ATTACHMENT A – PURPOSE AND JUSTIFICATION AND ADDITIONAL TERMS

1. Purpose

Pursuant to the Contract, EOHHS will reimburse qualified Residential and Congregate Care Programs as defined in the Residential and Congregate Care Programs: 2019 Novel Coronovirus (COVID-19) Surveillance Testing Guidance, Appendix A, issued August 14, 2020, and updated on August 27, 2020, for certain testing costs associated with COVID-19 surveillance testing at its residential congregate care physical locations performed in accordance with the above referenced guidance and as further described herein.

This Contract is by and between EOHHS and **Insert Residential Congregate Care Program Provider** (“Contractor”).

1. Emergency Justification

This contract is being entered into on an emergency basis during the COVID-19 public health crisis in order to promote the identification and reduced transmission of the COVID-19 virus in residential and congregate care program settings and other settings as set forth in this contract.

1. Definitions

For the purposes of this Contract, the term “staff” includes all persons, paid or unpaid, working or volunteering at each of the Contractor’s residential or congregate care physical locations, who have the potential for exposure to residents or to infectious materials, including body substances, contaminated medical supplies and equipment, contaminated environmental surfaces, or contaminated air. Staff includes, but is not limited to, physicians, nurses, nursing assistants, therapists, technicians, dental personnel, pharmacists, laboratory personnel, autopsy personnel, students and trainees, contractual personnel including those employed by temporary nurse staffing agencies, and persons not directly involved in resident care (such as clerical, dietary, housekeeping, laundry, security, maintenance or billing staff, chaplains, and volunteers) but potentially exposed to infectious agents that can be transmitted to and from staff and residents. Staff does not include persons who work entirely remotely or off-site, employees on leave or otherwise not working for the entirety of the relevant testing period (such as those on paid family medical leave), or staffing provided at the Commonwealth’s expense (such as those provided by EOHHS through a clinical rapid response team or the Massachusetts National Guard). Further, because the EOHHS Congregate Care Surveillance Testing Guidance does not recommend that staff or residents who have previously tested positive for COVID-19 get retested as part of baseline or surveillance testing, staff does not include persons who have previously tested positive for COVID-19.

For the purposes of this Contract, the term “resident” means an individual residing in one of the Contractor’s congregate care physical locations during the applicable testing period.

For the purposes of this Contract, the term “testing period” means the period in which the Contractor must complete baseline, biweekly surveillance, or other resident or staff testing as specified in the EOHHS Congregate Care Surveillance Testing Guidance. The baseline testing period covers August 1, 2020 through September 30, 2020. Subsequent testing periods will each last for two weeks, from Wednesday at 7:00 a.m. through the second subsequent Wednesday at 6:59 a.m., with the first testing period running from September 30, 2020, through October 14, 2020.

1. Reimbursement

EOHHS will reimburse the Contractor for eligible staff and resident tests conducted during the testing period, and as described herein. In order to be reimbursed for eligible staff and resident tests, the Contractor must have arranged for and paid directly for testing for its staff and residents, must maintain documentation of such payment, must produce such documentation upon EOHHS’s request, and must report the costs of such staff and resident testing in the form and format as designated by EOHHS, and as specified in the Congregate Care Surveillance Testing guidance.

1. Staff and Resident Tests Eligible for Reimbursement

Tests eligible for reimbursement under this contract are tests that meet all of the following criteria:

