

**APPLICATION FOR INDIGENT ACCIDENT FUNDS FOR THE COUNTY MEDICAID MATCH PROGRAM FOR LONG TERM CARE (FOR COUNTY EXPENDITURES IN FY17)**

County:   Nye  

**Contact Person**

Name:           Karyn Smith          

Email:          ksmith@co.nye.nv.us         

Phone:           775-751-7096          

**FISCAL INFORMATION**

- 1) In FY16-17 did your county enact the full 9 cent Indigent Tax Levy (not including the 1 cent Supplemental Tax and the 1.5 cent Indigent Accident Tax)? Yes   X   No
  
- 2) Has your county enacted an additional tax that is dedicated to (or primarily used for) providing services to the indigent? If yes, please explain   No tax in addition to the 9 cent, 1 cent, and 1.5 cent tax was assessed in FY17. The 9 cent Indigent Tax Levy is split between Medical Indigent fund 10283 (.0798) and Health Clinic Fund 10285 (.0109). Nye County also assess the mandatory 1 cent and 1.5 cent Indigent Accident tax.
  
- 3) What was the highest overlapping property tax rate in your county in FY16/17?   3.66
  
- 4) In FY16/17 how much revenue did 1 cent of property tax generate?   \$119,623.94
  
- 5) In FY16/17 did your county's General Fund have a fund balance greater than 16.6% or 2 months' worth of expenditures? Yes   X   No
  
- 6) In FY16/17 did the county's auditors note any audit finding pertaining to the county's indigent expenditures? If yes, please submit the audit finding with the application.  
Yes            No   X
  
- 7) In FY16/17 did the State Department of Taxation note any deficiencies in the county's Indigent Fund or Funds budgets? If yes, please submit correspondence from the Department of Taxation.  
Yes            No   X

**HUMAN SERVICES INFORMATION**

*for the following answers, please attach a page(s) with longer responses as needed*

- 8) In FY16/17 did the county budget sufficient funds for the anticipated amount of its indigent medical expenditures, and/or were there unanticipated expenses related to the indigent? Please explain:   Did not budget enough to cover the 50/50 match. Made budget based off previous years and therefore the costs were higher than anticipated. Total unanticipated was \$ 93,222.00.

9) In your county, are there needs pertaining to the indigent population that are not being met?  
\*\*Homelessness – a committee has recently been formed to start addressing this situation.  
\*\*Group Home and Skilled Nursing Facility coverage with guarantee of payment until other forms of coverage have become available for Protected Persons under Nye County Public Guardian.

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10) Are there programs, services, or expenses related to the indigent population in your county that your County Human Services Department or county partners could provide but currently do not due to budget limitations? Please explain and include examples: Jail Diversion Programs, Mental health needs and Senior Homemaker Programs so seniors are able to maintain their independence.

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11) Please attach information on any key demographic indicators from your county that may illustrate need, including: poverty rate, % of children living in poverty, key economic indicators, key health indicators.

12) In FY16/17 list the amount of expenditures and attach documentation of the expenditures for the following:

<b>Indigent Expenditures*</b>	<b>Amount</b>
Medicaid Match for Long-Term Care <i>(paid to State**)</i>	\$ 525,385.25
County Long-Term Care	\$ -0-
Child Developmental Services <i>(paid to State)</i>	\$ 7,025.89
Inmate Medical	\$ 100,709.97
Indigent Burial and Cremation	\$ -0- Indigent 7,861.73 – Abandoned Body
Prescription Drugs <i>(non-hospital)</i>	\$ 49,140.11
Direct County Administrative Costs*** <i>(include documentation)</i>	\$ 92,826.73
Homeless Programs	\$ -0-
Community Health Nurses (if direct expenses related to indigent services can be calculated)	\$ -0-
Indigent Guardianship	\$ -0-
Other (please provide explanation)	\$ 1,646.70
<b>Total</b>	<b>\$ 784,596.38</b>

*\*qualifying expenses cannot include those paid with grants and/or federal funds*

*\*\* make sure to include any dollars deducted from your assessment due to awards from this grant process*

*\*\*\* please do not include indirect costs (e.g.: utilities, rents, office supplies, or benefits or portions of salaries for employees not providing services directly to or related to indigent populations).*

13) Is there any additional information you would like to provide?

\*\*County Long-term Care is zero because we had none for fiscal year 16-17.

