

Exhibit D - Funding Exclusions and Restrictions

Pursuant to Section 2605 (a)(6) of the RW Act, funds cannot be used to pay for any item or service that can reasonably be expected to be paid under any State compensation program, insurance policy, Federal or State health benefits program, or by any entity that provides health services on a prepaid basis. The Ryan White Part A Program is the “payer of last resort.” This means providers must make reasonable efforts to identify and secure other funding sources outside of Ryan White legislation funds, whenever possible. Part A funds are intended to be “the payer of last resort” for the provision of care. Providers are responsible for verifying an individual’s eligibility by investigating and eliminating all other potential billing sources for each service, including public insurance programs, or private insurance. Agencies must comply with the Cleveland TGA Eligibility Policy. Agencies may not provide Ryan White-funded services under presumptive eligibility. RW Act funds may not be used to supplant partial reimbursements from other sources to make up any un-reimbursed portion of the cost of such services.

If the Sub-Recipient elects to use RW Act funds for services, which are eligible for both third party reimbursement and grant funding, the Sub-Recipient must have a system in place to bill and collect from the appropriate third party payer. Only if the client has been determined to not be eligible for reimbursement from Medicaid or other third party payers, may the Sub-Recipient use grant funds to provide these services. The Sub-Recipient may use RW Act funds while a Medicaid eligibility determination is pending, but must back bill Medicaid during the retroactive period of enrollment. The Board reserves the right to review records and or require proof that grant funds are not being used to support clients enrolled in third party reimbursement programs. Under Section 2604 (e), the Board can only contract with Medicaid-certified providers if the service is covered under Medicaid.

The Sub-Recipient warrants that payments received from the Board for services under this contract shall be considered payment in full for such services and that no additional claims or payments shall be sought or received by another payer source for any part or all of such services.

Sub-Recipient administrative costs may not exceed 10% of total direct costs for any service category at any time during the grant year.

Sub-Recipients cannot use grant funds for outreach programs which have HIV prevention education as their exclusive purpose or broad scope awareness activities about HIV services that target the general public.

Sub-Recipients are required to track and report monthly on the financial report all sources of service reimbursement, known as program income. All program income earned must be reported to the Board monthly and used to further the objectives of the Ryan White Part A Program.

Sub-Recipient’s budget must complete a detailed budget justification in a narrative that

describes how categorical costs are derived. Discuss the necessity, reasonableness, and allocation of the proposed costs. Describe the specific functions of the personnel, consultants and collaborators. Explain and justify equipment, travel, supplies and training costs.

Sub-Recipient will submit expenditure reports supported by such documentation as requested by the Board by 4pm on the calendar day of the following month identified in Payment Section 3. D, all in the manner specified by the Board and in conformance with applicable Federal and/or State requirements and agrees to sign, if required, ancillary forms related to final payment and release of funds at the close of the contract.

Sub-Recipient will use the Sub grantee Certified Expenditure Report as well as other specified documents and provide the Board with copies of receipts or contracts as validation of expenditures when submitting requests for payment. Supporting documentation is required for all reimbursements.

The Sub-Recipient shall be responsible for complying with all of the terms, conditions and requirements that are contained in the Health and Human Services Policies and Regulations and the Board's Grants Manual which is part of and incorporated into the Agreement by reference.

Sub-Recipients may not use funds to make cash payments to intended clients of core medical or supportive services. This prohibition includes cash incentives and cash intended as payment for RWHAP services.

Sub-Recipient understands and agrees that it will not be paid for services provided prior to the Effective Date of this Agreement. If, pursuant to a later audit by the grant funder, the funder rejects any payment made by the Board to the Sub-Recipient that is deemed by the funder to be in violation of the terms of this agreement, any amount deemed improperly paid to the Sub-Recipient shall be promptly reimbursed by the Sub-Recipient to the Board or, alternatively, the Board may use the amount improperly paid as a set off against future payments by the Board to the Sub-Recipient.

Payment will be limited to those consumers eligible for such service and only for services as defined by The Ryan White Treatment Extension Act of 2009 (RW Act), The Cuyahoga Regional HIV Services Planning Council and this Agreement as authorized by the Board.

Sub-Recipient shall maintain original documentation, such as time sheets, payroll journals, tax records, travel vouchers, vendor invoices, lease agreements, canceled checks, logs and receipts in a manner that will expedite an on-site fiscal monitoring of program costs.

Sub-Recipient is contracting multiple service categories, the total dollar amounts reimbursable for each service category listed separately in Exhibit B are intended specifically for those individual service categories. Award amounts of up to twenty percent (20%) for one service category may be transferred by the Sub-Recipient to another service category within the contract only with the written approval from the Board and in the final month of the contract.

Sub-Recipient must adhere to the core service category expenditures in order to be reimbursed fully for the support category expenditures if and only if the grantee is in jeopardy of exceeding the federal mandated maximum award for support service categories.

This Agreement is conditional upon the availability of federal, state, or local grant funds that are appropriated or allocated for payment of this Agreement. If funds are not allocated and available for the continuance of the function performed by the Sub-Recipient hereunder, the products or services directly involved in the performance of that function may be terminated by the Board. The Board will notify the Sub-Recipient at the earliest possible time of any products or services that will or may be affected by a shortage of funds. No penalty shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. Should the Health Resources Services Administration add additional conditions of award the Board will amend the contract language.

The Sub-Recipient shall not use RW Act funds for the following:

- Pre-Exposure Prophylaxis (PrEP) or non-occupational Post-Exposure Prophylaxis (nPEP)

- Costs of operating clinical trials of investigational agents or treatments;

- Costs of funeral, burial, cremation or other related expenses:

- Clothing purchases;

- To purchase a vehicle;

- Cash payments to intended recipients of services;

- Purchasing or construction of real property

- Criminal defense legal services for criminal defense;

- Direct maintenance expenses of privately owned vehicles or any other costs associated with a vehicle, such as lease or loan payments, vehicle insurance, or license registration fees;

- Improvements to land, or to purchase, construct, or make permanent

- Improvements to any building, except for minor remodeling;

- Payment of personal property taxes;

- Fundraising expenses;

- International travel;

- Payments for any item or service to the extent that payment has been made, or reasonably can be expected to be made with respect to that item or service under any State compensation program, insurance policy, Federal or State health program or by an entity that provides health services on a prepaid basis (except Indian Health Services);

- Incentive costs or payments (by check, gift card, or other mechanism) to volunteers or patients participating in a grant-supported project or program or to motivate individuals to take advantage of grant-supported health care or other services unless Sub-Recipient receives prior written consent of the Board;

- Entertainment Costs;

- Bad Debts;

To support Syringe Services Programs, inclusive of syringe exchange, access, and disposal;
Outreach programs which have HIV prevention education as their exclusive purpose, or broad-scope awareness activities about HIV services that target the general public.