

Exhibit A
Scope of Work

1. Service Overview

Long-Term Care Consultants, LLC agrees to provide the services described herein for the project entitled "SNFClinic" which is an electronic learning management system (ELMS). SNFClinic provides long-term care facilities with comprehensive and accurate online tools for clinicians to ensure that facilities are providing high quality care to their residents.

SNFClinic is centered around the requirements of 42 CFR 483.5 and 483.10 which require patient-centered care and enumerates the right of every long-term care facility resident to a dignified existence, self-determination, and communication with and access to persons and services inside and outside the facility.

2. Service Location

The SNFClinic platform is web-based and therefore all services will be provided remotely (*i.e.* online) at various facility locations within the State of California.

3. Service Hours

SNFClinic will be available to and operational for facility staff 24 hours per day, seven days per week.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health Carly Carroll, AGPA Telephone: (916) 397-3270 Fax: N/A E-mail: Carly.Carroll@cdph.ca.gov	Pilgrim Place in Claremont Contract Manager: Benjamin Meeker Telephone: (949) 940-6929 Fax: (760) 820-9040 E-mail: blm@blmeekerlaw.com
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B. Direct all inquiries to:

California Department of Public Health Fiscal Services and Revenue Collections Unit Attention: Carly Carroll 1616 Capitol Avenue, MS 3202 Sacramento, CA 95814 Telephone: (916) 397-3270 Fax: N/A E-mail: Carly.Carroll@cdph.ca.gov	Pilgrim Place in Claremont Attention: Andre Hurst Long-Term Care Consultants, LLC 2131 Palomar Airport Road, Suite 219 Carlsbad, CA 92011 Telephone: (760) 889-6074 Fax: (760) 820-9040 E-mail: ahurst@snfclinic.com
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C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Contractor: Long-Term Care Consultants, LLC
Attention: Robert Pumphrey, CPA
Address: 3637 Medina Road, Suite 95LL Medina, OH 44256
Telephone: 330-952-2600
Email: bpumphrey@snfclinic.com

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

Goal 1: Onboard 25 California Facilities

1. Tasks:

- a. Long-Term Care Consultants (LTCC) will provide access to the SNFClinic program to 25 facilities according to the following schedule:

Month 1: Drier's Nursing Care Center; Gateway Post Acute

Month 2: Jurupa Hills Post Acute; Rialto Post Acute Center

Month 3: Fireside Health Care Center; Palazzo Post Acute

Month 4: Valley House Rehab Center; River Valley Care Center;
Riviera Healthcare Center

Month 5: Pico Rivera Healthcare; Redwood Springs Healthcare Center;
Colonial Care Center; Granada Rehabilitation and Wellness Center

Month 6: Piner's Nursing Home; Country Villa Plaza;

Windsor Convalescent Center of North Long Beach; Knolls West Post
Acute

Month 7: Lakeview Terrace; Manning Gardens Care Center; Blythe Post Acute
Mayers Memorial Hospital District Skilled Nursing Facility;

Month 8: Brighton Care Center; The Bradley Gardens; Windsor Redding Care
Center

Vineyard Post Acute

The facilities listed may be subject to change. The onboarding dates are projections based on facility readiness and availability. If a facility is not ready to begin onboarding in the projected month, the LTCC will rearrange the schedule to accommodate the facilities. If a facility is no longer able to participate in the SNFClinic project, the LTCC will replace the facility with an able and available facility.

If a facility is no longer able to participate in the SNFClinic project, the LTCC will provide the CDPH Project Contract Manager (PCM) with the new facility information and letter of interest prior to the onboarding of the new facility.

- b. LTCC will train facility administrators on how to operate SNFClinic and how to customize the system for their facility. LTCC's onboarding specialists will assist facilities with questions and troubleshooting.

2. Timeline: October 2020 – May 2021.

Onboarding of 25 facilities will take place over the first 8 months from the beginning of the project. Each facility will have 29 months total access to SNFClinic.

3. Deliverables/Performance Measures:

- a. LTCC will develop and submit quarterly reports to the CDPH PCM discussing each facility's onboarding progress.

Goal 2: Measure Resident Satisfaction

1. Tasks:

- a. LTCC will administer a Nursing Home Survey – Long-Stay Resident Instrument at annual intervals to measure resident satisfaction and person-centered care.

2. Timeline: October 2021, October 2022, September 2023.

LTCC will survey facilities at the 12 to 24-month marks to measure any improvements in resident satisfaction. LTCC will survey facilities prior to the 36-month mark in order to include comprehensive data in the final report.

3. Deliverables:

- a. LTCC will develop and submit quarterly reports to the CDPH Project Contract Manager (PCM) discussing improvements in resident satisfaction.

Goal 3: Measure Clinical Outcomes

1. Tasks:

- a. Concurrent with the onboarding of each facility and throughout the duration of the project, the LTCC will gather and compile CMS quality measure data for each facility to measure any improvements in quality, person-centered care. Specifically, the following categories will be measured: (1) increase in resident satisfaction and person-centered care; (2) reduction in survey deficiencies; (3) improvement in scope and severity tags; and (4) improvement in compliance.
2. Timeline: LTCC will collect CMS quality measure data on an ongoing basis from October 2020 to September 2023. LTCC will provide assessments of the CMS quality measure data on a quarterly basis to the CDPH.
3. Deliverables:
 - a. LTCC will develop and submit quarterly reports to the CDPH Project Contract Manager (PCM) discussing CMS quality measure data.

6. Results Measurement

A. Quarterly Reports Requirement

1. Quarterly and final reports shall be submitted to the assigned CDPH Program Contract Manager (PCM) 30 days after completion of each quarter, unless otherwise specified. A final report shall be cumulative and shall be due by the last day of the expiration of the contract period, unless other arrangements have been authorized. Progress report due dates are as follows:

<u>PROGRESS REPORT</u>	<u>PERIOD</u>	<u>DUE DATE</u>
First	10/01/20 - 12/31/20	01/31/21
Second	01/01/21 - 03/30/21	04/30/21
Third	04/01/21 - 06/30/21	07/31/21
Fourth	07/01/21 - 09/30/21	10/31/21
Fifth	10/01/21 - 12/31/21	01/31/22
Sixth	01/01/22 - 03/30/22	04/30/22
Seventh	04/01/22 - 06/30/22	07/31/22
Eighth	07/01/22 - 09/30/22	10/31/22
Ninth	10/01/22 - 12/31/22	01/31/23
Tenth	01/01/23 - 03/30/23	04/30/23
Eleventh	04/01/23 - 06/30/23	07/31/23
Final Report	07/01/23 - 09/30/23	09/30/23

2. The content of these reports shall include, but not be limited to, progress accomplished on contract objectives; progress on activity schedules; major problems encountered and proposed solutions to those problems; issues requiring project coordinator consultation; and data on research services.

3. The final report shall additionally include a final project summary discussing the outcomes of the project, including data and metrics to support the discussion.

B. Monthly Meetings Requirement

1. Monthly face-to-face meetings or teleconference to monitor operations and discuss programmatic challenges.