

STATE OF RHODE ISLAND, EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

EARLY INTERVENTION PROVIDER RELIEF PROGRAM FINANCIAL AGREEMENT AND ATTESTATIONS

The Early Intervention Provider Relief Program will provide a one-time grant payment to eligible Early Intervention (“EI”) program provider agencies. EI providers assist children with special health care needs from infancy through to the age of three (3) by offering a range of developmental interventions, clinical treatments, and parent education focused on improving the developmental outcomes for Rhode Island children (“Provider”).

By submitting this Application for the Rhode Island Early Intervention Provider Relief Program, I acknowledge that I am authorized to submit this request on behalf of the Provider Agency 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 Rhode Island Early Intervention Provider Relief 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.childrens_provider_relief@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 Rhode Island Early Intervention Provider Relief Program Financial Agreement and Attestations (“Agreement”) with the State on behalf of the Provider, the terms and conditions of which are detailed herein.

In submitting this Application for an Early Intervention Provider Relief Program subaward the Provider certifies, represents, acknowledges and agrees to the following:

1. EOHHS shall in its sole discretion provide the Provider with a subaward in accordance with the Program Guidance based upon the documents and information submitted by the Provider as part of the Application (“Subaward”). EOHHS shall initially disburse fifty percent (50%) of the Subaward to the Provider (“Initial Disbursement”). Provider shall receive a second disbursement of the Subaward subject to the availability of funds, in an amount not to exceed the Initial Disbursement. EOHHS reserves the right to decrease the amount of the second disbursement based upon the provider’s receipt of federal funds and the availability of funds. Provider’s receipt of a second disbursement is conditioned upon their submission of monthly reports to EOHHS demonstrating that they have made measurable and consistent progress in reengaging and providing children’s services to formerly enrolled children and families and are engaging with new children and families and are in compliance with their COVID-19 Control Plan. Amounts disbursed in the second round of payments may differ from the first-round payment if a provider received subsequent federal relief funds and is dependent upon the availability of federal funds to EOHHS. EOHHS will disburse the second payment to providers based on evaluation of

the execution of reopening plans and evidence of effort to increase services in person, in the home, through September 30, 2020.

2. Subawards are made to the Provider with the understanding that if the State does not receive funding from the Federal Government, EOHHS reserves the right to recoup the Subaward or otherwise offset their Subaward payments to the Provider.
3. The Provider agrees to only use the Program funds for necessary Covid-19 related expenditures and commits to achieving pre-COVID-19 enrollment of children receiving these services according to the COVID-19 Control Plan that must be submitted as part of the application and is described more fully below. Funds received must be applied toward the following eligible uses:
 - a. Payroll expenses, including employee wages, overtime, payroll support, or hazard pay. Important to note: staff bonuses or any type of one-time payment is not an allowable use of funds under the [CRF](#) requirements.
 - b. Occupancy costs incurred as a result of closure and reduced revenues which includes rent/mortgage, utilities, insurance etc.
 - c. Small, capital improvement projects to support mitigation efforts resulting from COVID-19, including:
 - i. Protective barriers to reduce airborne transmission (i.e. sneeze guards, partition shields)
 - ii. Cleaning and sanitization supplies in adherence with CDC guidelines
 - iii. Improved air quality (i.e. improvements to HVAC systems, replacement/addition of window to increase natural ventilation and air flow)
 - iv. Expanding or reconfiguring space (i.e. equipment, materials and furnishings needed to reduce the risk of cross-contamination due to shared equipment use during therapy, care services, evaluations.)
 - d. New, anticipated costs related to COVID-19, including PPE, therapy materials/equipment, workforce training and enhanced protocols for the screening of children and their families
 - e. Expenses necessary to carry out the efforts defined in the provider agency's application to expand home and community-based services for children and families
4. All program funds must cover costs incurred between March 1 and December 30, 2020 (the "covered period"). A cost for services or goods is incurred in this period if performance or delivery of the relevant service or goods must occur during the covered period and does occur during the covered period, provided that if Provider enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the Provider to use payments from the subaward to cover the cost of such goods or services if the delay is due to circumstances beyond the Provider's control. Payment of funds need not be made during the covered period, though it is generally expected that this will take place within ninety (90) days of a cost being incurred. Provider agrees to incur eligible costs using CRF Funding in accordance with CARES Act requirements and/or any additional requirements imposed by the U.S.

Department of Treasury, which may be found at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.

5. Provider agrees to develop a comprehensive COVID-19 Control Plan subject to State approval, in accordance with public health guidelines and requirements, detailing a staffing plan which shall include, but is not limited to: hiring new staff; rehiring staff that may have been laid off or furloughed; an assessment of reengaging formerly enrolled families; and post COVID-19 new family engagement. Provider shall submit monthly reports to EOHHS accounting for the increase in existing and new family service engagement on EOHHS Reporting forms detailing service delivery that can be tied to future claims activity.
6. 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.
7. 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 a 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.
8. 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.
9. 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 subaward 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.

10. Changes to this Agreement may only be made pursuant to a written amendment signed by both the Provider and EOHHS.
11. No Subawards. Provider may not subaward any portion of this subaward to a third-party.
12. Suspension. EOHHS may suspend this Agreement, in whole or in part, if Provider fails to comply with any terms and conditions of this Agreement.
13. 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 EOHHS be liable to Provider for releasing to the public any records relating to this Agreement that EOHHS determines may or must be released in accordance with APRA.
14. 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.
15. Federal Funding.
 - i. 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.
 - ii. Provider acknowledges and understands that the funding is subject to the requirements of the U.S. Department of Treasury. Provider agrees to comply with all federal requirements imposed by the U.S. Department of the Treasury and/or by federal law, including but not limited to section 601(d) of the Social Security Act, as added by Section 5001 of the CARES Act. 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 Provider to repay to EOHHS 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.

16. 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. In addition, funds provided pursuant to this Award may not be used for costs or expenses that have been or will be covered or reimbursed by funding provided under any other federal program or state program, including, but not limited to, the Paycheck Protection Program, the Economic Injury Disaster Loan program, the CARES Act Provider Relief Fund. 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 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 Provider under any program administered by EOHHS and may take any other actions that it deems necessary to recovery such funds.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 EOHHS of any changes to the status certified in this section.
22. 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 subaward. Failure to make required disclosures can result in the imposition of any of the remedies described in 2 CFR 200.338.
23. 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.
24. 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:
 1. *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.
 2. *Written Notification*. EOHHS notifies Provider of an extension of the Retention Period.
 3. *Records for Real Property*. Provider is required to retain property records for three years after final disposition.

4. *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.
25. FFATA Requirements. Provider agrees to provide EOHHS the information required for Federal Funding Accountability and Transparency Act reporting including executive compensation information, where applicable.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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 HERETO; by signing below, the Parties affirm their understanding and acceptance of the above terms and conditions. This Agreement may be signed in one (1) or more counterparts, each such counterpart being as fully effective as if a single original had been signed, but all of which taken together shall constitute one and the same Agreement. Copies, including facsimile and “.pdf” signatures, shall be acceptable and deemed originals.

Acknowledged and agreed to by:

Benjamin L. Shaffer, Medicaid Director
Rhode Island Executive Office of Health and Human Services

Date:

Provider:
Authorized Agent

Date: