

COVID-19 NECESSARY EXPENDITURES REIMBURSEMENT
AGREEMENT AND ATTESTATION
UPDATED 9-10-2020

Nursing Facility Name: _____

Nursing Facility Address: _____

National Provider Identifier Number: _____

This is an Agreement and Attestation (hereinafter referred to as “the Agreement”) between the Alabama Nursing Home Education Foundation (“the Foundation”) and _____ (hereinafter referred to as “the Facility”) for the distribution of supplemental payments from federal funds.

I, _____, am the _____ of _____, and I certify and agree that:

1. I have the authority on behalf of the Facility to request payment from the State of Alabama by and through the Foundation from the allocation of funds to the State of Alabama from the Coronavirus Relief Fund as created in the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law 116-136) and other applicable federal law. I confirm that entering into this Agreement is a precondition of Facility’s being eligible to apply for funds outlined below, and I further certify that I have the full authority to fully bind the Facility to the terms and conditions of this Agreement.

2. The Foundation will not make any payment unless the facility submits the following in respect to each funding request:

a. If requesting reimbursement for expenditures of specific direct non-testing COVID items:

(i) Itemized Invoice of necessary expenditures specifying the following information:

- Date of the expenditure; and
- Detailed description of the item/service.

(ii) Other Relevant Documentation, which includes but is not limited to:

- Sales Receipts;
- Invoices; or
- Summary of claimed wage costs.

If sales receipts or invoices related to services provided to staff or patients (such as COVID-19 testing), the individual names must be removed/redacted from the sales receipts and invoices, but the other pertinent information shown; such as date of service, cost, and type of service. The Facility must retain un-redacted records.

b. If requesting funding is related to insufficient monthly revenue:

- Prescribed Insufficient Monthly Revenue Worksheet.

- c. If requesting COVID-19 testing reimbursement, the following:

Documentation, such as laboratory invoices, purchase orders or sale receipts, evidencing:

- number of tests performed;
- the date tests performed; and
- costs of each test.

The names of persons tested must be removed from the above documentation prior to submission, and if the submitted invoice includes the cost for any test(s) not related to a COVID-19 test such cost must be clearly identified and subtracted from the invoice total.

- d. Each request for payment will include a reaffirmation of this Agreement and Attestation.

3. The Facility understands that the funds paid under this Agreement are not funds for participation in or for services rendered through the Alabama Medicaid program.

4. The aggregate Funds available are limited and subject to appropriation. The appropriated funds are capped for the purposes of this Agreement at (a) eighteen million one hundred twenty thousand dollars (\$18,120,000.00) for the costs of COVID-19 testing; and (b) fifty million dollars (\$50,000,000.00) to prevent, prepare for, and respond to coronavirus per the CARES Act. The payment for COVID-19 necessary expenditures incurred by a facility or replace insufficient revenue of a facility will be made to facilities upon application and qualification until the funds are exhausted, or by December 15, 2020, whichever occurs first. In any month where claims exceed amounts available to the Foundation from the State, the Foundation reserves the right to provide the requesting facilities a pro rata share of the available funds.

5. The Facility understands that the Foundation will rely on this Agreement as a material representation in making a payment to the Facility.

6. The Facility understands that to apply for a payment under this Agreement, I first must submit this Agreement to the Foundation's third party accounting firm of Aldridge Borden & Company at <https://us5-cloud.acronis.com/fc/access#/nodes>

7. I understand that to apply for payment I must submit the information required as outlined in Item 2. above, to the accounting firm of Aldridge Borden & Company through the Acronis Sync and Share Portal at the url listed in Item 6.

8. The Facility certifies that (a) the claimed costs were used only to cover those costs that are necessary expenditures incurred due to the public health emergency with respect to COVID-19 ("necessary expenditures") incurred during the period that begins on April 1, 2020, and ends on December 15, 2020; (b) the lab costs were related to COVID-19 testing incurred during the period of March 19, 2020 and ending December 15, 2020; and (c) claimed insufficient revenue was incurred during the period that begins on April 1, 2020, and ends on December 15, 2020.

9. The Facility consents to the State of Alabama publicly disclosing the payment(s) the Facility received as a result of this Agreement. The Facility acknowledges that such disclosure may allow some third parties to estimate the Facility's gross receipts or sales, program service revenue or other equivalent information.

