



## COVID-19 Coronavirus Relief Fund Program: I/DD Provider Support Program

State of Rhode Island

December 2020

All attestations must be completed and submitted using this electronic form.  
Please send questions and completed attestations to [OHHS.IDDAccessProgram@ohhs.ri.gov](mailto:OHHS.IDDAccessProgram@ohhs.ri.gov)

### Program Overview

The Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 designated aid for state governments to support COVID-19 efforts. Rhode Island is using a portion of that funding to create the **I/DD Provider Support Program**, a grant program to promote not only provider recovery and resiliency, but also address challenges with consumer access during the current COVID-19 pandemic. The I/DD Provider Support Program is intended to address the crisis in I/DD service continuum caused or exacerbated by the COVID-19 public health emergency. The goal of the I/DD Provider Support Program is to support residential provider response, invest in the supply and access to community programming in light of an environment where due to COVID-19, modifications in terms of service delivery and model are necessary.

The **I/DD Provider Support Program** will distribute a total of \$10 million in funding across I/DD community and residential services providers in Rhode Island based on revenue loss incurred during the COVID-19 pandemic beginning July 1, 2020. These grant funds are an additional measure to be used as secondary to other federal coronavirus relief funding received by I/DD residential and community providers, and other funding resources made available by the State over the duration of the COVID-19 response. These grants will allow providers to remain viable through the public health emergency, mitigating the impact of the current pandemic.

### Funding & Application Dates

Key dates for this program are as follows:

- **December 29, 2020:** Program guidance and attestations emailed to providers
- **January 4, 2021:** Deadline to submit questions about the application to [OHHS.IDDAccessProgram@ohhs.ri.gov](mailto:OHHS.IDDAccessProgram@ohhs.ri.gov) by 5 PM
- **January 5, 2021** Attestations due to the State at 4 PM.
- **January 15, 2021:** Funding is anticipated to be available by this date and paid via the MMIS
- **July 30, 2021:** Post award reporting is due. The state will create a reporting template for providers to account for the receipt and use of other funds intended to offset lost revenue during the public health emergency, such as HRSA dollars that will be due after the grant funds are distributed. The state will work collaboratively with providers to ensure that this requirement is supported by the state and met by each participating provider.

### Eligible Applicants

Grant funding through the I/DD Provider Support Program will be made available to all BHDDH licensed residential and community providers in the I/DD system. These programs must be in operation as of December 1, 2020. Specifically, these programs are required to be licensed by BHDDH as DDOs ("DDO Programs"). These DDO Programs provide an array of services, including residential programming as well as community based support services to eligible Medicaid beneficiaries as an alternative to the use of higher risk congregate care settings, and as a result serve to mitigate potential exposure to COVID-19.

**Instructions**

- Prior to beginning the application, you will need:
  - Provider's FEIN/Tax ID
  - Medicaid Provider ID
  - RI State Vendor Number (If applicable)
  - National Provider ID
  - Data Universal Numbering System, or "DUNS," Number
  - Bank Account Information
- Providing all requested information when submitting the application will allow us to more quickly review your request and decrease the likelihood that we will need to contact you for additional information. If you do not provide all of the requested information this may delay our ability to provide payment sooner.
- Payments will be processed by the Medicaid Management Information System (MMIS). If you are not currently enrolled as a Medicaid Fee-for-Service provider, the state will enroll you for the purpose of processing payments under the I/DD Provider Support Program. You may receive an IRS Form 1099 from the State of Rhode Island.
- Completed attestations should be submitted via this electronic form.
- Applicant may not edit an attestation after it has been submitted. In the event that an Applicant has made errors in a submitted application, Applicant must submit another complete attestation and notify [OHHS.IDDAccessProgram@ohhs.ri.gov](mailto:OHHS.IDDAccessProgram@ohhs.ri.gov) to specify which application BHDDH should review.
- Applications must be received by January 4, 2021 at 4PM.

**SECTION I - CONTACT INFORMATION**

I/DD Provider Name:	
Business Address:	
City:	
ZIP+4:	
Business Contact Name (First, Last):	
Contact Email:	
Contact Phone:	

**SECTION II - PROVIDER INFORMATION**

FEIN/Tax ID (XX-XXXXXXX):	
Provider Type:	
RI State Vendor Number:	
Medicaid Provider ID Number:	

National Provider ID:	
Data Universal Numbering System, or "DUNS," number for the entity applying:	
Name of Bank to which funds should be disbursed:	
Bank Account Number:	
Bank Account Routing Number:	
Checking or Savings Account?	

