



**Application Instructions:**

To apply for funding through the **Behavioral Health Training for HCBS Direct Care Workers Program**, please complete this Subaward Agreement Application below.

Applicants must sign this Application to confirm Applicant’s information is correct and that the Applicant agrees to comply with terms and conditions of the Agreement. The signed Subaward Agreement Application should be returned to the Executive Office of Health and Human Services (EOHHS) by emailing it to [OHHS.LTSSResiliency@ohhs.ri.gov](mailto:OHHS.LTSSResiliency@ohhs.ri.gov) with “Application for Behavioral Health Training for HCBS Direct Care Workers Program” and Applicant name in the subject line.

**SUBAWARD AGREEMENT**

This **SUBAWARD AGREEMENT** (Agreement) is entered into as of the date last signed below (“Effective Date”), by and between the State of Rhode Island acting by and through its Executive Office of Health and Human Services located at 3 West Road, Cranston, RI 02920 (“State Agency”), and [ENTER ENTITY NAME], an entity authorized to do business in Rhode Island with its principal place of business located at [ENTER ENTITY ADDRESS] (“Provider”). State Agency and Provider are individually referred to herein as a “Party” and are collectively referred to herein as the “Parties”.

**SUBAWARD IDENTIFICATION INFORMATION**

<b>State Agency Contacts</b>	<b>Programmatic</b>	<b>Fiscal</b>
<i>Contact Name</i>	Rick Brooks	Kayleigh Fischer
<i>Contact Email</i>	rick.brooks@ohhs.ri.gov	Kayleigh.Fischer@ohhs.ri.gov

<b>Provider Contacts</b>	<b>Business Contact</b>
<i>Contact Name</i>	[ENTER]
<i>Contact Phone</i>	[ENTER]
<i>Contact Email</i>	[ENTER]

<i>Provider DUNS</i>	[ENTER]		
<i>Subaward Identification Number</i>		[state to fill in after application submission]	
<i>Subaward Start Date</i>	August 31, 2020	<i>Subaward End Date</i>	December 30, 2020

<b>Project Description</b> The <b>Behavioral Health Training for HCBS Direct Care Workers Program</b> is established to increase the capacity and immediate availability of home and community-based services; to respond to the behavioral health needs of patients and clients that have resulted from and been exacerbated by the COVID-19 pandemic; and to support and stabilize the home and community-based direct care workforce.			
<b>Amount Obligated this Action (“Award”)- Complete according to instructions at right</b>			
<b>Total Amount Obligated to Provider</b>	[ENTER]	Enter the amount equal to the number of workers enrolled in training multiplied by \$578.50 as per Attachment A worksheet.	
<b>FEIN/Tax ID Number</b>	[ENTER]		
<b>Medicaid ID Number</b>	[ENTER]		
<b>RI State Vender Number</b>	[ENTER]		
<b>National Provider ID Number</b>	[ENTER]		
<b>Bank Name</b>	[ENTER]		
<b>Bank Account Type</b>	[ENTER]		
<b>Bank Account Number</b>	[ENTER]		
<b>Bank Routing Number</b>	[ENTER]		
<b>Indirect Rate</b>	Not applicable	<b>Match/Cost Share</b>	Not applicable
<b>Federal Awarding Agency</b>	U.S. Department of Treasury	<b>Federal Award Identification Number</b>	Not applicable
<b>Federal Award Date</b>	Not applicable	<b>Total Federal Award Amount</b>	\$1,250,000,000
<b>Indirect Rate</b>	Not applicable		
<b>R&amp;D</b>	No	<b>CFDA Number</b>	21.019
<b>Project Description</b>	Coronavirus Relief Fund (“CRF”) for necessary expenditures incurred due to the public health emergency with respect to COVID-19		

By submitting this Application for the **Behavioral Health Training for HCBS Direct Care Workers Program**, I acknowledge that I am authorized to submit this request on behalf of the Provider and that all of the information provided is accurate to the best of my knowledge and ability. Provider acknowledges that the State of Rhode Island is relying upon the information as submitted in order to determine whether to issue a **Behavioral Health Training for HCBS Direct Care Workers Program** payment. Therefore, if Provider becomes aware of any inaccuracies in the information provided, Provider will immediately notify the State of Rhode Island through email at [OHHS.LTSSResiliency@ohhs.ri.gov](mailto:OHHS.LTSSResiliency@ohhs.ri.gov) . Provider acknowledges that any deliberate omission, misrepresentation, or falsification of any information may be punishable by criminal, civil or administrative penalties. Provider acknowledges that if this Application is accepted by the State, the signatory is authorized to enter into this **Behavioral Health Training for HCBS Direct Care Workers Program, Financial Agreement and Attestation** (“Agreement”) with the State on behalf of the Provider, the terms and conditions of which are detailed herein.

