

CORONAVIRUS RELIEF FUND (CRF) PAYMENT AGREEMENT
FOR NON-GOVERNMENTAL SHORT-TERM GENERAL HOSPITALS

February 2021

In accordance with Governor Lamont’s Executive Order No. 7EEE (EO 7EEE), Section 1, that was issued on June 30, 2020, and Section 17b-11 of the Connecticut General Statutes, the Department of Social Services (DSS) makes the CRF payment detailed below in accordance with this CRF Payment Agreement (“Agreement”). **NOTE: Please read this entire agreement carefully.**

Recipient:

Address:

CRF Payment Amount:

My signature below, for and on behalf of the above-named recipient, indicates acceptance of the above referenced payment and further certifies that: (1) I have the authority to execute this Agreement on behalf of the recipient and (2) the recipient will comply with all of the Specific and General Conditions set forth in this Agreement.

BY:

Signature of Authorized Recipient Official

Date

Print Name:

Title:

SPECIFIC CONDITIONS (SC) FOR CRF PAYMENT

SC 1. The Recipient shall apply the CRF payment listed above only to the following, to the extent applicable to the Recipient, and which shall be documented on the cost report required to be submitted to DSS pursuant to SC 3:

- a. Employee wages specifically related to Coronavirus Disease 2019 (COVID-19), including hazard pay, overtime and comparable costs for practitioners affiliated with the Recipient who work under contract to the Recipient and whose services are billed by the Recipient to health care payers;
- b. New costs related to COVID-19, including personal protective equipment, cleaning and housekeeping supplies, costs related to provision of telehealth services, costs related to enabling employees to telework, COVID-19 testing, and screening of patients, visitors, and employees for COVID-19; and

- c. Any other documented COVID-19 related costs that are eligible for the use of CRF funding under Section 601(a) of the Social Security Act, as added pursuant to Section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), as amended from time to time, and associated federal CRF requirements and guidance (collectively, “Federal CRF requirements”), including, but not limited to, to the extent applicable within Federal CRF requirements, costs such as business interruption related to COVID-19 closures or service reductions, each as documented on the cost report required to be submitted to DSS pursuant to SC 3.

- SC 2. Subject to prior approval by DSS and the conditions set forth in this paragraph, the Recipient shall apply a portion of the CRF payment listed above to one or more Sub-Recipients, as described below in this paragraph (“Sub-Recipient Allocation”).
 - a. To obtain such Sub-Recipient Allocation approval, the Recipient shall submit the request for such a Sub-Recipient Allocation to DSS as part of the cost report referenced in SC 3 and in accordance with cost report deadlines. The request must contain the proposed Sub-Recipient amount, and the name, and National Provider Identifier (NPI) of each proposed Sub-Recipient, and such request shall be deemed approved by DSS absent written objection within seven (7) business days of receipt of the request. The Sub-Recipient Allocation shall consist of the application of any portion of the CRF payment described in this Agreement by the Recipient to the eligible costs described in subparagraphs a. through c. of SC 1, of one or more entities, each of which must be all of the following: (A) a Connecticut-based subsidiary, affiliate or other entity under the control of, or under common control with, the Recipient, (B) either a licensed non-governmental short-term general hospital, ambulatory surgical center, or a physician organization, including, without limitation, a medical foundation established under chapter 594b of the Connecticut General Statutes, and (C) enrolled in good standing with DSS as a provider in the Connecticut Medical Assistance Program as a hospital, ambulatory surgical center, or physician group, as applicable (collectively defined as “Sub-Recipient”). The Recipient shall be responsible for assuring and demonstrating compliance with all Special and General Conditions of this Agreement with respect to any such CRF payments that the Recipient applies to eligible costs of a Sub-Recipient including, but not limited to, SC 3 and 4 regarding submitting cost reports and complying reporting requirements for all applicable costs, SC 6 and 7 related to audits, and SC 8 related to repayment of funds used for unauthorized purposes or ineligible expenditures. To the extent that the Recipient chooses to apply any portion of the CRF payment to a Sub-Recipient that is an eligible physician organization in accordance with this paragraph, the Recipient shall make reasonable efforts, within applicable eligible costs and to the extent feasible within the Recipient’s reasonable determination of ensuring all such costs are permissible in accordance with SC 1, to prioritize such amounts for primary care physician organizations or eligible primary care provider costs within physician organizations, as applicable.