**SECTION III – Form W-9**

All Applicants must complete and submit a US Department of the Treasury Internal Revenue Service Form W-9 (Rev. October 2018). The correct version of this form and instructions to complete it can be found on the IRS.gov website. <https://www.irs.gov/forms-pubs/about-form-w-9>.

Once complete, email your W-9 to [OHHS.IDDAccessProgram@ohhs.ri.gov](mailto:OHHS.IDDAccessProgram@ohhs.ri.gov). The subject of this email must follow this format: [Program Name]: W-9. The deadline for receiving W-9 Forms is the same deadline for applications: Monday, December 28, 2020 by 12 PM. Applications without a completed Form W-9 will not be considered.

**SECTION IV – AMOUNT OBLIGATION (AWARD)**

By submitting this attestation for the Rhode Island I/DD Provider Support Program, I acknowledge that I am in agreement with the methodology used to determine the grant award, which represents lost revenue during the public health emergency, beginning July 1, 2020. It is understood that this methodology relies on the following calculation:

$$\text{LOST REVENUE} = \text{TOTAL SERVICES AUTHORIZATIONS (\$ amount)} - \text{EXPENDITURES}$$

The final allocation of grant funding will be prorated to remain within the \$10M fund and the state will apply a formula to ensure that a prorated share of the \$10M is fairly and equitably distributed to each participating provider. Furthermore, if all eligible providers do not choose to apply, the state will redistribute their share of the \$10M award to the entire population of providers who choose to participate in the program to ensure that the full, allocated amount is deployed.

Based on the information provided in Attachment A (Revenue Loss and Award Data by Provider), the award granted should total: \_\_\_\_\_.

Moreover, I hereby agree to the following, for the full duration of the public health emergency:

- a. To continue to provide essential services to beneficiaries;
- b. To make reasonable attempts to not lay off over fifty (50) percent of employees;
- c. To remain in contact with beneficiaries served by the DDO to determine health and safety needs and develop alternative service delivery strategies and modalities, outreach through telephonic service and technology to facilitate, when possible, community outreach and support. The purpose of which is to maintain routine and reduce isolation and risk to participants.
- d. To comply with all public health recommendations, regarding COVID-19, as applicable.
- e. That for beneficiaries receiving supports and services through Shared Living Arrangements or through a residential program, the provider shall ensure that the beneficiary served receives sufficient and adequate funding and service levels.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (MM/DD/YY)

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

## SECTION V– NOTIFICATIONS

1. Potential Applicants are advised to review all sections of the Application carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in disqualification of the application.
2. All costs associated with developing or submitting an application proposal shall be borne by the Applicant. The State assumes no responsibility for these costs.
3. Applicants whose applications are approved and funded may receive an IRS Form 1099 at tax year end.
4. 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.
5. 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).
6. Awarded Applicant must provide notification to EOHHS within thirty (30) days of any potential changes that may impact performance or represent material modifications to the Applicant 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 Applicant to address identified deficiencies, EOHHS reserves the right to suspend or terminate facility participation in the program.
7. Awarded Applicant 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. 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.
8. 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.

9. Changes to This Agreement. Any changes to this Agreement may only be made pursuant to a written amendment signed by both Parties.
10. Suspension. EOHHS may suspend this Agreement, in whole or in part, if the Awarded Applicant fails to comply with any terms and conditions of this Agreement.
11. 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. Laws § 38-2-1, *et seq.* In no event shall any State agency be liable to Awarded Applicant for releasing to the public any records relating to this Agreement that State Agency determines may or must be released in accordance with APRA.
12. Whistleblower Protection. An employee of an Awarded Applicant , 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.
13. Federal Funding.
  - Awarded Applicant 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 Subrecipient to modify this Agreement to conform this Agreement to the guidance, to the extent feasible. In the event of a disallowance arising from Applicant's malfeasance, misrepresentation, or failure to abide by the terms of this attestation or the program, EOHHS may require the Awarded Applicant to repay to EOHHS an amount of money equal to the amount provided under this Agreement that corresponds to the disallowed use.
  - Awarded Applicant agrees to comply with all federal reporting requirements that may be specified by the U.S. Department of the Treasury.
14. 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. Subrecipient 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 Awarded Applicant 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 Awarded Applicant under any program administered by EOHHS and may take any other actions that it deems necessary to recovery such funds.
15. Audit. Awarded Applicant 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.

