



Application Instructions:

To apply for funding through the **Home Health Worker Supports for Pause 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 with “Application for Home Health Worker Supports 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 Subrecipient as identified below, an entity authorized to do business in Rhode Island with its principal place of business located at the address identified below (“Subrecipient”). State Agency and Subrecipient are individually referred to herein as a “Party” and are collectively referred to herein as the “Parties”.

SUBRECIPIENT IDENTIFICATION INFORMATION

Subrecipient Contacts	
Provider Name	[ENTER]
Provider Address	[ENTER]
<i>Contact Name</i>	[ENTER]
<i>Contact Phone</i>	[ENTER]
<i>Contact Email</i>	[ENTER]
Subrecipient DUNS	[ENTER]
National Provider ID Number	[ENTER]
FEIN/Federal Tax ID	[ENTER]
Total Amount Obligated to Subrecipient	Amount awarded will be determined by EOHHS based on the method described in the program guidance. Subrecipient will be notified of amount.
Acceptance of Terms: <i>Enter electronic signature of authorized representative to accept the terms of this agreement. You may also print/sign/scan and return this page.</i>	Enter electronic signature of authorized representative below: _____

PROGRAM INFORMATION

State Agency Contacts	Programmatic	Fiscal
<i>Contact Name</i>	Sarah Harrigan	Kayleigh Fischer
<i>Contact Email</i>	OHHS.LTSSResiliency@ohhs.ri.gov	Kayleigh.Fischer@ohhs.ri.gov

Subaward Start Date	December 5, 2020	Subaward End Date	December 30, 2020
Project Description The Home Health Worker Supports for Pause Program is established to increase the capacity and immediate availability of home health services and to give agencies the flexibility to determine appropriate payroll supports required to sustain delivery of at home health care as an alternative to the use of higher risk congregate care settings to mitigate potential exposure to COVID-19 during the pandemic.			
Bank Account	Funds will be disbursed into the primary bank account into which your facility routinely receives payments via the RI EOHHS RIFANS system. If your facility does not already have a primary account on file, an EOHHS team member will contact you to request this information.		
Indirect Rate	Not applicable	Match/Cost Share	Not applicable
Federal Awarding Agency	U.S. Department of Treasury	Federal Award Identification Number	Not applicable
Federal Award Date	Not applicable	Total Federal Award Amount	\$1,250,000,000
Indirect Rate	Not applicable		
R&D	No	CFDA Number	21.019
Project Description	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 **Home Health Worker Supports Program**, I acknowledge that I am authorized to submit this request on behalf of the Subrecipient and that all of the information provided is accurate to the best of my knowledge and ability. Subrecipient acknowledges that the State of Rhode Island is relying upon the information as submitted in order to determine whether to issue a **Home Health Worker Supports Program** payment. Therefore, if Subrecipient becomes aware of any inaccuracies in the information provided, Subrecipient will immediately notify the State of Rhode Island through email at OHHS.LTSSResiliency@ohhs.ri.gov. Subrecipient acknowledges that any deliberate omission, misrepresentation, or falsification of any information may be punishable by criminal, civil or administrative penalties. Subrecipient acknowledges that if this Application is accepted by the State, the signatory is authorized to enter into this **Home Health Worker Supports Program, Financial Agreement and Attestation** (“Agreement”) with the State on behalf of the Subrecipient, the terms and conditions of which are detailed herein.

In submitting this Application for a **Home Health Worker Supports Program** subaward the Subrecipient certifies, represents, acknowledges and agrees to the following:

ARTICLE 1: PROGRAM SPECIFIC TERMS & CONDITIONS

1. Subrecipient Application. Subrecipient 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 Subrecipient provides in the future are true, accurate and complete, to the best of its knowledge. Subrecipient acknowledges that any deliberate omission, misrepresentation, or falsification of any information may be punishable by criminal, civil, or administrative penalties.
2. Eligible Uses Subrecipient certifies that it will comply with all conditions as outlined below in Article 2 of this document.
3. Conditions of Funding (e.g. actions the subrecipient must take as a condition of receiving funds). Subrecipient certifies that it will comply with all conditions as outlined below in this

document.