In submitting this Application for a **Behavioral Health Training for HCBS Direct Care Workers Program** subaward the Provider certifies, represents, acknowledges and agrees to the following:

## **ARTICLE 1: PROGRAM SPECIFIC TERMS & CONDITIONS**

1. Provider Application. Provider certifies, represents, and warrants that all information provided as part of this Application for the Program, and all attachments and documents provided with the Application, as well as all information and reports relating to the Program that Provider provides in the future are true, accurate and complete, to the best of its knowledge. Provider acknowledges that any deliberate omission, misrepresentation, or falsification of any information may be punishable by criminal, civil, or administrative penalties.
2. Eligible Uses Provider certifies that it will comply with all conditions as outlined below in Article 2 of this document.
3. Program Reporting. Provider certifies that it will comply with all conditions outlined in Article 4 of this document.
4. Conditions of Funding (e.g. actions the Provider must take as a condition of receiving funds). Provider certifies that it will comply with all conditions as outlined below in this document.
5. No Supplanting. Provider certifies that it will not use the Award to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse. The Provider as a subaward recipient is required to meet reporting requirements outlined in Section 15011 of the CARES Act and any subsequent reporting requirements or guidance provided by the federal government.
6. The Provider's financial management system must provide the following:
  - a. **Identification of Federal Awards.** Identification of all federal awards and subawards received and expended. Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number (FAIN) and year, name of the Federal agency, and name of the pass-through entity such as EOHHS.
  - b. **Financial Reporting.** Accurate, current, and complete financial reporting for each federal award, subaward or program.
  - c. **Source of Funds.** Records must identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards and subaward, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
  - d. **Internal Control.** Provider must ensure effective control over, and accountability for, all funds, property, and other assets. Provider must safeguard these assets and ensure they are used only for authorized purposes.
7. The Provider certifies that it will not use the subaward to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse.

8. The Provider certifies that it will not use proceeds of the subaward to reimburse or in any way financially compensate its ownership and/or management of the Service Advisor or Fiscal Intermediary through payment or distribution of subaward funds to executives, managers or owners.

## **ARTICLE 2: ELIGIBLE USES OF FUNDS**

1. Applicants must complete and submit Attachment A with this Application to indicate their understanding and commitment to the terms of the Behavioral Health Training for HCBS Direct Care Workers Program. Funds received through this Program must be used in a manner consistent with the terms of the Program.
2. Funding shall be used for the following purposes, as described in the Program Guidance and Attachment A:
  - a. Each Provider will be provided with payroll supports of \$500 per employee to be paid as compensation to each employee who successfully completes the thirty (30) hour RI College Behavioral Health Certificate training program.
  - b. Each Provider will be provided an additional 15.7% of the above payroll supports to cover associated payroll costs and other direct administrative expenses such as recruitment, funds distribution, and reporting of payment and outcomes related to the Behavioral Health Certificate Training program. Attachment A shall include the name, job title, and social security number of all employees who enroll in the thirty (30) hour RI College Behavioral Health Training Program.
3. Applicants will have until December 30, 2020 to distribute payments to eligible employees and document how such funds have been distributed. If funds have not been distributed to direct care workers in a manner consistent with the terms of this Application by December 30, 2020, any unexpended funds shall be returned to the State.
4. Upon the disbursement of funds, the Provider shall keep detailed and complete financial records demonstrating that Award funds received through this Program are spent in accordance with CARES Act requirements.
5. Award recipients of these funds shall be subject to a full financial and/or compliance audit. If after an audit the Award recipient is found to have used funds for ineligible expenses, the Award recipient shall be considered in violation of the Award Agreement and the State may initiate recoupment of all or a portion of the Grant Award.

## **ARTICLE 3: ADDITIONAL ATTESTATIONS**

1. The Provider attests that they are a Rhode Island corporation and/or a legal entity authorized to do business with the State of Rhode Island.
2. The Provider attests that they are:
  - o Not on the federal do not pay list,
  - o Are current on all State tax or other liabilities,
  - o Do not have any pending legal actions with State.
3. Provider agrees to use this funding in accordance with the terms listed in this application and related Program Guidance.

4. Provider commits to the intention to build behavioral health capacity within its direct care workforce.
5. Provider agrees to assist efforts by EOHHS and/or RI College to evaluate the BH Training course and its impact value to workers, consumers, and the Provider.

