



LONG TERM CARE

Stabilization Program



APPLICATION

Email your completed application to **LTCSPAYMENT@NHES.NH.GOV**

Business Name _____

Address 1 _____ Address 2 _____

City _____ State _____ Zip _____

Business Contact _____ Title _____

Contact Email _____ Contact Phone _____

FEIN/Tax ID _____ Type of Business _____

NH State Vendor Number (if known) _____ Medicaid Provider ID Number _____

Total Number of workers providing **QUALIFYING FRONTLINE SERVICES**? _____

ON PAGE 2, please list the number of workers **CURRENTLY** providing **QUALIFYING FRONTLINE SERVICES**; please list the totals below:

TOTAL NUMBER FULL-TIME CURRENT FRONTLINE WORKERS: _____

TOTAL NUMBER PART-TIME CURRENT FRONTLINE WORKERS: _____

ON PAGE 3, please list the employees you plan to **RECRUIT**; list the totals below:

TOTAL NUMBER FULL-TIME EMPLOYEES RECRUITED: _____

TOTAL NUMBER PART-TIME EMPLOYEES RECRUITED: _____

*By submitting this application for a **LTCS PAYMENT** I acknowledge that I am authorized to submit this request on behalf of the employer and that all of the information provided is accurate to the best of my knowledge and ability. I acknowledge that all the workers submitted in this application are required to be in the facility and are not working remotely. I acknowledge the **State of New Hampshire** is relying upon the information as submitted in order to determine whether to issue a **LTCS PAYMENT**. Therefore, if I become aware of any inaccuracies in the information provided, I will immediately notify the **State of New Hampshire**.*

Signature _____

Title _____

Print Name _____

Date _____

EXHIBIT A
TERMS AND CONDITIONS OF APPLICATION FOR FUNDS FROM
THE LONG TERM CARE STABILIZATION PROGRAM

I. PURPOSE

The following Terms and Conditions, when applied to the Application, establish an agreement that defines and documents the obligations of the New Hampshire Department of Employment Security (“Department” or “NHES”) and the Medicaid Service Provider (“APPLICANT”) in connection with APPLICANT’S receipt of a LONG-TERM CARE STABILIZATION PAYMENT (“LTCS PAYMENT”) for workers/contractors providing frontline services for Medicaid providers.

In response to the COVID-19 Public Health Emergency, the Governor, through Emergency Order 31, has established the COVID-19 Long-Term Care Stabilization Program (“Program”) to help stabilize frontline work of certain qualified Medicaid providers (“Qualified Medicaid Provider”) that is not able to be conducted remotely.

The Program is limited to Qualified Medicaid providers, who support aging seniors, people with developmental disabilities, and individuals with mental health and substance abuse disorders, through residential or community/home-based care. The Program will provide temporary stabilization funding to incentivize Frontline Workers to remain or rejoin this critical workforce during the COVID-19 Emergency. The Program will help ensure that these critical Frontline Workers, who support some of New Hampshire’s most vulnerable persons, are able to provide continued services throughout the COVID-19 Emergency. By submitting this Application the APPLICANT is certifying to meeting these requirements.

II. APPLICANT’S CERTIFICATIONS

By signing and submitting this Application seeking LTCS PAYMENTS:

1. The APPLICANT is certifying to being a qualified Medicaid provider.
2. The APPLICANT is certifying to being authorized as provided by the governing board of the APPLICANT to apply for LTCS PAYMENTS.
3. The APPLICANT is certifying to being a corporation in good standing in the State of New Hampshire.
4. The APPLICANT is authorized to agree and does agree to comply with all of the Terms and Conditions included in this Application, specifically Exhibit A.

