, USDVA and NDVS.

### The contractor will not be held responsible for any difference between the actual per diem claimed on USDVA Form 10-5588 and the allowable per diem applicable for said time period as set forth by the USDVA, unless any part of said difference is due directly to the omission of relevant information by the contractor, resulting in a diminished reimbursement from the USDVA. If said information can be utilized to file an amended USDVA Form 10-5588, by which the Department can claim, and receive, any additional per diem subject to USDVA-stipulated maximums, then the contractor will only be held accountable for such amounts as are disallowed by the USDVA based on the fact that the information was not included on the initial USDVA Form 10-5588, and is thereby excluded from any amended 10-5588, or further consideration. It is the intent of NDVS to minimize the cost of operations, rather than to maximize the USDVA per diem reimbursement, so long as quality of care for the residents is not compromised.

### In the event of funding pay backs and penalties imposed by the Department of Veterans Affairs, Medicare/Medicaid, or other third-party payers due to documentation or programmatic deficiencies, an amount equal to the pay back will be deducted from payment(s) to contractor. The contractor will only pay NDVS for those claims that are denied because of documentation or programmatic deficiencies, unless said denial is the direct result of contractor's failure to provide relevant information that permits NDVS to adhere to timely filing requirements.

### Programmatic deficiencies have, as their root cause, an underlying weakness in some part of the contractor's program that is more widespread than simple occasional human error (e.g., failure to develop and implement adequate written procedures that require a written directive, failure to train personnel on the procedures, or failure to follow procedures). Programmatic deficiencies are correctable and pose the risk of additional occurrence if effective corrective action is not taken.

### If the contract resulting from this RFP has expired prior to any payback, the contracting entity shall reimburse NDVS for the payback.

## ADDITIONAL INFORMATION

### In addition to information requested elsewhere in this solicitation, contractor should submit the following information for purposes of evaluation:

#### Cover Letter - Submit a cover letter identifying your interest to include a summary of the contractor's ability to perform the services described herein and a statement that the contractor is willing to perform those services and enter into a contract with the State. The cover letter must state that the contractor will comply with all requirements of the RFP. The cover letter must be signed by a person having the authority to commit the contractor to a contract. Please provide:

##### Contractor's proposed staffing schedule and org chart for the facility listing each job title, number of individuals and salaries.

##### Provide the ratios of CNA/resident, and number of RN’s, LPN’s, and CNA’s you employ historically as a company.

##### Provide a proposed detailed staffing plan for the NNSVH and include ratios of RN’s, LPN’s and CNA’s per resident, shift, and wing.

### Submit job descriptions of no more than one page for each position indicated on the staffing schedule.

### Submit the experience and qualifications of the proposed Facility Administrator, Medical Director, and Director of Nursing.

### A description of contractor's corporate professional support capability, to include the names, titles, backgrounds, locations, specific roles, professional qualifications, and length of time of regional staff proposed to provide support to the facility.

#### Detail the amount of time the team assigned to support our property will spend on planes, trains, and automobiles- traveling not only to and from our facility but to other assigned facilities.

#### Provide a detailed plan for avoiding conflicts between the NNSVH and other facilities owned and/or managed by contractor.

### Describe how the following services will be provided using no more than one page per service:

#### Physician Coverage;

#### Physical Therapy;

#### Speech Therapy;

#### Occupational Therapy;

#### Respiratory Therapy;

#### Behavioral Health Services;

#### Pharmacy Services;

#### Beauty and Barber;

#### Janitorial, Housekeeping Services and Maintenance Services;

#### Volunteer Services;

#### Chaplain Care;

#### Food Service.

### Describe the plans for staff training:

#### Describe the Quality Improvement Program that will be used in the facility. Use no more than three pages.

#### Describe the Infection Control Program that will be used in the facility. Use no more than three pages.

#### Describe the Pressure Ulcer Care and Monitoring Program that will be used in the facility, to include the acquired Pressure Ulcer rate considered acceptable. Use no more than one page.

#### Describe the Falls Prevention Program that will be used in the facility. Use no more than one page.

#### Describe the Residents Rights Program that will be used in the facility. Use no more than one page.

#### Describe Contractor's corporate compliance program.

#### Describe the Financial Record Keeping Plan that will apply to this facility and the financial reports that will be available for inspection by NDVS. Include timeframes. Also included the ability of NDVS to access medical records, supplies records, etc.