#### **ARTICLE 4: REQUIRED REPORTING**

1. Provider must submit to EOHHS the information requested in Attachment A with this Application.
2. Provider must submit to EOHHS a Final Report by December 30, 2020, including the names, job titles and social security number of all employees who complete the RI College Behavioral Health Training Program.
3. Applicants will be required to report to EOHHS at the end of the grant period on the distribution of funds and their methods of tracking payments.
4. Provider will email deliverables to [OHHS.LTSSResiliency@ohhs.ri.gov](mailto:OHHS.LTSSResiliency@ohhs.ri.gov). The subject of this email must follow this format: [Facility Name]: Deliverables. If Provider fails to submit the deliverables by the deadline, Provider will be considered in violation of the agreement at which point RI EOHHS may begin the process of recouping all or a portion of the funds awarded by reducing future a payment to the facility. The State will determine if the full award or a portion of the award must be recouped based on the State's assessment of the unique circumstances of each violation of the agreement.

#### **ARTICLE 5: GENERAL TERMS & CONDITIONS**

1. Providers whose applications are approved and funded may receive an IRS Form 1099 at tax year end.
2. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island State government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of State employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in State licensing and regulation.
3. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040).
4. Provider must provide notification to EOHHS within thirty (30) days of any potential changes that may impact performance or represent material modifications to the Provider in relation to the Application and associated approval for participation in the program (e.g. change in ownership; change in legal or financial status such as but not limited to changes due to a merger, acquisition, or any other change in legal status; change in facility “standing” with RIDOH, Medicaid or Medicare; or other material

change). Upon notice and with reasonable opportunity for the Provider to address identified deficiencies, EOHHS reserves the right to suspend or terminate facility participation in the program.

5. Provider shall not assign or transfer any right, interest, or obligation under this program to any successor entity or other entity without the prior written consent of EOHHS.
6. EOHHS reserves the right to decide at any time not to move forward with this program, modify, or terminate the program if it is determined that it is not achieving the established principles and goals.
7. Governing Law. The construction and effect of this Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island, without reference to its principles of conflict of laws, except where the federal supremacy clause requires otherwise. Any suit, action or proceeding brought in connection with this Agreement shall be brought solely in the Providence Superior Court, Providence, Rhode Island. The Parties irrevocably submit to the exclusive jurisdiction of said court and all courts of appeal from which an appeal may be taken from such court, waive any objection to the exclusive venue of said court and any claim that such suit, action or proceeding has been brought in an inconvenient forum. Nothing contained in this section shall be construed to waive any State immunity to suit or liability.
8. Changes to This Agreement. Any changes to this Agreement may only be made pursuant to a written amendment signed by both Parties.
9. Suspension. EOHHS may suspend this Agreement, in whole or in part, if the Provider fails to comply with any terms and conditions of this Agreement.
10. Public Records. All records possessed by EOHHS in connection with this Agreement are subject to the Rhode Island Access to Public Records Act (“APRA”), R.I. Gen. Law § 38-2-1, *et seq.* In no event shall State Agency be liable to Provider for releasing to the public any records relating to this Agreement that State Agency determines may or must be released in accordance with APRA.
11. Whistleblower Protection. An employee of a Subrecipient, contractor, subcontractor, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, a gross waste of Federal funds, an abuse of authority relating to a Federal award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to this Agreement.
12. Federal Funding.
  - a. This Agreement is contingent upon and subject to the availability of Federal funds for the purposes outlined in this Agreement. EOHHS may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if funds for this Agreement have not been appropriated or otherwise made available to EOHHS by the Federal funding source or if the Federal funding source issues guidance indicating that the award of funds under this Agreement is disallowed. EOHHS shall provide

notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any termination pursuant to this Section will be effective upon the date of the written notice provided to Provider unless otherwise indicated.