16. Segregation of Funds. Awarded Applicant agrees that it shall segregate obligations and expenditures of this Award from other funding it receives from the State, federal and/or other sources. Awarded Applicant 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.
17. Applicable Law and Regulations. Awarded Applicant 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.
18. Indemnification. Awarded Applicant 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 Awarded Applicant or its agents or employees.
19. Debarment and Suspension. By signing this Agreement, the duly authorized individual for the Awarded Applicant certifies that neither the Awarded Applicant 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. Awarded Applicant is required to notify EOHS of any changes to the status certified in this section.
20. Mandatory Disclosures. Awarded Applicant must disclose, within three (3) business days, in writing to EOHS 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.
21. Workers' Compensation. Awarded Applicant certifies that it is in compliance with the laws relating to workers' compensation and insurance coverage. Awarded Applicant'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.
22. Record Retention and Access. Awarded Applicant 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").
  - 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 Subrecipient 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 Subrecipient staff for the purpose of interview and discussion related to such documents.
  - In addition to the foregoing, the following specific retention guidelines apply:
    - *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.
    - *Written Notification*. State Agency notifies Awarded Applicant of an extension of the Retention Period.
    - *Records for Real Property*. Awarded Applicant is required to retain property records for three

(3) years after final disposition.

- *Program Income Transactions after Period of Performance.* When required, the retention period for the program income records starts at the end of the Awarded Applicant's fiscal year in which the program income is earned.

23. FFATA Requirements. Awarded Applicant agrees to provide EOHHS the information required for Federal Funding Accountability and Transparency Act reporting including executive compensation information, where applicable.

Notice of Changes. Awarded Applicant shall notify EOHHS in writing if there is a change in Awarded Applicant'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. Awarded Applicant 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. Awarded Applicant must maintain written standards of conduct, including a conflict of interest policy. Awarded Applicant shall notify EOHHS of any and all conflicts of interest, as defined under the Rhode Island Ethics Code and its implementing regulations, between the Subrecipient and a State employee or a State official which Subrecipient is aware of or should be aware of.

26. Litigation, Investigations. In the event Awarded Applicant becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material relationship to this Agreement, Awarded Applicant 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. Awarded Applicant shall be subject to the audit requirements based on the amount of Federal funds expended in the Awarded Applicant's fiscal year. Guidance on determining Federal funds expended is provided in 2 CFR 200.502.

- *Single and Program-Specific Audits*. If Awarded Applicant 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.
- *Financial Statement Audit*. If Awarded Applicant expends between \$300,000 and \$749,999 in Federal funds combined, Subrecipient must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS).
- *Financial Statement Review*. If, during its fiscal year, the Awarded Applicant expends less than \$300,000 in Federal funds, the Awarded Applicant 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.
- *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.
- 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. Awarded Applicant shall request and maintain a copy of the auditor's most recent audit opinion or peer review report and acceptance letter. Subrecipient shall follow procedures prescribed by EOHHS for the preparation and submission of audit reports and any related documents.

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Signature

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Date (MM/DD/YY)

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Name & Title

**SECTION VI – ACKNOWLEDGEMENT**

By submitting this attestation for the Rhode Island I/DD Provider Support Program, I acknowledge that I am authorized to submit this request on behalf of the program and that all the information provided is accurate to the best of my knowledge and ability. I acknowledge the State of Rhode Island is relying upon the information as submitted in order to determine whether to issue a grant. Therefore, if I become aware of any inaccuracies in the information provided, I will immediately notify the State of Rhode Island through email at [OHHS.IDDAccessProgram@ohhs.ri.gov](mailto:OHHS.IDDAccessProgram@ohhs.ri.gov).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (MM/DD/YY)