#### Describe the Health, Safety and Security Program that will be used in the facility. Use no more than three pages.

#### Describe contractor's plan for the transition of the Home. This plan must include key personnel and clinical positions and include a timeline for contractors start through end of the contract period.

#### Detail the geography being serviced by your company's regions, districts or divisions and provide a list all homes owned and/or operated, include by affiliates, include names and titles of regional team and key staff. Include name, address, number of beds and whether intermediate and/or skilled. NDVS will have the option to visit these facilities during the evaluation process in order to review/inspect contractor's managed facility(s).

#### Submit three unique references, one of which is financial and two of which are from owners for whom contractor manages facilities. If the contractor does not manage any facilities, the two references will be from entities qualified to judge the contractor's operating capabilities.

#### Provide a list of any other management contracts you have secured in the State of Nevada for skilled nursing facilities and describe your experience working with the State regulators and other approving agencies with respect to these facilities.

### This State Veterans Home has been constructed under the “Small House” model of CLC Discovery. The State expects that a contractor would offer experience and insight into the discovery of services through shared workers or other cross-trained persons that optimizes the provision of quality services. In your staffing plan, demonstrate your understanding of this approach and provide experience relative to that model.

#### Detail why your proposed model will be the most effective and how the model addresses the challenges for securing staffing, a problem prevalent in the industry.

### In addition to providing an overall budget, please provide separate detailed budgets for the four state fiscal years the contract would cover.

### Demonstrate how your operational model and budget integrate with Nevada’s two-year budget cycle.

### Explain how your management model integrates with having multiple State employees on the premises. Provide current and past experiences. Outline the pros and cons.

### Describe your process/procedure for serving breakfast, lunch and dinner based on the design of the home and pursuant to USDVA requirements, and intent of meeting CLC model.

### Demonstrate your experience with Medicaid/Medicare, USDVA billing and cost reporting, and Audits. Please provide examples if you have them.

### Explain in detail your experience and process working with State Veterans Departments, the USDVA, CMS, DHHS and other state and local governmental agencies.

#### Describe your understanding related to picking up medical charges that are not covered by USDVA.

### Detail how your management plan will provide fiscal responsibility and ensure keeping the home in the black. Provide detailed examples of the programs and strategies used, and include success rates, and effectiveness.

### Explain your approach/plan related to continuity of care.

### Demonstrate your understanding of CMS, USDVA, DHHS, and other State, licensing procedures, requirements, policies, etc. Provide Nevada specific examples if applicable.

### Detail your experience with audits from CMS, USDVA, and state and local entities. Provide Nevada specific examples if applicable.

### Detail your experience with handling Trust Funds accounts. Provide examples.

### Provide your plan to provide transparency in the operation and management of the Home.

### Provide copies of all operations, policy and procedure manuals Contractor intended to be used in conjunction with this facility.

### Outline the role of telemedicine in your operation plan. Explain why it is a part of the plan. If not applicable, explain why.

### Describe your assessment of the Home’s physical location.

### Provide your definition of success and explain what factors you attribute to your Company’s success.

### Detail your failures/challenges and identify how they have impacted your company. Explain how those experiences will benefit the NNSVH.

### Identify the biggest challenges/hurdles you foresee for your company. Provide solutions for each.

### Detail why contractor’s management and operational model is the best fit to serve the residents of the Northern Nevada State Veterans Home. Provide backup.

### Provide your detailed plan for incorporation of the “restaurant theme” concept for the master dining area.

## QUALIFICATIONS

### Qualification of Contractor

#### To be eligible for award, you must have the capability in all respects to perform fully the RFP requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify.

#### You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide.

### Qualifications – Required Information

#### Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete.

##### The general history and experience of the business in providing work of similar size and scope.

##### Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements.

##### A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ.

##### A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years.

##### A list of every Nevada public body for which supplies or services have been provided at any time during the past three years, if any.

##### List of failed projects, suspensions, debarments, and significant litigation. Include dates, outcomes or reason why still pending resolution.

### Subcontractor - Identification

#### If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled 'Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors.

