

This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

AMENDMENT ADDING COVID 19 SERVICES

In response to the COVID 19 virus outbreak’s impact on the medical and long term care delivery system in the State of Washington, DSHS and the Contractor have an interest in placing patients in a Nursing Facility that is better able to care for those patients needs while limiting the spread of the COVID 19 virus.

By signing this Amendment, Contractor certifies it has the capacity required for both physical space and staffing to provide Nursing Facility services to COVID 19 patients.

DSHS and Contractor agree that the need for maintaining a COVID 19 positive Location is time limited and shall expire on June 30, 2020. This date may be extended by written agreement of both parties.

The Contractor shall provide the following:

- 1. Enhanced Nursing Facility services to treat patients who have received a positive diagnosis for the COVID 19 virus.
- 2. Contractor will provide enhanced Nursing Facility services at the following location: (“the Location”):

Facility Name	
Physical Address	
Number of COVID 19 Beds	

- 3. The Location shall meet one of the two following standards required to separate patients with a COVID 19 positive diagnosis from those without such a diagnosis:
 - a. The Location shall be a stand-alone building that is not connected by hallways or any other structure to a building where care is provided to patients who have not received a COVID 19 positive diagnosis.
 - b. The Location shall be segregated within a building and shall have:
 - (1) The ability to reduce risk of virus spread due to aerosolizing procedures;
 - (2) Ingress and egress to the exterior to access the segregated area that no other staff or subcontractors use; and
 - (3) An air barrier to separate the segregated area of the Location from other areas where care is provided to patients without a COVID 19 positive diagnosis. If this barrier must have the ability for ingress and egress, the barrier shall have a transition area with the ability to close one side prior to opening the other in order to limit air travel between the segregated area and the rest of the building. Such barriers will not prevent safe egress in the event of emergency evacuation, safe operation of the fire suppression system, or increase fire hazards in the Location.
- 4. Contractor shall only admit patients to the Location(s) who have received a confirmed positive diagnosis for the COVID 19 virus.

5. Contractor will use the necessary number of staff, 24 hours a day, to safely provide Nursing Facility services, including but not limited to a minimum of three symptom monitoring checks per day or more as needed due to the patient's condition, to patients admitted to the Location(s) in accordance with applicable federal and state laws and regulations, as now existing or hereafter adopted or amended, and as may be finally interpreted by courts of competent jurisdiction from time to time, including, but not limited to 42 U.S.C. 1396; 42 C.F.R. Parts 440, 442, 447, 483 and 488; chapters 18.51, 74.09, 74.42 and 74.46 RCW, chapters 388-96 and 388-97 WAC, and any applicable guidelines issued by the Centers for Disease Controls, DSHS, the Department of Health, the local health jurisdiction, or other applicable entities for treating patients with a COVID 19 positive Diagnosis.
6. During the term of this Amendment Contractor staff and subcontractors who provide Nursing Facility care to COVID 19 positive patients shall not knowingly provide Nursing Facility or medical care to any other Nursing Facility patients of Contractor, or any other entity.

Prior to allowing an employee or subcontractor to provide Nursing Facility or medical care to a patient admitted to the Location(s), Contractor shall ensure the employee or subcontractor is not providing care to patients without a COVID 19 positive diagnosis, and are not working for another entity providing medical or Nursing Facility services to patients without a COVID 19 positive diagnosis

- a. Medical providers including medical doctors and advanced registered nurse practitioners will prioritize use of telehealth options to evaluate residents and only see residents in person if they deem it necessary in their professional judgement. Medical providers will use all necessary precautions and personal protective equipment to reduce the likelihood of virus spread.
7. Contractor shall bill and be paid \$450 per day that Contractor provides Nursing Facility services to a Client with a COVID 19 positive diagnosis and is eligible for Medicaid in accordance with Title 74.46 RCW.
 - a. Contractor shall submit claims for its standard Nursing Facility daily rate through the State's Medicaid management information system, also known as ProviderOne.
 - b. Contractor shall submit invoices once per month for the difference between the Location's Medicaid Nursing Facility rate, and the \$450 rate allowable under this Amendment.
 - c. Contractor must submit claims for Medicaid payment prior to submitting its monthly invoice. DSHS will compare the Contractor claims to the invoice and pay invoiced amounts for days that a valid Medicaid claim existed for the patient.
 8. In the event Contractor provides Nursing Facility services to a patient with a COVID 19 positive diagnosis who is not eligible for Medicaid, and the party responsible for paying the patient's cost of care pays a rate lower than \$450, the Contractor shall bill DSHS and be paid the difference between what the third party paid and \$450.
 - a. Contractor shall provide invoices for third party difference payments no more often than monthly.
 - b. Contractor will submit proof with said invoices for the amount paid by the third party for DSHS to validate the invoiced amount
 - c. Third party difference payments shall be made outside the ProviderOne system.

9. Billing and Payment.

- a. Invoice System. The Contractor shall submit monthly invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon

receipt of properly completed invoices which shall be submitted to the Office of Rates Chief, Peter Graham, at peter.graham@dshs.wa.gov, or his designee or successor, by the Contractor.

- b. Payment. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by DSHS of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

10. In the event Contractor is unable to provide a sufficient amount of personal protective equipment (PPE), to protect staff providing care for patients at the Location under this Amendment, DSHS shall provide the required PPE at no cost to the Contractor.

11. Rescission of Contract Amendment for COVID 19.

Notwithstanding the Contract General Terms and Conditions, DSHS may rescind this COVID 19 Contract Amendment for any reason after giving fourteen (14) days written notice.

All other terms and conditions of this Contract remain in full force and effect.