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

## Attachment A: Revenue Loss and Award Data by Provider

I/DD Provider Relief Program						
Award Distribution					Fund Total	10,000,000
Provider	Authorized Amount (Jul-Sept 2020)	Actual Spend (Jul-Sept 2020)	Actual Delta (Jul-Sept 2020)	Estimated Delta (Jan-June 2021)	Prorated Award	
ACCESSPOINT RI	\$1,761,408	\$1,392,600	\$368,808	\$737,616	\$437,661	
ACTION BASED ENTERPRISES	\$530,810	\$409,815	\$120,995	\$241,989	\$143,583	
AVATAR RESIDENTIAL	\$2,541,507	\$2,090,749	\$450,758	\$901,515	\$534,910	
BECKET ACADEMY	\$437,712	\$366,872	\$70,840	\$141,680	\$84,065	
COMMUNITY LIVING OF RI	\$2,215,128	\$2,093,543	\$121,585	\$243,169	\$144,283	
COMMUNITY RESIDENCES INC	\$67,844	\$50,774	\$17,069	\$34,139	\$20,256	
EASTER SEALS	\$107,117	\$35,173	\$71,944	\$143,888	\$85,375	
FRANK OLEAN CENTER	\$396,352	\$135,905	\$260,447	\$520,893	\$309,069	
GATEWAYS TO CHANGE	\$1,970,729	\$1,841,618	\$129,111	\$258,221	\$153,214	
GOODWILL OF RI	\$95,897	\$31,269	\$64,627	\$129,255	\$76,693	
J ARTHUR TRUDEAU MEMORIAL CENTER	\$2,038,353	\$1,634,819	\$403,534	\$807,068	\$478,870	
JAMES L MAHER CENTER	\$1,942,426	\$1,638,193	\$304,232	\$608,464	\$361,029	
JUSTICE RESOURCE INSTITUTE	\$751,282	\$689,301	\$61,981	\$123,962	\$73,552	
KALEIDOSCOPE FAMILY SOLUTIONS	\$728,316	\$244,086	\$484,230	\$968,460	\$574,631	
LIVING IN FULFILING ENVIRONMENTS	\$1,946,611	\$1,772,609	\$174,003	\$348,005	\$206,487	
LIVING INNOVATIONS SUPPORT SERVICES	\$1,694,367	\$1,465,795	\$228,572	\$457,143	\$271,244	
LOOKING UPWARDS	\$5,107,440	\$4,331,529	\$775,911	\$1,551,821	\$920,766	
OPPORTUNITIES UNLIMITED	\$964,024	\$931,962	\$32,062	\$64,124	\$38,048	
PERSPECTIVES CORPORATION	\$6,199,946	\$5,161,761	\$1,038,185	\$2,076,371	\$1,232,005	
REFOCUS	\$3,381,166	\$2,909,629	\$471,536	\$943,072	\$559,567	
SEVEN HILLS RHODE ISLAND	\$3,104,542	\$2,492,302	\$612,240	\$1,224,480	\$726,540	
SPURWINK-RI	\$1,598,030	\$1,290,460	\$307,570	\$615,139	\$364,990	
THE ARC OF BLACKSTONE VALLEY	\$2,654,187	\$2,378,126	\$276,061	\$552,122	\$327,599	
THE ARC OF BRISTOL COUNTY	\$700,994	\$452,388	\$248,606	\$497,212	\$295,019	
THE CORLISS INSTITUTE	\$367,999	\$338,229	\$29,770	\$59,540	\$35,328	
THE COVE CENTER	\$2,006,392	\$1,833,478	\$172,915	\$345,829	\$205,196	
THE FOGARTY CENTER	\$3,032,492	\$2,584,362	\$448,130	\$896,261	\$531,792	
TOWN OF COVENTRY DEPT OF HUMAN SERVICES	\$81,492	\$8,552	\$72,941	\$145,882	\$86,558	
UNITED CEREBRAL PALSY OF RHODE ISLAND	\$757,029	\$636,306	\$120,723	\$241,445	\$143,260	
WEST BAY RESIDENTIAL SERVICES	\$5,290,583	\$4,873,314	\$417,269	\$834,539	\$495,170	
WHITMARSH CORPORATION	\$147,223	\$106,617	\$40,607	\$81,213	\$48,188	
WORK INCORPORATED	\$13,881	\$10,022	\$3,860	\$7,719	\$4,580	
WORK OPPORTUNITIES UNLIMITED	\$311,273	\$285,595	\$25,678	\$51,355	\$30,471	
<b>Grand Total</b>	<b>\$55,185,521</b>	<b>\$46,607,186</b>	<b>\$8,578,335</b>	<b>\$16,853,596</b>	<b>\$10,000,000</b>	
<i>Notes:</i>						
1. Source: MMIS claims data from July through September 2020.						
2. Award distribution is based on estimated revenue loss from July through December 2020. As additional claims data is made available, it is anticipated that the delta between authorization and spend will decrease.						