# ATTACHMENTS

## ATTACHMENTS INCORPORATED BY REFERENCE. To be read and not returned.

### Terms and Conditions for Services

## ATTACHMENTS FOR REVIEW. To be read and not returned (unless redlining).

### Contract Form

### Insurance Schedule

## PROPOSAL ATTACHMENTS. To be completed and returned.

### Cost Schedule

### Proposed Staff Resume

### Reference Questionnaire

### Attachments for Signature

#### Vendor Information Response

#### Vendor Certifications

#### Certification Regarding Lobbying

#### Confidentiality and Certification of Indemnification

# TIMELINE

## QUESTIONS. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in NevadaEPro.

## TIMELINE. The following represents the proposed timeline for this project.

### All times stated are Pacific Time (PT).

### These dates represent a tentative schedule of events.

### The State reserves the right to modify these dates at any time.

#### Mandatory Walk-Through 10:00 am on 04/09/2024

#### Deadline for Questions No later than 5:00 pm on 04/12/2024

#### Answers Posted On or about 04/18/2024

#### Deadline for References No later than 5:00 pm on 04/30/2024

#### Deadline Proposal Submission and Opening No later than 2:00 pm on 05/01/2024

#### Evaluation Period (estimated) 05/01/2024 - 05/08/2024

#### Vendor Presentations (if applicable) (estimated) 05/22/2024

#### Notice of Intent (estimated) On or about 05/22/2024

#### Notice of Award (estimated) On or about 07/09/2024

#### BOE Approval (estimated) 07/09/2024

#### Contract start date (estimated) 08/13/2024

# EVALUATION

## Evaluation and scoring are conducted in accordance with NRS 333.335 and NAC 333.160-333.165.

### Proposals shall be kept confidential until a contract is awarded.

### In the event the solicitation is withdrawn prior to award, proposals remain confidential.

### The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.

### Financial stability shall be scored on a pass/fail basis.

### Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

#### Experience in performance of veteran skilled nursing facilities 25

#### Survey History 20

#### Experience and Availability of Key Personnel 15

#### Departmental summary proposals 15

#### Cost 15

#### Conformance with the terms of the RFP 10

#### Presentation Factor #1 Prompt A 15

#### Presentation Factor #1 Prompt B 15

#### Presentation Factor #2 10

#### Presentation Factor #3 10

#### Presentation Factor #4 10

#### Presentation Factor #5 10

#### Presentation Factor #6 10

#### Presentation Factor #7 10

### Cost proposals will be evaluated based on the following formula.

#### Cost Factor Weight x (Lowest Cost Submitted by a Vendor / Proposer Total Cost) = Cost Score

### Presentations

#### Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.

#### The State, at its option, may limit participation in vendor presentations to vendors above a natural break in the relative scores from technical and cost scores.

#### Following the presentations, the combined technical, cost, and presentation scores will become the final score for a proposal.

#### The State reserves the right to add additional criteria or presentations.

#### The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

### Presentation Factors

#### Factor #1: Recruitment, orientation and retention is a significant challenge in health care today.

##### Prompt A: What are your specific strategies and successes in proper recruitment and selection activities? Detail your plan for sourcing candidates, referral programs and partnerships used in the past to source quality candidates.

##### Prompt B: Staff development and retention efforts are vital in a veteran centric care facility. Detail your plan in implementing a culture that encourages and develops staff at all levels. Detail retention efforts you currently use and include successes and challenges you have had to overcome.

#### Factor #2: In June 2023, Nevada enacted a new law relative to communication devices in resident rooms (AB 202-Resident Camera Use). Detail how you would create a policy to implement this requirement and include your philosophy of government relations.

#### Factor #3: Frequently, family members complain of lack of communication inside a skilled nursing facility for veterans, (i.e Care Conferences, chain of command and activity outings.) How do you develop and sustain an understanding of your business operations while providing thorough family communication?

#### Factor #4: Veterans’ homes have many veteran organization partners and a stronger community interest than a traditional nursing home. Explain how your company accommodates and encourages participation with these community partners and what successes you have had in fostering volunteer programs.

#### Factor #5: The NNSVH believes in providing tools for successful staff attention to individualized care and service. A state-of-the-art communication system was built into the Home with technology-based programming not normally seen in skilled care settings. How do you motivate team members to embrace and use care and service programs they have not experienced before?

