



CARES Act Provider Relief Fund Terms and Conditions[†]

	Specific Tranche/Distribution	Terms and Conditions Details
General Distribution \$50 Billion	<p>\$30 Billion Tranche</p> <p>Any provider that receives payment from this tranche must attest to payment within 90 days using the CARES Act Attestation Portal.</p> <p>Funds appropriated under Public Law 116-136 (Coronavirus Aid, Relief, and Economic Security Act) (the “CARES Act”).</p>	<p>Terms and Conditions</p> <p>The Terms and Conditions (Ts&Cs) imposed by HHS require that providers retaining funds received under this tranche do the following:</p> <ul style="list-style-type: none"> ▪ Certify that it billed Medicare in 2019; that after January 31, 2020 it provided or has been providing diagnoses, testing, or care for patients with possible or actual cases of COVID-19; has not been terminated or excluded from participating in any federal health care programs and has not had Medicare billing privileges revoked; and that it will only use the money to prevent, prepare for, and respond to COVID and to reimburse health care related expenses or lost revenues that are attributable to COVID, for which no reimbursement from any other source is available; ▪ Meet HHS record-keeping and reporting requirements; ▪ Certify that all information provided as part of its application, as well as all information and reports provided in the future are true, accurate and complete, to the best of the provider’s knowledge; and any deliberate omission, misrepresentation, or falsification in the application or future reports may be punishable by criminal, civil, or administrative penalties; ▪ Certify that it will not charge out-of-network patients more for COVID-related care than it would charge if they were in-network; and ▪ Follow certain statutory provisions restricting use of the funds, such as not using the funds to: <ol style="list-style-type: none"> 1. Pay salary amounts in excess of \$197,300 per individual; 2. Advocate for or promote gun control; 3. Pay for lobbying; 4. Pay for abortions (with limited exceptions); 5. Fund human embryo research; 6. Promote the legalization of drugs or substances in Schedule I (unless there is significant evidence of therapeutic advantages to a drug or there are federally-sponsored clinical trials to determine therapeutic advantage); 7. Disseminate information that is deliberately false or misleading; 8. Maintain or establish a computer network that allows access to and exchange of pornography; 9. Fund the Association of Community Organizations for Reform Now (ACORN), or any of ACORN’s subsidiaries, affiliates, or successors; or 10. Fund sterile needle exchange programs (with limited exceptions). ▪ In addition, HHS states that providers accepting the funding must comply with the Privacy Act and with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104). They are subject to the provisions of the federal contractor whistleblower protections under the Federal Acquisition Regulations (see 48 CFR § 3.908-1 et seq.), and they cannot enter into confidentiality agreements prohibiting their employees or contractors from reporting fraud and abuse. Funding generally, with certain exceptions, is not available to entities that have failed to pay their assessed federal income tax liabilities, nor to any that have been convicted of a federal felony within the preceding 24 months.
	<p>\$20 Billion Tranche</p> <p>Any provider that receives payment from this tranche must attest to payment within 90 days using the CARES Act Attestation Portal.</p> <p>Funds appropriated under the CARES Act.</p>	<p>Terms and Conditions</p> <p>In contrast to the Terms and Conditions for the \$30 billion tranche (which otherwise generally apply), this Ts&Cs document:</p> <ul style="list-style-type: none"> ▪ Requires providers to submit general revenue data for calendar year 2018 when applying to receive a payment or within 90 days of receiving a payment (when attesting).

Targeted Allocations \$50 Billion	High-Impact Distribution \$12 Billion total 90 days for attestation Funds appropriated under Public Law 116-139 (Paycheck Protection Program & Health Care Enhancement Act) (“PPPHCEA”).	<u>Terms and Conditions</u> In contrast to the Terms and Conditions for the \$30 billion tranche (which otherwise generally apply), this Ts&Cs document: <ul style="list-style-type: none"> ▪ Does not require recipient to certify that it billed Medicare in 2019; ▪ Requires provider to consent to HHS publicly disclosing payments to the provider from the Relief Fund; and ▪ Explicitly requires inclusion of admission data in information provider must certify as true, accurate, and correct.
	Rural Distribution \$10 Billion 90 days for attestation Funds appropriated under the PPPHCEA.	<u>Terms and Conditions</u> In contrast to the Terms and Conditions for the \$30 billion tranche (which otherwise generally apply), this Ts&Cs document: <ul style="list-style-type: none"> ▪ Does not require a recipient to certify that it billed Medicare in 2019; and ▪ Requires providers to consent to HHS publicly disclosing the payment a provider receives from the Relief Fund and acknowledge that such disclosure may allow some third parties to estimate gross receipts or sales, program service revenue, or other equivalent information. ▪
	Skilled Nursing Facilities Distribution \$4.9 billion 90 days for attestation Funds appropriated under the CARES Act or the PPPHCEA.	<u>Terms and Conditions</u> In contrast to the Terms and Conditions for the \$30 billion tranche (which otherwise generally apply), this Ts&Cs document: <ul style="list-style-type: none"> ▪ Does not require recipient to certify that it billed Medicare in 2019; and ▪ Requires provider to consent to HHS publicly disclosing the payment a provider receives from the Relief Fund and acknowledge that such disclosure may allow some third parties to estimate gross receipts or sales, program service revenue, or other equivalent information.
	Indian Health Service Distribution \$500 million 90 days for attestation Funds appropriated under the PPPHCEA.	<u>Terms and Conditions</u> In contrast to the Terms and Conditions for the \$30 billion tranche (which otherwise generally apply), this Ts&Cs document: <ul style="list-style-type: none"> ▪ Does not require recipient to certify that it billed Medicare in 2019; and ▪ Requires provider to consent to HHS publicly disclosing the payment a provider receives from the Relief Fund and acknowledge that such disclosure may allow some third parties to estimate gross receipts or sales, program service revenue, or other equivalent information.

<p>Medicaid and Children’s Health Insurance Program (CHIP) Distribution \$15 billion (approximately)</p> <p>90 days for attestation</p> <p>Funds appropriated under the CARES Act or the PPPHCEA.</p>	<p><u>Terms and Conditions</u></p> <p>In contrast to the Terms and Conditions for the \$30 billion tranche (which otherwise generally apply), this Ts&Cs document:</p> <ul style="list-style-type: none"> ▪ Does not require recipient to certify that it billed Medicare in 2019; and ▪ Requires provider to consent to HHS publicly disclosing the payment a provider receives from the Relief Fund and acknowledge that such disclosure may allow some third parties to estimate gross receipts or sales, program service revenue, or other equivalent information.
<p>Safety Net Hospital Distribution \$10 billion</p> <p>90 days for attestation</p> <p>Funds appropriated under the CARES Act or the PPPHCEA.</p>	<p><u>Terms and Conditions</u></p> <p>In contrast to the Terms and Conditions for the \$30 billion tranche (which otherwise generally apply), this Ts&Cs document:</p> <ul style="list-style-type: none"> ▪ Does not require recipient to certify that it billed Medicare in 2019; and ▪ Requires provider to consent to HHS publicly disclosing the payment a provider receives from the Relief Fund and acknowledge that such disclosure may allow some third parties to estimate gross receipts or sales, program service revenue, or other equivalent information.
<p>Uninsured Patients – Treatment Undetermined Amount</p> <p>Funds appropriated under the CARES Act.</p>	<p><u>Terms and Conditions</u> – Treatment</p> <p>In contrast to the Terms and Conditions for the \$30 billion tranche (which otherwise generally apply), this Ts&Cs document contains the following terms:</p> <ul style="list-style-type: none"> ▪ Recipient must submit claims for reimbursement for care/treatment related to positive COVID diagnoses provided to people without health care coverage at the time of services, and the recipient acknowledges that each time such claims for reimbursement are submitted, each claim must be in full compliance with the Terms and Conditions, and submission of claims confirms ongoing compliance with the same; ▪ Recipient is not required to certify that it billed Medicare in 2019 or that it provided care after January 31, 2020 to individuals with possible or actual cases of COVID-19; ▪ Instead, recipient required to certify “that it or its agents provided the items and services on the Recipient’s claim form to the Uninsured Individuals identified on the claim form; that the dates of service occurred on February 4, 2020, or later; and that all items and services for which Payment is sought were medically necessary for care or treatment of COVID-19 and/or its complications. The Recipient also certifies that to the best of its knowledge, the patients identified on the claim form were Uninsured Individuals at the time the services were provided.”; ▪ In addition to certifying payment will not be used to reimburse expenses/losses that have been reimbursed for other sources or that other sources are obligated to reimburse, recipients must also agree that if they subsequently receive reimbursement for any items or services that it requested payment from the Relief Fund for, they will return to HHS the portion that duplicates payment or reimbursement from another source, and they will not include costs for which payment was received in cost reports or otherwise seek uncompensated care reimbursement through other programs for which payment was received; ▪ The reports to be submitted to the Secretary must include “all relevant claims data” and recipient must acknowledge and agree that the Secretary will share all relevant claims data with components of HHS; ▪ Must consent to HHS publicly disclosing the payment that recipient may receive from the Relief Fund; ▪ Must agree that all claims submitted will be full and complete, and all payments are final and will not be adjusted;