- b. Provider acknowledges and understands that the funding is subject to the requirements of the U.S. Department of Treasury. EOHHS is relying on guidance issued by U.S. Department of Treasury (“Treasury Guidance”), including future guidance that may issue after the date of this Agreement. If EOHHS, in its sole and reasonable determination, determines that any Treasury Guidance indicates that any funding awarded under this Agreement, or any use of such funding, are an impermissible use of CRF funding, EOHHS may seek further clarification from the U.S. Department of Treasury and/or will work in good faith with Provider to modify this Agreement to conform this Agreement to the guidance, to the extent feasible. In the event of a disallowance, EOHHS may require the Provider to repay to EOHHS an amount of money equal to the amount provided under this Agreement that corresponds to the disallowed use.
  - c. Provider agrees to comply with all federal reporting requirements that may be specified by the U.S. Department of the Treasury.
13. Prohibited Uses. Funds provided pursuant to this Award must adhere to the Treasury Guidance issued or to be issued on what constitutes a necessary expenditure under Section 5001 of the CARES Act and the terms herein. Provider agrees to promptly repay any funds that were used for unauthorized purposes or inappropriate expenditures to EOHHS not later than ten (10) days after a written request from EOHHS or its designated agent if EOHHS determines that any portion of this Award was expended for purposes other than those authorized under this Agreement. If the Provider does not repay such funds upon request, EOHHS may recoup such funds as soon as possible from any current or future payments of EOHHS to the Provider under any program administered by EOHHS and may take any other actions that it deems necessary to recovery such funds.
  14. Audit. Provider acknowledges that this Award is subject to audit, agrees to cooperate fully with any audits, and that any funds not spent in accordance with this Agreement or Treasury Guidance are subject to recovery and recoupment.
  15. Segregation of Funds. Provider agrees that it shall segregate obligations and expenditures of this Award from other funding it receives from the State, federal and/or other sources. Provider agrees that no part of funds made available under this Award may be commingled with any other funds or used for a purpose other than that of making payments in support of projects and activities expressly authorized in this Agreement.
  16. Applicable Law and Regulations. Provider acknowledges and agrees to be bound by all applicable State laws, regulations and requirements pertaining to the award of funds, and the applicable portions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations, including 2 C.F.R. §§ 200.303 Internal controls,

200.330-332 Subrecipient Monitoring and Management.

17. Indemnification. Provider shall indemnify, defend and hold the State of Rhode Island, its Executive Offices, agencies, branches and its officers, directors, agents or employees harmless against claims, demands, suits for judgements, losses or reasonable expenses (including attorney's fees) incurred by the State of Rhode Island, arising from the performance of this Agreement by the Provider or its agents or employees.
18. Debarment and Suspension. By signing this Agreement, the duly authorized individual for the Provider certifies that neither the Provider nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federal assistance programs and activities including subawards, in accordance with 42 CFR part 180. Provider is required to notify EOHHS of any changes to the status certified in this section.
19. Mandatory Disclosures. Provider must disclose, within three (3) business days, in writing to EOHHS all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in the imposition of any of the remedies described in 42 CFR 200.338.
20. Workers' Compensation. Provider certifies that it is in compliance with the laws relating to workers' compensation and insurance coverage. Provider's employees and agents shall not be considered employees of the State of Rhode Island. Any claims that may arise on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State of Rhode Island's obligation or responsibility.
21. Record Retention and Access. Provider shall maintain all financial records, supporting documents, statistical records, and other records pertinent to this Agreement for a period of five (5) years from the date of this Agreement, or for the minimum amount of time required by federal or state law governing record retention, whichever period is greater ("Retention Period").
  - a. The U.S. Treasury and its Inspector General, the Pandemic Response Accountability Committee, any other federal agencies with jurisdiction over the subject matter of this Agreement, the Office of Internal Audit within the Rhode Island Department of Administration, and the State Auditor General shall have the right to access any documents, papers or other records of Provider which may be related to this Agreement in order to make audits, examinations, excerpts and transcripts. The right also includes timely and reasonable access to Provider staff for the purpose of interview and discussion related to such documents.
  - b. In addition to the foregoing, the following specific retention guidelines apply:
    - i. *Litigation*. If any litigation, claim or audit is started before the expiration of the Retention Period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action is taken.



