



COVID-19 Nursing Home Isolation Unit Supplemental Funding
Rhode Island Department of Health

COVID-19 Nursing Home Isolation Unit Supplemental Funding Subaward Agreement Application

Application Instructions:

To apply for funding through the **Nursing Facility Isolation Space Supplemental Funding 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.MedicaidCOS@ohhs.ri.gov with “Nursing Facility Isolation Units Supplemental Funding” and Applicant name in the subject line.

Applications are accepted on an ongoing, rolling basis. Please allow up to ten (10) business days for application review.

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 the Rhode Island Department of Health (“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	Business Contact
Provider Name	
Provider Address	
<i>Contact Name</i>	
<i>Contact Phone</i>	
<i>Contact Email</i>	
Subrecipient DUNS	
National Provider ID Number	
<i>FEIN/Federal Tax ID</i>	
Total Amount Obligated to Subrecipient	Amount awarded will be determined by RIDOH 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: <div style="border: 1px solid black; width: 200px; height: 20px; margin: 0 auto;"></div>



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PROGRAM INFORMATION

State Agency Contacts	EOHHS	RIDOH
<i>Contact Name</i>	John Bonin	Alysia Mihalakos
<i>Contact Email</i>	OHHS.MedicaidCOS@ohhs.ri.gov	Alysia.Mihalakos@health.ri.gov

Start Date	December 23, 2021	End Date	June 30, 2022
Project Description In response to the growing number of coronavirus-2019 (COVID-19) positive cases and the increase utilization of hospital beds in the State, the Rhode Island Department of Health (RIDOH) published a request for nursing homes to submit plans for isolation spaces in their facilities. RIDOH, through EOHHS, is providing supplemental funding to those nursing facilities that operate designated isolation spaces that accept COVID-positive hospital discharge patients in order to expand access to nursing facility care for individuals no longer requiring a hospital level of care.			
Bank Account	Funds will be disbursed into the primary bank account into which your facility routinely receives payments via the RI EOHHS MMIS system. If your facility does not already have a primary account on file, an EOHHS team member will contact you to request this information.		

By submitting this Application for the **Nursing Facility Isolation Space Supplemental Funding**, 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 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.MedicaidCOS@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 **Nursing Facility Isolation Space Supplemental Funding 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 **Nursing Facility Isolation Space Supplemental Funding** 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 as defined by RIDOH.



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5. The Subrecipient's financial management system must provide the following:
 - 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.
 - Financial Reporting. Accurate, current, and complete financial reporting for each federal award, subaward or program.
 - 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.
 - 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.
 - 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.
 - 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. Funds received through this Program must be used for supplies required to operate the designated COVID-19 isolation space for admission of individuals no longer requiring a hospital level of care; such as hiring additional staff, implementing additional screening and sanitation measures, and/or caring for residents with higher acuity.



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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 purchases from this Program, demonstrating how funding was used, and how received.
4. Subrecipient agrees that the information listed for Subrecipient Agency in Attachment A for “Nursing Facility Provider Attestation to Establish COVID-19 Isolation Space” 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 RIDOH 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, RIDOH 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 RIDOH.
6. RIDOH 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.



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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. RIDOH 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 and RIDOH 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. Funding.
 - a. This Agreement is contingent upon and subject to the availability of funds for the purposes outlined in this Agreement. EOHHS and RIDOH 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 and RIDOH by the funding source or if the funding source issues guidance indicating that the award of funds under this Agreement is disallowed. EOHHS or RIDOH 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.
13. Prohibited Uses. Subrecipient agrees to promptly repay any funds that were used for unauthorized purposes or inappropriate expenditures to the State not later than ten (10) days after a written request from RIDOH or EOHHS or its designated agent if RIDOH or 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, the State may recoup such funds as soon as possible from any current or future payments of RIDOH or EOHHS to the Subrecipient under any program administered by RIDOH or 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.



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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 RIDOH and 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 RIDOH and 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.



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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 RIDOH and 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 RIDOH and 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 RIDOH and 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.



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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.