III. OBLIGATIONS OF THE PARTIES

1. The APPLICANT shall submit a weekly payment certification form, on the form provided by NHES, certifying the number and identity of Frontline Workers who are either employed by APPLICANT or provide qualifying services under contract with APPLICANT who are eligible to receive the LTCS PAYMENT. The weekly payment certification forms shall be filed following written notification by NHES to the APPLICANT of approval, and shall be filed starting each Sunday for the prior workweek comprised of Sunday through Saturday and shall include all required employment information as required by NHES.
2. Weekly payment certification forms submitted by APPLICANT can be filed retroactively and include previous workweeks starting April 19, 2020. However, each submitted weekly payment certification form shall only include a one week period.
3. NHES shall cause to be issued to APPLICANT a LTCS PAYMENT that will be calculated based upon the total number of Frontline Workers employed by or contracted under and certified weekly by APPLICANT at the Subject Facility(ies) in New Hampshire multiplied by \$300 for a full-time Frontline Worker or \$150 for a part-time Frontline Worker.
4. A Frontline Worker who works 30 hours or more per week of front line service for an APPLICANT is considered a “full-time Frontline Worker” for this Program. A Frontline Worker who works for less than 30 hours per week, but at least a minimum of 7.5 hours per week, of front line service for an APPLICANT is considered a “part-time Frontline Worker.” An individual Frontline Worker shall not receive more than a total of \$300 per week in LTCS PAYMENTS, even if that individual is employed by two APPLICANTS. A part-time Frontline Worker who works for two APPLICANTS is eligible to earn two \$150 LTCS Payments if he or she works at least 7.5 hours of front line service for each APPLICANT.
5. APPLICANT shall maintain records documenting the names, addresses, and hours and locations worked by Frontline Workers for whom LTCS PAYMENTS are certified. This documentation shall be produced to NHES upon its request.
6. APPLICANT shall provide 100% of the LTCS PAYMENT to Frontline Workers in the amount of \$300 per week per full-time Frontline Worker or \$150 per week per part-time Frontline Worker. This LTCS PAYMENT shall be paid in accordance with and at the same frequency as APPLICANT’S regular employee/contractor compensation schedule. The LTCS PAYMENT can be paid with the Frontline Worker’s regular compensation or as a separate payment, as determined by APPLICANT. APPLICANT shall maintain documentation of the payment of the LTCS PAYMENT and of the redemption of the LTCS PAYMENT by the Frontline Worker. Such documentation can be provided through APPLICANT’S payroll or accounts payable systems. This documentation shall be produced to NHES upon its request.
7. If a Frontline Worker ceases his or her employment during a workweek, that Frontline Worker is eligible for either the full-time or part-time LTCS PAYMENT based on the number of hours worked in that Frontline Worker’s final work week. The LTCS PAYMENT shall be provided to the former Frontline Worker as part of the former employee’s/contractor’s final compensation.
8. APPLICANT shall return and/or reimburse all LTCS PAYMENTS received for which the intended Frontline Worker has since ceased being employed/contracted by APPLICANT and who cannot be located in order to provide the final LTCS PAYMENT earned in accordance with Paragraph 6 above.

9. NHES shall provide prospective job candidates with information from APPLICANT detailing open positions for which APPLICANT seeks to hire. NHES shall provide this information to individuals currently filing for unemployment compensation benefits who were employed in a similar sector.
10. APPLICANT shall notify NHES of all newly hired Frontline Workers as well as all Frontline Workers previously reported who are no longer employed by APPLICANT. This information shall be reflected in the next weekly certification filed with NHES after the hiring or cessation of employment of the applicable Frontline Workers.
11. Neither APPLICANT nor NHES is an agent or employee of the other. Neither Party, nor any of its officers, employees, agents, or members, shall have authority to bind the other or receive any benefits, workers' compensation or emoluments provided by either NHES or APPLICANT to its respective employees.
12. Nothing in the Terms and Conditions of this Application, including specifically, but without limitation, the LTCS PAYMENT, is intended to or will create an employment relationship between NHES and any individual employed by APPLICANT.
13. The Parties do not intend to benefit any third parties and this Application shall not be construed to confer any such benefit.
14. It is understood and agreed that the Terms and Conditions of this Application, including specifically, but without limitation, the LTCS PAYMENT, will be funded by amounts currently available to the State of New Hampshire for this purpose. In the event that such funding is reduced, suspended, or terminated for any reason, or if applicable laws/administrative rules are changed, the State shall have the right to terminate this agreement, de-obligate funds, or negotiate appropriate modifications to this agreement.
15. The first phase of this Program is funded through non-Medicaid funds. Payments will be processed by NHES and sent directly to APPLICANT. The second phase of the Program will be funded through Medicaid, with approval of the Centers for Medicare and Medicaid Services ("CMS"), through the state's Medicaid program. If CMS approves, then the second phase payments will be made by the New Hampshire Department of Health and Human Services directly to APPLICANT. If CMS does not approve the second phase and/or Medicaid funds are not available, the Program will end on June 30, 2020.
16. The LTCS PAYMENT is contingent on the approval of the Governor, through the Office of the Attorney General, pursuant to RSA 4:45 and RSA 21-P.
17. Either Party may terminate this agreement at any time by giving 30 calendar days advance written notice to the other Party.
18. The LTCS PAYMENT shall be construed in accordance with the laws of the State of New Hampshire.
19. The LTCS PAYMENT does not abridge or limit, nor shall it be interpreted as abridging or limiting, the sovereign or official immunity to which the State and its representatives and agents are lawfully entitled.

By submitting this application for a LTCS PAYMENT and signing below on behalf of the applicant organization I am agreeing on behalf of the applicant to comply with the TERMS AND CONDITIONS contained herein in this EXHIBIT A. Further, I acknowledge that I am authorized to submit this application on behalf of the applicant and that all of the information provided herein is accurate to the best of my knowledge and ability. I acknowledge the State of New Hampshire is relying upon the information as submitted in this application in order to determine whether to issue approval for LTCS PAYMENTS. If the applicant becomes aware of any inaccuracies in the information contained herein, the applicant shall immediately notify the State of New Hampshire.

Signature

Date

Applicant Name

Date