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\*\*Prescription Drugs (non-hospital) amount covers what was expended for Inmate Prescriptions.  
\*\*\$1,646.70 is total of quarterly monies paid to Consolidated Agencies of Human Services for to assist  
with transportation costs to deliver USDA Food Commodities Distribution in Gabbs, Lone, and Yomba  
Reservation.

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Please include the following documents with your application:

- FY16/17 State Budget Document and any correspondence from the Department of Taxation notifying the County of budget deficiencies in the Indigent Accident Fund or Funds.
- FY16/17 Audited Financial Statements and any audit findings pertaining to your county's Indigent Fund or Funds, including certified/verified amount of revenues received from the indigent property tax levies.
- FY16/17 detailed summaries of expenditures for each of the costs listed in question 12 above.

Please submit this application by November 15, 2018 to:

[aevans@nvnaco.org](mailto:aevans@nvnaco.org)

I certify the information provided in this application is true and correct. I understand that the amount that may be granted to any county is equal to or less than the counties assessment for the non-federal match for long term care.

Karyn M. Smith  
Printed Name

11-14-18  
Date

Karyn M. Smith  
Signature

**APPLICATION FOR INDIGENT ACCIDENT FUNDS FOR THE COUNTY MEDICAID MATCH PROGRAM FOR LONG TERM CARE (FOR COUNTY EXPENDITURES IN FY17)**

County: PERSHING

**Contact Person**

Name: Lacey Donaldson

Email: ldonaldson@pershingcounty.net

Phone: 775-273-2208

**FISCAL INFORMATION**

- 1) In FY16-17 did your county enact the full 9 cent Indigent Tax Levy (not including the 1 cent Supplemental Tax and the 1.5 cent Indigent Accident Tax)? Yes \_\_\_\_\_ No X
- 2) Has your county enacted an additional tax that is dedicated to (or primarily used for) providing services to the indigent? If yes, please explain NO
- 3) What was the highest overlapping property tax rate in your county in FY16/17? 3.6592 lmlay
- 4) In FY16/17 how much revenue did 1 cent of property tax generate? \$292,253.00 total revenue medical indigent.
- 5) In FY16/17 did your county's General Fund have a fund balance greater than 16.6% or 2 months' worth of expenditures? Yes x No \_\_\_\_\_ Total G/F Expenditures \$4,680,266.00
- 6) In FY16/17 did the county's auditors note any audit finding pertaining to the county's indigent expenditures? If yes, please submit the audit finding with the application.  
Yes \_\_\_\_\_ No x
- 7) In FY16/17 did the State Department of Taxation note any deficiencies in the county's Indigent Fund or Funds budgets? If yes, please submit correspondence from the Department of Taxation.  
Yes \_\_\_\_\_ No x

**HUMAN SERVICES INFORMATION**

*for the following answers, please attach a page(s) with longer responses as needed*

- 8) In FY16/17 did the county budget sufficient funds for the anticipated amount of its indigent medical expenditures, and/or were there unanticipated expenses related to the indigent? Please explain: Yes No
- 9) In your county, are there needs pertaining to the indigent population that are not being met? Yes, no Greyhound service and limited food service.

- 10) Are there programs, services, or expenses related to the indigent population in your county that your County Human Services Department or county partners could provide but currently do not due to budget limitations? Please explain and include examples: No
- 11) Please attach information on any key demographic indicators from your county that may illustrate need, including: poverty rate, % of children living in poverty, key economic indicators, key health indicators.
- 12) In FY16/17 list the amount of expenditures and attach documentation of the expenditures for the following:

Indigent Expenditures*	Amount
Medicaid Match for Long-Term Care ( <i>paid to State**</i> ) 300%	\$ 155,892.42
County Long-Term Care	\$
Child Developmental Services ( <i>paid to State</i> )	\$
Inmate Medical	\$ 18,015.16
Indigent Burial and Cremation	\$ 5,114.20
Prescription Drugs ( <i>non-hospital</i> )	\$
Direct County Administrative Costs*** ( <i>include documentation</i> )	\$
Homeless Programs	\$
Community Health Nurses (if direct expenses related to indigent services can be calculated)	\$
Indigent Guardianship Hospital Indigent / County Physician	\$ 25,117.25 / 1,350.00
Other (please provide explanation) Remit to other Governments	\$ 52,078.05
<b>Total</b>	<b>\$ 257,567.08</b>

\*qualifying expenses cannot include those paid with grants and/or federal funds

\*\* make sure to include any dollars deducted from your assessment due to awards from this grant process

\*\*\* please do not include indirect costs (e.g.: utilities, rents, office supplies, or benefits or portions of salaries for employees not providing services directly to or related to indigent populations).

