



# Medicaid Pediatric Healthcare Recovery Program Financial Agreement and Attestations

The Medicaid Pediatric Healthcare Recovery Program will provide grant payments to non-FQHC pediatric providers located in Rhode Island, defined as practices, family medicine practices, or any other such primary care practice that provides primary care to children insured by Medicaid and seen by a Medical Doctor, Doctor of Osteopathy, Physician's Assistant and/or Advance Practice Registered Nurse with a subspecialty in pediatrics or family medicine, who provide primary medical care to children under the age of eighteen (18) ("Providers").

By submitting this Application for the Medicaid Pediatric Healthcare Recovery 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 the State of Rhode Island is relying upon the information as submitted in order to determine whether to issue a Medicaid Pediatric Healthcare Recovery grant. 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.PediRelief@ohhs.ri.gov](mailto:OHHS.PediRelief@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 Program Financial Agreement and Attestations ("Agreement") with the State on behalf of the Provider, the terms and conditions of which are detailed herein.

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## ARTICLE 1: PROGRAM SPECIFIC TERMS AND CONDITIONS

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In submitting this Application for a Medicaid Pediatric Healthcare Recovery grant the Provider certifies, represents, acknowledges and agrees to the following:

1. EOHHS shall provide the Provider with a Medicaid Pediatric Healthcare Recovery Program grant in an amount calculated using the number of children under eighteen (18) years of age insured by Medicaid, divided into six payments, and contingent on: providing a Performance Improvement Plan; achieving quarterly performance and/or improvement targets on at least three out of four immunization and lead screening measures; and on participation in at least four out of six Behavioral Health Learning Initiative sessions.
2. The Provider shall apply funds received through the Medicaid Pediatric Healthcare Recovery Program towards the following eligible expenses:
  - a. payroll expenses, including employee wages, overtime, or payroll support;
  - b. new costs related to COVID-19, including PPE, cleaning supplies, screening of patients and visitors;



- c. costs otherwise associated with business interruptions caused by required closures due to COVID-19;
  - d. expenses necessary to achieve the immunization and lead screening metrics and to participate in the Behavioral Health Learning Initiative and other Program technical assistance; and
  - e. other COVID-19 related expenditures.
3. The Provider shall maintain financial records, subject to audit by the State, demonstrating that funds received through the Medicaid Pediatric Healthcare Recovery Program are spent in accordance with the stated eligible uses of funds contained herein.
4. The Provider's financial management system must provide the following:
  - a. **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.
  - b. **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.
5. The Provider certifies that it shall not use the grant to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse.
6. The Provider agrees to generate and submit an electronic health records report to EOHHS to validate panel sizes.
7. The Provider agrees that one payment shall be based on EOHHS's confirmation of the Provider's participation in at least four out of six Behavioral Health Learning Initiative sessions (including practice case presentations), which will be provided and verified by the Care Transformation Collaborative of Rhode Island/PCMH Kids.
8. The Provider shall maintain documentation of actions taken to improve performance on the immunization and lead screening measures.
9. EOHHS may provide the Provider with an IRS1099 Form.
10. This Agreement, the Provider's Medicaid Pediatric Healthcare Recovery application, and award are public records.
11. The Provider agrees to allow the State of Rhode Island to audit its records to determine compliance with all the terms and conditions of the Program and to validate information presented at time of application. Provider must maintain all financial records, supporting documents, statistical records, and any and all other records pertinent for a period of five (5) years. These records shall include substantiation of the patient panel information provided to EOHHS.

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## ARTICLE 2: GENERAL TERMS AND CONDITIONS

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1. Governing Law. 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 grant



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.

2. Changes to this Agreement may only be made pursuant to a written amendment signed by both the Provider and the State Agency.

3. No Subawards. Provider may not subaward any portion of this grant to a third-party.

4. Suspension. State Agency may suspend this Agreement, in whole or in part, if Provider fails to comply with any terms and conditions of this Agreement.

5. Public Records. All records possessed by State Agency 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.

6. Whistleblower Protection. An employee of a Provider, 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.

7. Federal Funding.

i. This Agreement is contingent upon and subject to the availability of Federal funds for the purposes outlined in this Agreement. State Agency 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 State Agency by the Federal funding source or if the Federal funding source issues guidance indicating that the award of funds under this Agreement is disallowed. State Agency 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.

ii. Provider acknowledges and understands that the funding is subject to the requirements of the U.S. Department of Treasury. State Agency is relying on guidance issued by U.S. Department of Treasury ("Treasury Guidance") for the American Rescue Plan Act State Fiscal Recovery Fund (SFRF), including future guidance that may issue after the date of this Agreement. If State Agency, 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 SFRF funding, State Agency 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, State Agency may require Provider to repay to State Agency an amount of money equal to the amount provided under this Agreement that corresponds to the disallowed use.

iii. Provider agrees to comply with all federal reporting requirements that may be specified by the U.S. Department of the Treasury.

8. 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 9901, Subsection 602(c) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) and the terms herein. Provider agrees to promptly repay any funds that were used for unauthorized purposes or inappropriate



expenditures to State Agency not later than ten days after a written request from State Agency or its designated agent if State Agency determines that any portion of this Award was expended for purposes other than those authorized under this Agreement. If Provider does not repay such funds upon request, State Agency may recoup such funds as soon as possible from any current or future payments of State Agency to Provider under any program administered by State Agency, and may take any other actions that it deems necessary to recovery such funds.

9. 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.

10. 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.

11. 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.

12. 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 Provider or its agents or employees.

13. 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 2 CFR part 180. Provider is required to notify State Agency of any changes to the status certified in this section.

14. Mandatory Disclosures. Provider must disclose, within three business days, in writing to State Agency all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant. Failure to make required disclosures can result in the imposition of any of the remedies described in 2 CFR 200.338.

15. 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.

16. 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").

i. 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.

ii. In addition to the foregoing, the following specific retention guidelines apply:

- a. *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.
- b. *Written Notification*. State Agency notifies Provider of an extension of the Retention Period.
- c. *Records for Real Property*. Provider is required to retain property records for three years after final disposition.
- d. *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.

17. FFATA Requirements. Provider agrees to provide State Agency the information required for Federal Funding Accountability and Transparency Act reporting including executive compensation information, where applicable.

18. Notice of Changes. Provider shall notify State Agency 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.

19. 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.

20. Conflicts of Interest. Provider must maintain written standards of conduct, including a conflict of interest policy. Provider shall notify State Agency 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.

21. 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 State Agency, 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.

22. Audits & Financial Statement Review. Provider shall be subject to the audit requirements based on the amount of Federal funds expended in the Provider fiscal year. Guidance on determining Federal funds expended is provided in 2 CFR 200.502.

i. *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.

ii. *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).

iii. *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.

iv. *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.

v. 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 State Agency 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 Agreement as written above.

For Provider:

Provider Name (as it appears on the application): \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

For the State of Rhode Island:

Signature: \_\_\_\_\_

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

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

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