- b. Subject to the conditions set forth in subparagraph a. of this paragraph, the Recipient shall submit a proposed Sub-Recipient Allocation within the cost report submitted to DSS that shall allocate not less than fifteen percent (15%) of the CRF payment listed above to any combination of eligible Sub-Recipients that are physician organizations (with a preference for primary care costs) or ambulatory surgical centers, provided that all such amounts are documented with eligible COVID-related costs on the cost report described in subparagraphs a. through c. of SC 1. The Recipient may request permission from DSS to waive or modify the 15% threshold for allocation to eligible Sub-Recipients if (i) the collective eligible COVID-related costs described in subparagraphs a. through c. of SC 1 for eligible Sub-Recipients are less than fifteen percent (15%) of the CRF payment listed above, as documented on the cost report, in which case, the Recipient shall submit a Sub-Recipient Allocation request to the full extent that such costs exist or (ii) applying such 15% threshold would create a financial hardship for the Recipient, defined as the Recipient having a net operating deficit for the fiscal year ending September 30, 2020 after applying all state and federal relief funds received for such fiscal year by the date of the request. The Recipient's request for a waiver or modification of the 15% threshold shall be submitted to DSS in writing with a demonstration of the hardship, if applicable, and the proposed waiver or lower threshold amount. The Recipient shall keep supporting documentation for such requested waiver or modification and shall provide it to DSS upon request. Such request shall be deemed approved by DSS absent written objection within seven (7) business days of receipt of the request.
- SC 3. For the period March 1, 2020 to September 30, 2020, the Recipient shall document expenditures, as applicable, in the categories set forth in SC 1 related to COVID-19 and enhanced income from all sources related to COVID-19. The Recipient shall retain such information and documents for at least five years and make such information and documentation available upon request. The Recipient shall complete and submit a cost report to DSS documenting said expenditures and income in a form and manner specified by DSS and may submit revisions to such cost report no later than March 30, 2021. On an ongoing basis, the Recipient shall track all federal COVID-19 relief funding received by the Recipient and its approved eligible Sub-Recipients, with specific documentation by each phase or other designation of such funds, including all such funds received after the execution of this Agreement ("Federal COVID-19 Funds"). In a form and manner specified by DSS and the Office of Policy and Management ("OPM"), the Recipient shall submit monthly reports to DSS and OPM detailing the receipt of Federal COVID-19 Funds.
- SC 4. The Recipient agrees to comply with all federal reporting requirements that may be specified by the U.S. Department of the Treasury, as well as DSS and OPM distribution methodology, reporting requirements and other standards and policies (DSS Standards) that have been established pursuant to EO 7EEE. All such DSS Standards, if any, will be posted to the DSS Web site at <https://portal.ct.gov/DSS/>.

- SC 5. The Recipient agrees that DSS has calculated the amount to be distributed through this payment in accordance with a methodology established by DSS, in consultation with OPM, to cover necessary expenditures, as applicable, in the categories set forth in SC 1 incurred due to the COVID-19 public health emergency and agrees with the application of this methodology to the Recipient.
- SC 6. The Recipient acknowledges that in accordance with EO 7EEE, all aspects of this CRF payment, including, but not limited to, audits related to determinations related to the amount of the payment, are not subject to rehearing or appeal in any forum (provided, however, that DSS will afford Recipient the informal opportunity to review and comment on draft DSS audit findings before any final audit report is issued, in accordance with SC 7). DSS will provide the Recipient with an informal opportunity to comment to DSS regarding this payment.
- SC 7. The Recipient acknowledges that this payment is subject to audit, agrees to cooperate fully with any audits, and that any funds not spent in accordance with applicable requirements are subject to recovery and recoupment, provided that DSS will afford Recipient the informal opportunity to review and comment on draft DSS audit findings before any final audit report is released.
- SC 8. The Recipient agrees to promptly repay any funds that were used for unauthorized purposes or inappropriate expenditures to DSS not later than ten days after written request from DSS or its designated agent if DSS determines that CRF payments were expended for purposes other than those authorized under this agreement and in accordance with EO 7EEE and the DSS Standards, as applicable, and such written request identifies the expenditures that DSS has determined to be inappropriate and the basis for such determination. If the Recipient does not repay such funds upon request, DSS may initiate recoupment of the funds pursuant to the general conditions for CRF payment below and take any other actions that it deems necessary to recover such funds.