10. The Facility shall strictly follow and comply with all federal law and guidance issued or to be issued on what constitutes a necessary expenditure. Noncompliance of any term in this Agreement by a nursing facility in any manner shall subject to the Facility to recoupment of some or all of the payment and shall be a debt due to the State, and shall be returned to the State of Alabama within thirty (30) days of request.
11. The Facility shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts, and documentation related to the worksheet calculation of claimed funds related to insufficient revenue. Such documentation shall be reproduced to the State of Alabama upon request.
12. The Facility is prohibited from using any funds paid through this agreement for any service or item that has been or may be paid or claimed for any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature), or any other federal funds for that same expense. The funds being provided are used to support efforts that are directly related to their response to prepare, prevent, and respond to the COVID-19 pandemic.
13. This Agreement shall not be binding upon the Foundation for any period in which funds have not been appropriated, and the Foundation shall not be liable for any damages or costs, including attorney's fees, associated with lack of appropriations.
14. The Foundation reserves the right to terminate the Agreement, without penalty or termination costs, if such funds are not available.
15. The Facility shall pay, indemnify, save and hold harmless the Foundation, including its agents, employees, and assigns, from every expense, liability, or payment arising out of Facility's misconduct or negligent act.
16. The Facility shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP).
17. The Facility shall have in place management and fiscal controls that are adequate to assure full performance of the Facility's obligations under this Agreement.
18. The Facility provider shall allow the State of Alabama, or its authorized auditors or representatives to inspect and examine the nursing facility's premises and/or records, which relate to the Agreement at any time during the period of the Agreement and the nursing facility shall retain all records pertaining to this Agreement for ten (10) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the ten year (10) limitation and has not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The Facility shall safeguard and keep such records for such additional time as directed by the State of Alabama. The obligation of the Facility to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.
19. Receipt of payments by the Facility does not constitute earning of these funds and is subject to verification provisions stated herein.

20. The Facility understands and acknowledges that the State of Alabama shall have the right to recover from the Facility all funds for which adequate verification and full documentation of expenditures is not maintained.

a. Adequate verification and full documentation shall be defined as maintaining records in such a manner that an orderly examination by a reasonable person:

- 1) is possible;
- 2) can be conducted without the use of information extrinsic to the records;
- 3) can readily determine whether the good or services were in fact provided; and
- 4) can readily determine whether the goods/services were provided in accordance with the terms of this Agreement and applicable federal and state regulations.

21. The Facility understands that the Foundation has engaged the accounting firm of Aldridge Borden to process claims submitted by Facility. The Foundation, by and through Aldridge Borden, at its sole discretion, may:

- a. reject any invoice for good cause;
- b. make invoice corrections and/or changes with appropriate notification to the Facility; and
- c. recover from the Facility any funds for which adequate verification and documentation of expenditures, if required, is not maintained.

22. The Facility acknowledges that the failure of the Facility to submit required invoices, schedules, worksheets, certifications, and other documentation supporting submitted claims when due, may result in recoupment of payment under the Agreement. In the event of non-compliance with contractual or performance requirements, the State of Alabama, at its sole discretion, may:

- a. require repayment for all or part of the goods and/or services in non-compliance under this Agreement; or
- b. withhold payments pending correction of the compliance deficiency by the Facility; or
- c. withhold further payments for goods and/or services; or
- d. take any action in law or equity that it deems necessary and appropriate in a court of competent jurisdiction to enforce this Agreement and/or to recover any funds provided under this Agreement improperly expended by the Facility.

23. The Facility acknowledges this Agreement involves the expenditure of federal funds. Therefore, for any federal funds used, the Facility shall comply with the requirements of the CARES Act and other applicable federal and state law.

24. The Facility provider shall immediately notify the Foundation of any changes in circumstances that would impact the Facility's ability to perform all of the requirements of this Agreement. Notice shall be provided no later than three (3) business days after the change.

I certify under the penalties of perjury, that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

By: _____

Signature: _____

Title: _____

Date: _____

Subscribed _____ and sworn to before me this _____
day of _____, 2020.

Notary Public

My commission expires _____ .