* 1. Staff and resident tests that were arranged for and paid directly by the Contractor, which does not include tests that were completed or facilitated by the staff member or resident on their own time or at their own cost;
	2. Staff and resident tests that were conducted for the purposes of meeting the baseline, biweekly surveillance, or facility-wide testing requirements as established in any guidance or direction issued by EOHHS, provided that the Contractor may test more than the number of staff members or residents required to be tested in any given testing period and such tests will be included in the number of completed qualifying COVID-19 tests;
	3. Tests that included the collection of specimens sufficient for diagnostic testing, the processing of a COVID-19 diagnostic test by an FDA-approved method, and the furnishing of results to all appropriate parties in accordance with DPH and CDC guidance;
	4. Tests that are able to detect SARS-CoV-2 virus, with a polymerase chain reaction (PCR) of greater than 95 percent sensitivity and greater than 90 percent specificity, within 48 hours of conducting the test;
	5. Tests that were reported, in accordance with any [guidance](https://www.mass.gov/info-details/covid-19-public-health-guidance-and-directives#caregivers-) or direction issued by EOHHS, as tests administered on the Contractor’s staff or residents, and such report was attested to in accordance with any guidance or direction issued by EOHHS; and
	6. Tests for which results were reported by the Contractor as either positive, negative, or inconclusive; provided that if EOHHS determines that the rate of inconclusive test results is unreasonably high, EOHHS may exclude those inconclusive results from the number of completed qualifying COVID-19 staff tests.
1. Reimbursement Period
	1. Baseline Testing Period: The first distribution of reimbursement for testing will cover reported eligible staff tests conducted during the Baseline Testing Period (August 1, 2020 through September 30, 2020), subject to the Baseline Testing Period reimbursement limits described in **Section D.3.a** of this Attachment A.
	2. Subsequent Testing Period Reimbursement Periods: Reimbursements for subsequent testing periods will be issued on a monthly basis, with each monthly reimbursement amount based on the Contractor’s previous months’ number of tests eligible for reimbursement, subject to the aggregate monthly reimbursement limits described in **Section D.3.b** of this Attachment A.
2. Reimbursement Limits
	1. Baseline Testing Period Reimbursement Limits:
		1. For the Baseline Testing Period, EOHHS will reimburse no more than one test per individual staff member.
		2. Tests conducted during the Baseline Testing Period will be reimbursed at the attested cost per test; EOHHS reserves the right to reduce per test reimbursement for tests that significantly exceed $144.27 per test.
	2. Monthly Payment Limits:

Payment for tests conducted during subsequent testing periods following the initial Baseline Testing Period will be issued on a monthly basis and shall be subject to the following monthly limits:

* + 1. EOHHS will reimburse the Contractor for up to two tests per staff member per monthly reimbursement and one test per individual resident per monthly reimbursement.
		2. Tests conducted during any subsequent Testing Period after the Baseline Testing Period will be paid at $120.81 per eligible test.
	1. Maximum Obligation

Total reimbursement for the duration of the contract shall not exceed $ **Insert the 'Total Contract Value' dollar amount specified in the Cost Template .**

1. Option of EOHHS to Modify, Increase, Reduce or Terminate Scope of Work

EOHHS reserves the right, at its sole discretion and at any time during the Contract term, to modify, increase, reduce or terminate any requirements of the Contract, whenever EOHHS deems necessary or reasonable to implement any state or federal statutory or regulatory requirements, judicial orders, settlement agreements, or any state or federal initiatives or changes that may affect in whole or in part any component of the Contract. In the event that the scope of work for any task or portions thereof must be changed, EOHHS will notify the Contractor in writing. EOHHS reserves the right to amend the Contract accordingly, including payments under, or maximum obligation of the Contract.

1. Order of Precedence

In the event of any ambiguity or inconsistency among the documents that are a part of this Contract, the order of priority to interpret this Contract shall be as follows: (1) the printed language of the Commonwealth Terms and Conditions, (2) the Standard Contract Form, and (3) Attachment A: Purpose and Justification and Additional Terms.

1. Contract Term

This Contract shall be in effect from the date of execution through December 31, 2020. EOHHS may extend this contract, at its sole discretion and in any increment, it determines necessary for up to two years from the date of execution.

## Termination of Contract

Either party may terminate this Agreement without cause by giving written notice to the other party of its intent to do so at least thirty (30) days prior to the effective date of such termination. This thirty (30) day period shall not commence until the other party has received such notice.