GENERAL CONDITIONS (GC) FOR CRF PAYMENT

The Recipient agrees:

1. To comply with all federal and state statutes, regulations, policies, guidance and orders pertaining to the activities and actions related to receipt of CRF payment, as amended from time to time.
2. To continually adhere to applicable professional standards governing medical care and services and to continually meet all applicable state and federal licensure, accreditation, certification or other regulatory requirements, including all applicable provisions of the Connecticut General Statutes and any rule, regulation or agency policy, guidance and order and certification in the Medicare program, if applicable.

3. To furnish all information requested by DSS specified in applicable forms related to receipt and documentation of CRF payment and eligible expenditures related thereto, and, further, to notify DSS or its designated agent, in writing, of all material and/or substantial changes in information submitted to DSS.
4. To furnish material and/or substantial changes in information including changes in the status of Medicare, Medicaid, or other Connecticut medical assistance program eligibility, recipient's license, certification, or permit to provide services in/for the State of Connecticut, and any change in the status of ownership of the Recipient, if applicable.
5. To maintain all records for a minimum of five years or for the minimum amount of time required by federal or state law governing record retention, whichever period is greater. In the event of a dispute concerning goods and services provided to a client, or in the event of a dispute concerning reimbursement, documentation shall be maintained until the dispute is completely resolved or for five years, whichever is greater. The Recipient acknowledges that failure to maintain all required documentation may result in the disallowance and recovery by DSS of any amounts paid to the Recipient for which the required documentation is not maintained and provided to DSS upon request.
6. To maintain, in accordance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to 1320d-8, inclusive, and regulations promulgated thereto, as amended from time to time, and other applicable statutes and regulations, the confidentiality of applicable information. Disclosure of applicable information may be made under appropriate circumstances, including to DSS or its authorized agent in connection with the verification or audit of CRF payments and expenditures related thereto, in connection with an investigation, prosecution, or civil, criminal, or administrative proceeding related to the CRF payments, and as otherwise required by state or federal law.
7. To disclose, upon request, all documentation related to receipt of CRF payments and activities related thereto, to DSS, OPM, U.S. Department of Treasury, and any other authorized state or federal agency, in accordance with applicable state and federal law.
8. To maintain a written contract with all subcontractors which fulfills the requirements that are appropriate to the service or activity delegated under the subcontract, and, to provide upon request of DSS, OPM, U.S. Department of Treasury, and any other authorized state or federal agency, full and complete information about the ownership of any subcontractor or any significant business transaction. No subcontract, however, terminates the legal responsibility of the Recipient to DSS to assure compliance with all conditions of this Agreement. The Recipient shall furnish to DSS upon request copies of all subcontracts in which monies covered by this Agreement are to be used. Further, all such subcontracts shall include a provision that the subcontractor will comply with all pertinent requirements of this Agreement.