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Attachment A – Nursing Facility Provider Attestation to Establish COVID-19 Isolation Space

I, _____, hereby certify under the pains and penalties of perjury that I am the administrator or other duly authorized officer or representative of _____, located at _____, (hereinafter “nursing facility”) and that nursing facility meets the criteria established by RIDOH for the operation of a COVID-19 isolation space within the nursing facility. Specifically, I represent and warrant that:

I have actual knowledge that the following conditions are currently satisfied:

- The nursing facility must have identified and established a separate isolation space within the nursing facility in which it can isolate and care for COVID-19 positive residents; while this isolation space may include beds to be used for existing residents who test positive for COVID-19 beyond the minimum of 5 beds allocated for hospital discharges through this Program, those beds are not subject to the supplemental funds.
 - o The isolation space contains _____ number of beds and will remain available for 30 days for hospital discharges through this Program.
- The isolation space must meet the criteria described herein and the criteria outlined by the CDC in [Interim Infection Prevention and Control Recommendations to Prevent SARS-CoV-2 Spread in Nursing Homes | CDC](#) (guidance listed under “**Identify Space in the Facility that Could be Dedicated to Monitor and Care for Residents with Confirmed SARS-CoV-2 Infection**”).
- The isolation space established by the nursing facility must be on an isolated wing, unit, or floor that creates meaningful separation between the COVID-19 positive residents and the facility’s residents who are COVID-19 negative or untested and asymptomatic. A curtain or a moveable screen does not provide meaningful separation for the purposes of this requirement. Any measures used to create separation must meet Life Safety Code requirements.
- The isolation space must be separated in such a way that does not require nursing facility personnel maintaining the building or providing services to the residents in the isolation space to go through areas in which the negative or asymptomatic residents are receiving care.
- The nursing facility must have:
 - o Policies and procedures for maintaining strict infection control practices and testing protocols;
 - o Completed CMS designed training to help staff combat the spread of COVID-19 in nursing homes. CMS developed this training in consultation with the Centers for Disease Control and Prevention (CDC) and expert stakeholders and announced the training on August 25, 2020. The training is free to access on a public CMS website; instructions on how to create an account and take the training are available at qsep.cms.gov/welcome.aspx.
 - _____ (number) staff have completed the above referenced CDC training to help staff combat the spread of COVID-19 in nursing homes. This represents _____ (percent) of staff.
 - o Policies and procedures to ensure no comingling of COVID-19 positive residents with other residents outside of the isolation space;
 - o Separate and segregated staffing teams to provide care for the COVID-19 positive residents in the isolation space; and



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- o A heating, air conditioning, and ventilation system that has been serviced in accordance with manufacturer recommendations to include appropriate air filtration, increase circulation of outdoor air as much as possible, maintain adequate humidity; and as possible has undertaken reasonable efforts to create a negative pressure space.

To the best of my knowledge, the following conditions are currently satisfied:

- The nursing facility is in compliance with all applicable state and federal statutory and regulatory requirements, including but not limited to those established under: 216-RICR-40-10-1 Licensing of Nursing Facilities and 42 CFR 483 Requirements for States and Long Term Care Facilities.
- The nursing facility is compliant with current state and federal regulatory requirements for infection control practices in nursing facilities.
- The nursing facility has not had any immediate jeopardy incidents since January 1, 2021.

I commit to ensuring continued compliance with the following conditions for the duration of the this contract:

- The nursing facility shall remain in continued compliance with all conditions identified in items listed above for the duration of the Public Health Emergency or duration of operation of the designated isolation space.
- The nursing facility shall monitor and regularly update its practices based upon the most current infection control and COVID-19 guidance issued by RIDOH, CMS, and the CDC.
- The nursing facility shall not deny admission to a person because they are confirmed to be infected with COVID-19, regardless of whether the individual is entering from a hospital, the community, or another setting, unless the nursing facility documents that it does not have sufficient bed capacity, or is otherwise clinically unable to provide appropriate services to such person.
- The nursing facility shall be responsive to hospital requests for discharge planning and available to accept new admissions, as appropriate given its bed availability and clinical care capacity, from 7:00 a.m. to 7:00 p.m., seven (7) days a week.
- The nursing facility shall submit via email the following reports to RIDOH's Healthcare Coordination and Response Group in a format provided by RIDOH to include, but not limited to:
 - Census and number of open beds (by sex) in the isolation unit (report due daily).
 - Number of admissions per day, by sex, and by originating facility; list of discharges per week with length of stay of each resident (report due weekly).

Further, I hereby acknowledge that the nursing facility will cooperate fully with any audits, inspections, or requests for information or documentation related to its compliance with the conditions set forth in this memorandum. If the nursing facility becomes unable to comply with any condition set forth in this memorandum, I will promptly notify EOHHS via email at OHHS.MedicaidCOS@ohhs.ri.gov and Alysia Mihalakos, Chief, Center for Emergency Preparedness and Response at RIDOH at Alysia.mihalakos@health.ri.gov.



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Under the pains and penalties of perjury, I hereby certify that the above information is true and correct.

Printed Name:	
Title:	
Signature:	
Date:	

Please submit a scanned copy of the executed attestation via email to OHHS.MedicaidCOS@ohhs.ri.gov