#### Factor #6: Financial and operational transparency is important to the State for operations of the Northern Nevada State Veterans Home. Detail how you would provide transparency for financial and operational information, and what steps would you take to ensure the State has all necessary information available?

#### Factor #7: Question and Answer

## INVERSE PREFERENCE

### The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81st session of the Nevada Legislature.

### The amount of the inverse preference is correlated to the amount of preference applied in the other state.

### Vendors who meet this criterion must indicate it on their submitted Quote in NevadaEPro.

### This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

# MANDATORY MINIMUM REQUIREMENTS

## Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Proposal shall include confirmation of compliance with all mandatory minimum requirements.

## FIDUCIARY RSPONSIBILITY. Awarded vendor affirms and understands that it is a fiduciary responsibility to safeguard and maintain resources in the conduct of its performance under this contract. This includes acting in good faith and with due care related to state and resident property.

## NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.

## NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

## INDEMNIFICATION. Required contract terms on Indemnification: "To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State’s right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys’ fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor’s obligation to indemnify the State shall apply in all cases except for claims arising solely from the State’s own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor’s duty to defend begins when the State requests defense of anyclaim arising from this Contract."

## LIMITED LIABILITY. Required contract terms on Limited Liability: "The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor’s tort liability shall not be limited."

## CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

## DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.

## STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.

## NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).

## DISCLOSURE. Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, contracts which ended for any reason prior to their stated original term, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

# CRITICAL ITEMS

## In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposal should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.

## CONTRACT FORM*.* The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.

## INSURANCE SCHEDULE

### The State strongly prefers vendors agree to the terms of the attached *Insurance Schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a red line if necessary.

### Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract.

### Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.

### Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

## VENDOR BACKGROUND

### Company background/history and why vendor is qualified to provide the services described in this solicitation.

### Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public and/or private sector.

## VENDOR STAFF RESUMES

### A resume shall be included for each proposed key personnel, see *Proposed Staff Resume.*

### A resume shall also be included for any proposed key subcontractor personnel.

## SUBCONTRACTORS

### Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.

### Proposal should include a completed *Vendor Information Response* form for each subcontractor.

### Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

### Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.

#### How the work of any subcontractor(s) shall be supervised

#### How channels of communication shall be maintained

#### How compliance with contracts terms and conditions will be assured

#### Previous experience with subcontractor(s)

## VENDOR FINANCIAL INFORMATION

### The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.

### This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.

### Proposing vendor shall provide the following financial information and documentation:

#### Dun and Bradstreet Number

#### Federal Tax Identification Number

#### The last two (2) full years and current year interim:

###### Profit and Loss Statements

###### Balance Statements

## BUSINESS REFERENCES

### The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.

### Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see *Reference Questionnaire*.

### The purpose of these references is to document relevant experience and aid in the evaluation process.

### Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.

### Business references will not be accepted directly from proposing vendor.

### Business references shall not be requested from the soliciting agency.

### The State will not disclose submitted references, but will confirm if a reference has been received.

### The State reserves the right to contact references during evaluation.

# SUBMISSION CHECKLIST

## This section identifies documents that shall be submitted to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.

### Proposals must be submitted as a Quote through NevadaEPro, [https://NevadaEPro.com](https://nevadaepro.com/).

### Vendors are encouraged to submit a single file attachment per proposal section if possible.

### Technical proposal information and Cost proposal information shall not be included in the same attachment.

### Cost proposal attachment shall not be flagged as confidential in NevadaEPro.

### Additional attachments may be included, but are discouraged and should be kept to a minimum.

## TECHNICAL PROPOSAL

#### Title Page

#### Table of Contents

#### Response to Mandatory Minimum Requirements

#### Response to Critical Items

#### Response to Scope of Work

#### Proposed Staff Resumes

#### Other Informational Material

## PROPRIETARY INFORMATION. If necessary. Attachment should be flagged confidential in NevadaEPro.

#### Title Page

#### Table of Contents

#### Trade Secret information, cross referenced to the technical proposal

## COST PROPOSAL

## VENDOR FINANCIAL INFORMATION. Attachment should be flagged confidential in NevadaEPro.

## SIGNED ATTACHMENTS

#### Vendor Information Response

#### Vendor Certifications

#### Confidentiality and Certification of Indemnification

#### Certification Regarding Lobbying

## OTHER ATTACHMENTS. If necessary, not recommended.

## REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.