- 13) Is there any additional information you would like to provide? No

Please include the following documents with your application:

- FY16/17 State Budget Document and any correspondence from the Department of Taxation notifying the County of budget deficiencies in the Indigent Accident Fund or Funds.
- FY16/17 Audited Financial Statements and any audit findings pertaining to your county's Indigent Fund or Funds, including certified/verified amount of revenues received from the indigent property tax levies.
- FY16/17 detailed summaries of expenditures for each of the costs listed in question 12 above.

Please submit this application by November 15, 2018 to:  
[aevans@nvnaco.org](mailto:aevans@nvnaco.org)

I certify the information provided in this application is true and correct. I understand that the amount that may be granted to any county is equal to or less than the counties assessment for the non-federal match for long term care.

Lacey Donaldson  
Printed Name

10/29/18  
Date

  
Signature

The following links and/or pages are support for agenda  
Item 6

# INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada  
Acting By and Through Its

Department of Health and Human Services  
Director's Office  
4126 Technology Way, Suite 100  
Carson City NV 89706  
Phone: (775) 684-4000 Fax: (775) 684-4010

and

The Board of Trustees of the Fund for Hospital Care to Indigent Persons  
4126 Technology Way, Suite 100  
Carson City NV 89706  
Phone: (775) 684-4000 Fax: (775) 684-4010

and

Nevada Association of Counties  
304 South Minnesota Street  
Carson City NV 89706  
Phone: (775) 883-7863 Fax: (775) 887-2057

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

WHEREAS, it is deemed that the services of Nevada Association of Counties hereinafter set forth are both necessary to Department of Health and Human Services Director's Office and the Board of Trustees of the Fund for Hospital Care to Indigent Persons and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective upon approval to June 30, 2021, unless sooner terminated by either party as set forth in this Contract.



4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

7. CONSIDERATION. Nevada Association of Counties agrees to provide the services set forth in paragraph (6) at a cost of \$70,000.00 per year with the total Contract or installments payable: Annual lump sum payment of \$70,000.00 upon receipt of invoice at the beginning of each state fiscal year, not exceeding \$140,000.00. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

- a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended

when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150 per hour.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.



## ATTACHMENT A

### Scope of Work

The Nevada Association of Counties (NACO) shall provide the Board of Trustees (Board) of the Fund for Hospital Care to Indigent Persons (Fund) (NRS 428.125) with the following services:

1. To provide technical staff assistance to the Board in the review and verification of hospital applications for reimbursement by the Fund of health care costs provided to indigent persons who have sustained injuries in motor vehicle accidents in Nevada. Such technical staff assistance shall review hospital applications as to completeness, accuracy, and compliance with rules, regulations, and forms approved by the Board.
2. To provide for an independent mechanism for review of hospital care provided to persons eligible for Fund assistance which will include:
  - a. Conducting an admission and utilization review on concurrent or retrospective basis on all eligible persons as notified by the Board;
  - b. Providing the Board with a certification of medically necessary days of stay and hospital services by the hospital providing care;
  - c. Providing a reconsideration mechanism for the patient, attending physician, or participating hospital if the independent determination of medical necessity results in a denial or reduction of benefits; and
  - d. Providing the Board with its case records and staff in the event of a dispute over benefits denied or reduced by the Board acting upon the independent consultant's determination.
3. To maintain a system of records for the Board and to advise the Board of all pending applications, amounts requested for reimbursement, claims paid and cash balances of the Fund.
4. To design and conduct programs of information and training for county units of government and hospitals which will familiarize each with the rules, regulations, and forms that must be adhered to for reimbursement of health care costs of indigent persons injured in motor vehicle accidents.
5. To assist the Board in the preparation of research of other informational reports regarding the efficient and effective operation of the Fund.
6. Work with stakeholders to review prior year funding and funding available for the upcoming year in preparation for a funding recommendation to the Board that will meet and approve funding to maximize the non-federal share of the Medicaid supplemental payment program.