9. To abide by all DSS Standards, as described in SC 4 related to CRF payments, which shall be binding upon receipt or posting to the DSS website unless otherwise noted. The Receipt shall be presumed when the standards or a link to such standards have been posted to the DSS website.
10. To timely submit all financial information required under federal and state law.
11. To refund promptly (within 30 days of receipt) to DSS or its fiscal agent any duplicate or erroneous payment received. Further, to make repayments to DSS or its fiscal agent, or arrange to have future payments from the DSS program(s) withheld, within 30 days of receipt of notice from DSS or its fiscal agent that an investigation or audit has determined that an overpayment to the Recipient has been made. The Recipient is liable for any costs incurred by DSS in recouping any overpayment.
12. To promptly make full reimbursement to DSS or its fiscal agent any federal disallowance incurred by DSS when such disallowance relates to CRF payments previously made to the Recipient.
13. To maintain fiscal and programmatic records which fully disclose the use of CRF payments for eligible uses, which will be made available to authorized DSS representatives upon request, in accordance with all state and federal statutes and regulations.
14. To cooperate fully and make available upon demand by federal and state officials and their agents all records and information that such officials have determined to be necessary to assure the appropriateness of CRF payments made to the Recipient and the eligible uses related thereto and compliance with all Conditions and standards. Such records and information shall include, without necessarily being limited to, the following: financial records maintained in accordance with generally accepted accounting principles, unless another form is specified by DSS; and all other records as may be found necessary by DSS or its agent in determining the Recipient's compliance with any federal or state law, rule, regulation, or policy.
15. That any CRF payment, or part thereof, which represents an excess over the appropriate payment, or any payment owed to DSS because of a violation due to abuse or fraud, shall be immediately repaid to DSS. Any sum not so repaid may be recovered by DSS in accordance with this Agreement or in an action by DSS brought against the Recipient.
16. That in addition to the above provisions, the Recipient agrees that:
 - a. amounts paid to the Recipient by DSS shall be subject to review and adjustment upon audit or due to other acquired information or as may otherwise be required by law;
 - b. whenever DSS makes a determination, which results in the Recipient being indebted to DSS for any CRF funds that were used for unauthorized purposes or inappropriate expenditures, DSS may recoup said funds as soon as possible from any of DSS's current and future payments to the Recipient under any program administered by DSS;

- c. in a recoupment situation, DSS may determine a recoupment schedule of amounts to be recouped from the Recipient's payments after consideration of the following factors:
 - (1) the amount of the indebtedness;
 - (2) the objective of completion of total recoupment of CRF funds that were used for unauthorized purposes or inappropriate expenditures as soon as possible;
 - (3) the cash flow of the Recipient; and
 - (4) any other factors brought to the attention of DSS by the Recipient relative to the Recipient's ability to function during and after recoupment;
- d. DSS may recoup the amount of CRF funds used for unauthorized purposes or inappropriate expenditures from the current and future payments to the Recipient regardless of any intervening change in ownership or control of the Recipient;
- e. if the Recipient owes money to DSS, including money owed for prior years or pursuant to prior recipient agreements, DSS or its fiscal agent may offset against such indebtedness any liability to another recipient which is owned or controlled by the same person or persons who owned or controlled the first recipient at the time the indebtedness to DSS was incurred. In the case of the same person or persons owning or controlling two or more recipients but separately incorporating them, whether the person or persons own or control such corporations shall be an issue of fact. Where common ownership or control is found, this subparagraph shall apply notwithstanding the form of business organizations utilized by such persons e.g. separate corporations, limited partnerships, etc.; and
- f. DSS' decision to exercise, or decision not to exercise, its right of recoupment shall be in addition to, and not in lieu of, any other means or right of recovery DSS may have.

17. That suspension, sanction or termination from one or more other programs administered by DSS may result if the Recipient is sanctioned by DSS for having engaged in fraudulent or abusive program practices or conduct related to receipt of CRF payments.

18. To abstain from discrimination or permitting discrimination against any person or group of persons on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, intellectual disability, mental or physical disability, including, but not limited to, blindness or payor source, in accordance with the laws of the United States or the State of Connecticut. The Recipient further agrees to comply with:

- a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the regulations, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal Financial Assistance from the Department of Health and Human Services;
- b. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq., (hereafter the “Rehabilitation Act”) as amended, and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of the Rehabilitation Act and the regulations, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Recipient receives Federal Financial Assistance from the Department of Health and Human Services;
- c. Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681, et seq., as amended, and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the regulations, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any educational program or activity for which the Recipient receives Federal Financial Assistance from the Department of Health and Human Services; and
- d. the civil rights requirements set forth in 45 C.F.R. Parts 80, 84, and 90.