

STATE OF CONNECTICUT | DEPARTMENT OF SOCIAL SERVICES

55 Farmington Avenue | Hartford, CT 06105

NOTICE OF CORONAVIRUS RELIEF FUND (CRF)
STANDARD PAYMENT AND HARDSHIP PAYMENTS FOR NURSING FACILITIES

June 2020

In accordance with Governor Lamont's Executive Order No. 7NN, Sections 5, 7 and 8, and Section 17b-11 of the Connecticut General Statutes, the Department of Social Services (DSS) makes the CRF payment(s) detailed below.

Recipient:

Address:

CRF Payment Amount:

(Use Amount Listed on DSS Spreadsheet Posted at <https://portal.ct.gov/DSS/Health-And-Home-Care/Medicaid-Nursing-Home-Reimbursement/Medicaid-Nursing-Home-Reimbursement>)

Hardship Relief CRF Payment Amount (if applicable):

(DSS will add amount after approval)

_____ Initials of Authorized Recipient Official _____ Date

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; (2) CRF funding will only be used to cover costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and (3) the recipient will comply with all attached Conditions.

BY:

Signature of Authorized Recipient Official

Date

Print Name:

Title:

SPECIFIC CONDITIONS (SC) FOR CRF PAYMENT

SC 1. The Recipient shall apply CRF payment funding only to the following:

- a. Employee wages specifically related to COVID-19, including staff retention incentive payments, overtime and shift incentive payments;

- b. New costs related to screening of visitors for COVID-19, personal protective equipment, and cleaning and housekeeping supplies; and
 - c. Other 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 Act (P.L. 116-136) and associated federal CRF requirements and guidance.
 - d. The utilization of CRF payment funding for COVID-19 testing expenses of staff consistent with the testing requirements established pursuant to Executive Order 7UU, issued June 1, 2020, or as amended in a subsequent executive order, is considered an eligible expense from the CRF grants.
- SC 2. As a condition of receiving the payment, the Recipient shall take the following actions and provide reports to DSS to document ongoing performance of said actions:
- a) Effective on and after June 14, 2020, and continuing until August 31, 2020, the Recipient shall provide either:
 - 1. to the extent permitted by federal law, and if eligible, up to 80 hours paid leave for all full-time employees (or, for part-time employees, a two-week equivalent based on regularly scheduled hours) in accordance with the applicable provisions of the Emergency Paid Sick Leave Act (EPSLA), enacted under the federal Families First Coronavirus Relief Act (P.L. 116-127), for employees who (a) test positive for COVID-19; (b) are quarantined for COVID-19; or (c) show symptoms of COVID-19 infection; or
 - 2. at least the equivalent paid leave that would be provided under the EPSLA as described above in (1).
 - b) The Recipient shall cover medically necessary COVID-19 testing and treatment with no out of pocket costs for their employees and their dependents up to June 3, 2020. The State will cover the costs of testing nursing home staff from June 3, 2020 through August 31, 2020.
- SC 3. Effective from March 1, 2020 to June 30, 2020, the Recipient shall track both expenditures and enhanced income from all sources through COVID-19 specific cost reports to confirm COVID-19 related costs in a form and manner provided by DSS, including the Nursing Facility COVID-19 Emergency Period Reporting Form/Hardship Request (form attached).
- SC 4. The Recipient agrees to submit the required Nursing Facility COVID-19 Emergency Period Reporting Form/Hardship Request designated by DSS, and agrees to furnish all cost and financial information requested by DSS or its designated agent, including, but not limited to, financial records maintained in accordance with generally accepted accounting principles, audited financial reports, purchase orders, receipts, travel reimbursement, third party contractual

agreements, payroll records, and any and all other records as may be found necessary by DSS or its agent in determining compliance with any federal or state law, rule, regulation, or policy.

- SC 5. Using the Nursing Facility COVID-19 Emergency Period Reporting Form/Hardship Request, the Recipient may request CRF hardship relief (in addition to the standard CRF payment) to the extent necessary to avoid substantial deterioration of the facility's financial condition that may be expected to adversely affect resident care and the continued operation of the facility as a result of COVID-19 related expenditures. Requests for hardship relief for the period of March 1, 2020 through May 31, 2020 shall be submitted no later than June 30, 2020 and requests for hardship relief for the month of June 2020 shall be submitted no later than July 31, 2020. When reviewing a request for hardship relief funding, DSS shall, at a minimum, consider the following: (1) existing chronic and convalescent nursing homes or rest homes with nursing supervision utilization in the area and projected bed need; (2) physical plant long-term viability and the ability of the owner or purchaser to implement any necessary property improvements; (3) licensure and certification compliance history; (4) reasonableness of actual and projected expenses as related to COVID-19; (5) the ability of the facility to meet wage and benefit costs; (6) compliance with Department of Public Health guidance disseminated to nursing home facilities in response to COVID-19, including, but not limited to, compliance with infection control measures, appropriate utilization of personal protective equipment, and required staffing configurations, to reduce the transmission of COVID-19; and (7) whether facilities have explored other federal funding opportunities to address COVID-19 related expenditures prior to seeking additional CRF hardship relief. The Recipient must demonstrate to DSS that such CRF payments are utilized only for eligible expenditures incurred for actions taken to respond to COVID-19 in accordance with applicable state and federal requirements and guidance. The Recipient agrees to DSS applying these factors. If applicable, by initialing this Form, the Recipient further agrees to the specific amount of CRF hardship relief approved by DSS, if any.
- SC 6. 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 Office of Policy and Management (OPM) distributions, reporting and other standards and policies (DSS Standards) that have been established pursuant to Governor Lamont's Executive Order 7NN (EO 7NN) that was issued on May 13, 2020. All such DSS Standards will be posted to the DSS website at <https://portal.ct.gov/DSS/Health-And-Home-Care/Medicaid-Nursing-Home-Reimbursement/Medicaid-Nursing-Home-Reimbursement>.
- SC 7. The Recipient agrees that DSS has calculated the amount of funds to be distributed through this payment in accordance with a methodology established by DSS, in consultation with OPM, to cover necessary expenditures incurred due to the COVID-19 public health emergency and agrees with the application of this methodology to the Recipient.
- SC 8. The Recipient acknowledges that in accordance with EO 7NN, this payment, including audits related to this payment, is not subject to rehearing or appeal in any forum. In accordance with

the DSS Standards, the Recipient will be provided with an informal opportunity to comment to DSS regarding this payment distribution and audits.

- SC 9. 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.
- SC 10. 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 a written request from DSS or its designated agent if DSS determines, based upon the information submitted in the Nursing Facility COVID-19 Emergency Period Reporting Form/Hardship Request, that CRF payments were expended for purposes other than those authorized under this agreement and in accordance with EO 7NN and the DSS Standards. 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 recovery such funds.

GENERAL CONDITIONS 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 they may be 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 may be 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 Notice. The Recipient shall furnish to DSS upon request copies of all subcontracts in which monies covered by this Notice are to be used. Further, all such subcontracts shall include a provision that the subcontractor will comply with all pertinent requirements of this Notice.
9. To abide by all DSS and OPM standards related to CRF payments, which shall be binding upon receipt or posting to the DSS website unless otherwise noted. Receipt shall be presumed when the standards or a link to such standards have been posted to 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 of 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 funding 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 paid to DSS. Any sum not so repaid may be recovered by DSS in accordance with this Notice 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 the 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 the DSS' 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. the 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 subsection 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, mental retardation, 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.