4. **No Supplanting.** Subrecipient 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 Subrecipient 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.

5. **The Subrecipient'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.** Subrecipient must ensure effective control over, and accountability for, all funds, property, and other assets. Subrecipient must safeguard these assets and ensure they are used only for authorized purposes.

6. The Subrecipient 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.

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

ARTICLE 2: ELIGIBLE USES OF FUNDS

1. Funding may be used for supplemental payroll support to Certified Nursing Assistants and homemakers.
2. Eligible uses of funds include but are not limited to:
 - a. Temporary raises to compensate workers for the added hazards of working during the pause
 - b. Recruitment or retention payroll support
 - c. Funds may also be used to cover any increased payroll taxes or UI or similar contributions that are a function of the increase in the payroll amount
3. Funds should not be used to backfill or supplant existing wage support programs, but rather to expand them.
4. Increased payroll support must be based on a baseline average of wages paid to the individual employee or class of employees as of October 2020. It is the state's intention that this funding be used to increase current rates of pay or provide other financial support beyond what a congregate care provider is currently doing.
5. Payroll support should be used for workers who are directly interacting with consumers or residents, not workers conducting telework or on vacation
6. Applicants will have until December 30, 2020 to distribute funds to direct care workers and document how such funds have been distributed. If funds are not distributed for work performed

by December 30, 2020, any unexpended funds must be returned to the State. For providers who issue payroll checks to workers in arrears, checks may be issued to workers in January 2021 as long as the hours covered by that payroll check were worked prior to December 30, 2020.

7. Upon the disbursement of funds, the Subrecipient shall keep detailed and complete financial records demonstrating that Award funds received through this Program are spent in accordance with CARES Act requirements.
8. 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 Subrecipient 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 Subrecipient attests that they are:
 - Not on federal do not pay list,
 - Are current on all state tax or other liabilities,
 - Do not have any pending legal actions with State.
3. Subrecipient agrees to use this funding in accordance with the Program Guidance, including tracking qualified workers who receive payments through this Program, demonstrating how funding was used, to whom payroll supports were allotted, and how much was received.
4. Subrecipient agrees that the information listed for Subrecipient Agency in Attachment A for “maximum monthly Non-Skilled Medicaid Billed Hours” is accurate for the purposes of determining funding amounts for this Award.

ARTICLE 4: GENERAL TERMS & CONDITIONS

1. Subrecipients 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. Subrecipient must provide notification to EOHHS within thirty (30) days of any potential changes that may impact performance or represent material modifications to the Subrecipient 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 Subrecipient to address identified deficiencies, EOHHS reserves the right to suspend or terminate facility participation in the program.

5. Subrecipient 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 Subrecipient 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 Subrecipient 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 an 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 Subrecipient 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 Subrecipient unless otherwise indicated.
 - b. Subrecipient 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, EOHHS may require the Subrecipient to repay to EOHHS an amount of money equal to the amount provided under this Agreement that corresponds to the disallowed use.

- c. Subrecipient 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. 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 Subrecipient 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 Subrecipient under any program administered by EOHHS and may take any other actions that it deems necessary to recovery such funds.
14. Audit. Subrecipient 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. Subrecipient agrees that it shall segregate obligations and expenditures of this Award from other funding it receives from the State, federal and/or other sources. Subrecipient 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. Subrecipient 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. Subrecipient 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 Subrecipient or its agents or employees.
18. Debarment and Suspension. By signing this Agreement, the duly authorized individual for the Subrecipient certifies that neither the Subrecipient 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. Subrecipient is required to notify EOHHS of any changes to the status certified in this section.

19. Mandatory Disclosures. Subrecipient 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. Subrecipient certifies that it is in compliance with the laws relating to workers' compensation and insurance coverage. Subrecipient'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. Subrecipient 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 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.
 - 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 Subrecipient of an extension of the Retention Period.
 - iii. *Records for Real Property*. Subrecipient 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 Subrecipient's fiscal year in which the program income is earned.
22. FFATA Requirements. Subrecipient 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. Subrecipient shall notify EOHHS in writing if there is a change in Subrecipient'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. Subrecipient 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. Subrecipient must maintain written standards of conduct, including a conflict of interest policy. Subrecipient 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 Subrecipient becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material relationship to this Agreement, Subrecipient 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. Subrecipient shall be subject to the audit requirements based on the amount of Federal funds expended in the Subrecipient's fiscal year. Guidance on determining Federal funds expended is provided in 2 CFR 200.502.
- a. *Single and Program-Specific Audits*. If Subrecipient 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 Subrecipient expends between \$300,000 and \$749,999 in Federal funds combined, Subrecipient 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 Subrecipient expends less than \$300,000 in Federal funds, the Subrecipient 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. Subrecipient 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.