		<ul style="list-style-type: none"> ▪ States that reimbursements will be at 100% of Medicare rates for items and services provided to the Uninsured Individuals for which the recipient submit claims for, and if there is no Medicare standard rate, a calculated average rate will be used; ▪ Requires recipient to certify it will not engage in “balance billing” or charge any type of cost sharing for the care or treatment provided to Uninsured Individuals, and as such, payment received from the Relief Fund is to be payment in full for such care or treatment; and ▪ Requires recipient to agree that if prior to signing the Terms and Conditions, they “charged any Uninsured Individuals a fee for COVID-19-related care or treatment for which the Recipient subsequently received a Payment from the Relief Fund, the Recipient will communicate to the Uninsured Individuals that they do not owe Recipient any money for that care or treatment. If an Uninsured Individual paid the Recipient for any portion of such care or treatment, the Recipient will timely return the payment to the Uninsured Individual.”
	<p>Uninsured Patients – Testing (FFCRA) \$1 billion</p> <p>Funds appropriated under Public Law 116-127 (Families First Coronavirus Response Act) (“FFCRA”).</p> <p><u>Note:</u> The PPPHCEA also appropriated \$1 billion to reimburse providers for conducting COVID-19 testing for the uninsured.</p>	<p><u>Terms and Conditions</u> – Testing (FFCRA)</p> <p>In contrast to the Terms and Conditions for the \$30 billion tranche (which otherwise generally apply), this Ts&Cs document contains the following terms:</p> <ul style="list-style-type: none"> ▪ Recipient must submit claims for reimbursement for COVID-19 Testing or Testing-Related Items and Services provided to FFCRA Uninsured Individuals, and the recipient acknowledges that each time such claims for reimbursement are submitted, each claim must be in full compliance with the Ts&Cs, and submission of claims confirms ongoing compliance with the same; ▪ Recipient is not required to certify that it billed Medicare in 2019, or that it provided care after January 31, 2020 to individuals with possible or actual cases of COVID-19; ▪ Rather, requires recipient to certify “that it, or its agents, provided the COVID-19 Testing and/or Testing-Related Items and Services on the Recipient’s claim form to the FFCRA Uninsured Individuals identified on the claim form; that the dates of service occurred on February 4, 2020, or later; and that all items and services for which Payment is sought were medically necessary. The Recipient also certifies that to the best of its knowledge, the patients identified on the claim form were FFCRA Uninsured Individuals at the time the services were provided”; ▪ Defines COVID-19 Testing, Testing-Related Items and Services, and FFCRA Uninsured Individuals; ▪ In addition to certifying that payment will not be used to reimburse expenses/losses that have been reimbursed for other sources or that other sources are obligated to reimburse, recipients must also agree that if they subsequently receive reimbursement for any items or services for which they requested payment from the FFCRA Relief Fund, they will return to HHS the portion that duplicates payment or reimbursement from another source, and they will not include costs for which payment was received in cost reports or otherwise seek uncompensated care reimbursement through other programs for which payment was received; ▪ Reports to be submitted to the Secretary must include “all relevant claims data” and recipient must acknowledge and agree that the Secretary will share all relevant claims data with components of HHS; ▪ Must consent to HHS publicly disclosing the payment that recipient may receive from the FFCRA Relief Fund; ▪ Must agree that all claims submitted will be full and complete, and all payments are final and will not be adjusted; ▪ States that reimbursements will be at 100% of Medicare rates for Testing and/or Testing-Related Items and Services provided to the FFCRA Uninsured Individuals for which the recipient submit claims for, and if there is no Medicare standard rate, a calculated average rate will be used; ▪ Requires recipient to certify it will not engage in “balance billing” or charge any type of cost sharing for the Testing and/or Testing-Related Items and Services provided to FFCRA Uninsured Individuals, and as such, payment received from the FFCRA Relief Fund is to be payment in full for such care or treatment; and ▪ Requires recipient to agree that if prior to signing the Terms and Conditions, they “charged any FFCRA Uninsured Individuals a fee for COVID-19 Testing and/or Testing-Related Items and Services for which the Recipient subsequently received a Payment from the FFCRA Relief Fund, the Recipient will communicate to the FFCRA Uninsured Individuals that they do not owe Recipient any money for that care or treatment. If an FFCRA Uninsured Individual paid the Recipient for any portion of such care or treatment, the Recipient will timely return the payment to the FFCRA Uninsured Individual.”

	<p>Rural Health Clinic Testing \$225 million</p> <p>Terms and Conditions still state a recipient has only 45 days for attestation</p> <p>Funds appropriated under the PPPHCEA.</p>	<p><u>Terms and Conditions</u></p> <p>In contrast to the Terms and Conditions for the \$30 billion tranche (which otherwise generally apply), this Ts&Cs document:</p> <ul style="list-style-type: none"> ▪ Requires the recipient to certify that it is a rural health clinic as defined in Social Security Act section 1861(aa)(2) and it provides COVID-19 testing or incurs COVID-19 related expenses; ▪ Does not require the recipient to have billed Medicare in 2019; ▪ Specifies funds may only be used to reimburse for “COVID-19 testing” and “COVID-19 related expenses,” and defines what each means; ▪ Requires providers to consent to HHS publicly disclosing the payment a provider receives from the Rural Testing Relief Fund and acknowledge that such disclosure may allow some third parties to estimate gross receipts or sales, program service revenue, or other equivalent information.
	<p>Additional Distribution for Dentists TBD</p>	<p>N/A</p>

† The majority of the Terms and Conditions detailed in this chart have been paraphrased and/or summarized for discussion purposes. Furthermore, some Terms and Conditions may have been excluded from this summary. Providers should carefully review each of the Terms and Conditions documents before attesting, as well as throughout the reporting period, to ensure compliance.