- ii. *Written Notification.* State Agency notifies Provider of an extension of the Retention Period.
  - iii. *Records for Real Property.* Provider is required to retain property records for three (3) years after final disposition.
  - iv. *Program Income Transactions after Period of Performance.* When required, the retention period for the program income records starts at the end of the Provider's fiscal year in which the program income is earned.
- 22. FFATA Requirements. Provider agrees to provide EOHHS the information required for Federal Funding Accountability and Transparency Act reporting including executive compensation information, where applicable.
- 23. Notice of Changes. Provider shall notify EOHHS in writing if there is a change in Provider's legal status, Federal employer identification number (FEIN), valid unique entity identifier (DUNS number), entity name or address within thirty (30) days of any change.
- 24. Lobbying. Provider shall not use funds received under this Agreement to lobby federal, state or local officials or their staff to receive additional funding, to influence legislation or regulation, or on any other matter.
- 25. Conflicts of Interest. Provider must maintain written standards of conduct, including a conflict of interest policy. Provider shall notify EOHHS of any and all conflicts of interest, as defined under the Rhode Island Ethics Code and its implementing regulations, between the Provider and a State employee or a State official which Provider is aware of or should be aware of.
- 26. Litigation, Investigations. In the event Provider becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material relationship to this Agreement, Provider shall notify EOHHS, in writing, within five (5) business days of when it determined, or should have determined, that such litigation, investigation or transaction may reasonably be considered to have a material relationship to this Agreement.
- 27. Audits & Financial Statement Review. Provider shall be subject to the audit requirements based on the amount of Federal funds expended in the Provider's fiscal year. Guidance on determining Federal funds expended is provided in 2 CFR 200.502.
  - a. *Single and Program-Specific Audits.* If Provider expends \$750,000 or more in Federal funds combined during its fiscal year, it must have a single audit or program-specific audit conducted for that year. 2 CFR 200.501(a)(b)(c), 2 CFR 200.507.
  - b. *Financial Statement Audit.* If Provider expends between \$300,000 and \$749,999 in Federal funds combined, Provider must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS).
  - c. *Financial Statement Review.* If, during its fiscal year, the Provider expends

less than \$300,000 in Federal funds, the Provider must have a financial statement review completed by a licensed CPA conducted in accordance with standards established by the American Institute of Certified Public Accountants.

- d. *For-Profit Entities.* A for-profit entity that expends \$750,000 or more in Federal funds during its fiscal year is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. A for-profit entity with expenditures less than \$750,000 shall follow the applicable standard outlined in sections (B) or (C) above.
- e. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed with the State of Rhode Island. All audits shall be prepared following the Generally Accepted Auditing Standards. Provider shall request and maintain a copy of the auditor's most recent audit opinion or peer review report and acceptance letter. Provider shall follow procedures prescribed by EOHHS for the preparation and submission of audit reports and any related documents.

IN WITNESS THEREOF, the parties agree and intend to be legally bound by this Subaward Agreement as written above.

For Provider:

For the State of Rhode Island:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A -- Behavioral Health Training for HCBS Direct Care Workers**

Provider Name \_\_\_\_\_

Provider Address \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

The objective of the Behavioral Health Training for HCBS Direct Care Worker Program is to increase the capacity of HCBS providers and direct care workers to meet the behavioral health needs of patients, residents, and clients.

\_\_\_\_\_ (Provider) herein applies to participate in the Behavioral Health Training for HCBS Direct Care Workers program (BH Training) and expressly agrees to the following terms and conditions of participation:

1. The RI Executive Office of Health and Human Services (EOHHS) will partner with RI College (RIC) and the RI Department of Labor & Training (DLT) to offer a 30-hour, virtual BH Training to Nursing Assistants, Homemakers, and (with prior approval from EOHHS) other direct care workers at no cost to the Provider.
2. Provider shall provide a list (below) of the name, job title, and social security number for all employees who enroll in BH Training.
3. EOHHS shall provide Provider with payroll supports of \$500 for each employee who enrolls in BH Training.
4. EOHHS shall provide Provider with an additional 15.7% of the above payroll supports to cover associated payroll costs and other direct administrative expenses such as recruitment, funds distribution, and reporting of payment and outcomes related to BH Training.
5. Provider is encouraged, but not required, to provide support to employees enrolled in BH Training, such as, access to necessary technology, flexible scheduling, paid time off, tutoring, etc.
6. Provider shall provide compensation of \$500 to each employee who successfully completes BH Training prior to December 30, 2020.
7. Provider shall submit to EOHHS a list of the name, job title, and social security number for all employees who complete BH Training no later than December 30, 2020. Supporting documentation shall be provided upon request by EOHHS.
8. Any funds not expended in a manner consistent with the terms of this Application by December 30, 2020 shall be returned to the State.
9. Provider shall support efforts by EOHHS and/or RI College to evaluate BH Training and its value to workers, consumers, and the Provider.

**Enrollees**

The following Provider employees have enrolled in Behavioral Health Training provided by RI College. *(Attach additional sheet as needed)*

<u>Name</u>	<u>Job Title</u>	<u>SS#</u>
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**Funding Worksheet**

- A. Total # of employees enrolled in BH Training \_\_\_\_\_
- B. Line A multiplied by \$500 \_\_\_\_\_
- C. Line B multiplied X 15.7% \_\_\_\_\_
- TOTAL PAYMENT TO PROVIDER (Line B + Line C) \_\_\_\_\_**