



Application Instructions:

To apply for funding through the **Personal Choice and Independent Provider Program Supports Program (“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 Personal Choice and IP 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 _____, an entity authorized to do business in Rhode Island with its principal place of business located at _____ (“**Subrecipient**”). State Agency and Subrecipient are individually referred to herein as a “**Party**” and are collectively referred to herein as the “**Parties.**”

SUBAWARD IDENTIFICATION INFORMATION

State Agency Contacts	Programmatic	Fiscal
<i>Contact Name</i>	Independent Provider Program: Elaine Choiniere Personal Choice Program: Linnea Tuttle	Kayleigh Fischer
<i>Contact Email</i>	OHHS.LTSSResiliency@ohhs.ri.gov	Kayleigh.Fischer@ohhs.ri.gov

Subrecipient Contacts	Business Contact
<i>Contact Name</i>	
<i>Contact Phone</i>	
<i>Contact Email</i>	

<i>Subrecipient DUNS</i>			
<i>Subaward Identification Number</i>	[state to fill in after application submission]		
<i>Subaward Start Date</i>	August 31, 2020	<i>Subaward End Date</i>	December 30, 2020
<i>Project Description:</i> The Personal Choice and Independent Provider Program Supports Program is established to increase the number of Personal Care Aides (PCAs) in the Personal Choice and Independent Provider Programs to increase capacity for home-based long term care services as an alternative to the use of higher risk congregate care settings to mitigate potential exposure to COVID-19 during the pandemic.			
<i>Amount Obligated this Action (“Award”)- Complete according to instructions at right</i>			
<i>New PCAs to Employ</i>		Fiscal Intermediaries shall enter # of Personal Choice PCAs and/or IP PCAs as applicable and as according to guidance	

Existing PCAs as of August 15, 2020		Fiscal Intermediaries shall enter # of Personal Choice PCAs and/or IP PCAs currently managed as applicable	
Total Amount Obligated to Subrecipient		Service Advisors shall enter \$5000 Fiscal Intermediaries shall calculate this number as: [new PCAs] * \$1735.95 plus [existing PCAs] * \$694.38 <i>This amount includes the 15.73% for direct costs.</i>	
FEIN/Tax ID Number			
Medicaid ID Number			
RI State Vender Number			
National Provider ID Number			
Bank Name			
Bank Account Type			
Bank Account Number			
Bank Routing Number			
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 **Personal Choice and Independent Provider Program 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 **Personal Choice and Independent Provider Program 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 **Personal Choice and Independent Provider Program 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 **Personal Choice and Independent Provider Program 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 of the Service Advisor or Fiscal Intermediary through payment or distribution of subaward funds to executives, managers or owners.

ARTICLE 2: ELIGIBLE USES OF FUNDS

Funds received through this Program shall be applied toward the following eligible uses:

1. Payroll supports for PCAs, including the cost of employer taxes on such payroll supports and the cost of reporting and tracking these Award payments.
2. Award payments to PCAs to fund the purchase of PPE, including the cost of employer taxes on this Award payment and the cost of reporting and tracking these Award payments.
3. Costs incurred for outreach and recruiting for new PCAs for self-directed home care services programs.

The Subrecipient shall employ the target number of PCAs on or before December 30, 2020. If the Subrecipient does not reach such an employment by December 30, 2020 any and all unexpended funds allocated for new PCAs, along with the related amounts that would have been incurred for reporting, tracking, and employer taxes, shall be returned to the State by the Subrecipient.

Fiscal Intermediaries shall provide monthly reports to EOHHS that track the number of PCAs employed, the length of employment of PCAs, and the Award payments made to such PCAs.

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.

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 commits to using this Subaward funding in accordance with the proposed Program structure for their applicable entity type as listed in the Program Guidance and detailed below:
 - Payment of \$1500 in payroll support from Fiscal Intermediaries to newly hired PCAs, to be distributed as a \$500 payment upon start of employment or October 1, whichever comes later, and a \$1000 payment after ninety (90) days of employment.
 - Payment of \$600 from Fiscal Intermediaries to each active PCA to help fund the purchase of PPE, to be distributed upon Award funding, to PCAs currently employed as of August 15, 2020 who have been employed consistently for ninety (90) days prior to August 15, 2020. For PCAs currently employed as of August 15, 2020 who have been employed less than ninety (90) days prior to August 15, 2020, payment shall be distributed by the Fiscal Intermediary as soon as that employee has reached ninety (90) days of employment.
 - Service Advisors shall use Award payments to support their recruitment efforts of PCAs.

4. Subrecipient attests that the number of existing PCAs as of August 15, 2020 listed in the Information section of this Application and Subaward Agreement is accurate.

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.

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

For Subrecipient:

By: _____

Name: _____

Title: _____

Date: _____

For the State of Rhode Island:

By: _____

Name: _____

Title: _____

Date: _____