Attachment A – Potential Eligible Support Funding Amounts

Eligible funding support amount based on Maximum Monthly Licensed Nursing Assistant and Homemaker Medicaid Billed Hours – July to September 2020 for S5125 and S5130

NPI	NPI & Agency Name	Maximum Monthly Hours Billed Between July and Sept 2020
1326250572	1326250572 A CARING EXPERIENCE NURSING SERVICES INC	33,867
1609955822	1609955822 HOPE NURSING HOME CARE LLC	29,344
1710058904	1710058904 NURSING PLACEMENT INC	24,649
1184073058	1184073058 ELMWOOD HOME CARE INC	18,454
1912172974	1912172974 INDEPENDENCE HEALTHSERVICES LLC	17,546
1053433730	1053433730 HAIGH VENTURES INC	12,585
1023148004	1023148004 LIFETIME FINANCIAL MANAGEMENT INC	10,662
1912946898	1912946898 BAYADA HOME HEALTH CARE INC	10,078
1578843264	1578843264 COMFORT HOME CARE SERVICES (COMFORT LLC)	9,555
1609994763	1609994763 OCEAN STATE NURSING SERVICES INC	8,978
1104948439	1104948439 HOME CARE ADVANTAGE INC	7,152
1205053048	1205053048 MORNING STAR HOMECARE LLC	7,080
1134119381	1134119381 H & T MEDICALS INC	6,772
1235777228	1235777228 YOUR CHOICE OF HOME CARE LLC	6,374
1427531359	1427531359 JOY HOME CARE INC	6,057
1881069607	1881069607 OCEAN STATE HOME HEALTH CARE INC	4,239
1720237167	1720237167 MAS HOME CARE	4,222
1073837050	1073837050 THE SUMMIT MANAGEMENT GROUP LLC	3,548
1558877951	1558877951 RAISING HOPE INC	2,958
1003472747	1003472747 CAREGIVERS RI LLC	2,694
1326145699	1326145699 PHENIX HOME CARE	2,502
1073558680	1073558680 SPECIALTY PERSONNEL SERVICES INC (CT)	2,337
1649300526	1649300526 SPECIALTY PERSONNEL SERVICES INC	2,188
1306947833	1306947833 COWESSETT HOME CARE INC	2,136
1538216635	1538216635 HEALTHCARE CONNECTIONS NURSING SERVICES	1,863
1528526001	1528526001 STAFF SOLUTIONS INC	1,847
1205842036	1205842036 HOME CARE SERVICES OF RI INC	1,777
1225434608	1225434608 ONE SOLUTION HOME CARE	1,552
1649382151	1649382151 MAXIM HEALTHCARE SERVICES INC	1,534
1366838500	1366838500 NASH CORP	1,338
1184743965	1184743965 COMMUNITY CARE NURSES INC	1,284
1598898108	1598898108 ACCESS HEALTHCARE INC	1,263
1821325366	1821325366 DEPENDABLE HEALTHCARE SERVICE LLC	1,092
1053807743	1053807743 HOME CARE NETWORKS LLC	1,081
1427155613	1427155613 COVENTRY HOME CARE INC	1,078
1316125453	1316125453 SENIOR HELPERS	1,039
1831196955	1831196955 ASSISTED DAILY LIVING INC	961
1265883318	1265883318 CASA CURA INC	615
1124595806	1124595806 CARE AT HOME LLC	370
1225029770	1225029770 CONCORD HEALTH SERVICES INC	354
1326139023	1326139023 CAPITOL HOME CARE NETWORK INC	267
1043454663	1043454663 CEDAR HOME HEALTH LLC	185