



AGENDA ITEM # 7A

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

September 30, 2019

Item Title: Illinois HFS Ground Emergency Medical Transport Intergovernmental Agreement

Staff Contact: Daniel Anderson, Fire Chief

VILLAGE BOARD ACTION

Adopt a Resolution approving an Intergovernmental Agreement (IGA) between the Illinois Department of Healthcare and Family Services and the Village of Roselle.

Executive Summary:

The Illinois Department of Healthcare and Family Services (HFS) has submitted an application to the Centers for Medicare and Medicaid Services (CMMS) to change the methods and standards of payment to participating municipal ambulance providers. HFS is proposing a payment methodology that would allow public providers to receive supplemental payments above the fee schedule rates currently received if the cost to provide the services exceeds the current fee schedule. The plan would adopt a Ground Emergency Medical Transport (GEMT) Reimbursement program.

The current reimbursement fee schedule through HFS is approximately \$150 for a BLS transport and \$225 for an ALS transport. If the new funding methodology is approved, the Village will be eligible to receive the difference between the actual costs for transport and the fee schedule. Hypothetically, if the cost for services was \$2,500 per transport and the department transports a BLS Medicaid patient, a deduct of the \$150 already received through the normal reimbursement process would leave a net cost of service of \$2,350. The enhanced reimbursement methodology would allow the Village to seek recovery of the \$2,350.

The enhanced reimbursement program will be processed through a revenue sharing agreement with HFS. HFS and the participating municipal ambulance provider evenly split the enhanced reimbursement revenue. There will be specific reimbursement request guidelines and timelines for reimbursement to the provider and then shared with HFS for their portion of the fees.

In anticipation of application approval, HFS is requesting an agency cost report and an executed IGA from those seeking to participate in the program. Unfortunately, the fire

department was not notified of the required steps to complete approval of the IGA until a few days ago. An initial cost report and the IGA need to be submitted by October 1, 2019 for the Village to be eligible for 2019 funding. If submission of the application and IGA occurs after October 1 and before November 1, eligibility for reimbursement does not begin until sometime in 2020. As part of the program, the fire department will be required to submit a new cost report annually as directed by HFS.

The IGA has been reviewed by the Village Attorney Jim Knippen. Jim has prepared the attached resolution for Village Board consideration. The Finance Department and Paramedic Billing Services ("PBS"), the Village's contractual third party billing provider, have provided staff with information to complete the required cost report.

Implications:

Is this item budgeted? No, however, the information for the appropriate period provided by PBS indicates the fire department transported approximately 172 Medicaid patients. Using a hypothetical Village share of the enhanced reimbursement of \$1,000 per transport, this may provide an additional \$172,000 in annualized revenue.

Any other implications to be considered? Yes, the potential for significant enhanced revenue for providing these EMS services to Medicaid patients is not guaranteed as approval from the CMMS is required first. If approved, Illinois would become the seventh state to be approved for this type of funding since California in 2010 and Iowa earlier this year.

Attachments:

Resolution
Intergovernmental Agreement

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ILLINOIS DEPARTMENT OF HEALTHCARE
AND FAMILY SERVICES AND THE VILLAGE OF ROSELLE**

WHEREAS, the Illinois Department of Healthcare and Family Services has proposed an Intergovernmental Agreement to provide enhanced rates for ambulance services as defined in that Intergovernmental Agreement (hereinafter "Agreement"); and

WHEREAS, the Village of Roselle is a "Participating Municipal Ambulance Provider" as defined in the Agreement; and

WHEREAS, the Corporate Authorities of the Village of Roselle have concluded that entering into the Intergovernmental Agreement to provide greater cost coverage for the Village through enhanced rates for services provided by the Village is in the best interest of the public, health, safety and welfare of the Village of Roselle.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Roselle, an Illinois Municipal Corporation, DuPage and Cook Counties, Illinois, that:

- a. The Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest to that Intergovernmental Agreement between the Illinois Department of Healthcare and Family Services and the Village of Roselle attached hereto and incorporated herein as if fully set forth as if fully set forth as GROUP EXHIBIT 1.
- b. That the fire chief of the Village of Roselle or his designee is hereby authorized to undertake any and all acts necessary to effectuate the terms and the conditions of the Intergovernmental Agreement.

ADOPTED this _____ day of _____, 2019

AYES:

NAYS:

ABSTAIN:

ABSENT:

Andrew J. Maglio, Mayor, Village of Roselle

Patricia Burns, Village Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND
VILLAGE OF ROSELLE
2020-20-__**

The Illinois Department of Healthcare and Family Services (HFS or the Department) and **VILLAGE OF ROSELLE (VOR)**, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, hereby enter into this Intergovernmental Agreement (Agreement) in connection with enhance rates for ambulance services. HFS and [VOR] are collectively referred to herein as “Parties” or individually as a “Party.”

**ARTICLE I
INTRODUCTION**

1.01 Background. Article XII of the Illinois Public Aid Code authorizes the Illinois Department of Healthcare and Family Services to make use of, aid and co-operate with State and local governmental agencies and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* provides for cooperation between units of government. Provider operates a Fire Department (Provider) that is enrolled in the Medical Assistance Program that provides covered ambulance services to individuals eligible for benefits under the Medical Programs; the costs of providing the services described above is not covered by the fee schedule pursuant to which the Department and Managed Care Organizations (MCOs) pay for such services.

1.02 Purpose. In order to provide greater cost coverage to Provider through enhanced rates for services, the Parties enter into this Intergovernmental Agreement.

1.03 Definitions

- (a) Covered Ambulance Services means all ambulance services reimbursable under the Illinois Medicaid state plan and provided to beneficiaries of Medical Programs.
- (b) Effective Federal Match Rate means the weighted average of the Federal Medical Assistance Percentage (FMAP) for Illinois non-Affordable Care Act (ACA) enrollees and the enhanced FMAP for ACA expansion population based on the percentage of specified covered services to the different populations.
- (c) Fee-for-service or FFS means the services under Medical Programs reimbursed to providers directly by the Department and not through an MCO.
- (d) Managed Care Program means services under the Medical Programs for which the Department pays a capitated payment to MCOs to cover the cost of covered medical services.
- (e) Managed Care Organization (MCO) means an entity under contract with the Department receiving capitated payments and at risk for providing reimbursement for enrollees.
- (f) Medical Programs means programs administered by the Department under the Illinois Public Aid Code (305 ILCS 5/5 *et seq.*), the Children’s Health Insurance Program Act (215 ILCS 106/1 *et seq.*) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 *et seq.*).
- (g) Participating Municipal Ambulance Provider means an ambulance provider owned by a municipal corporation that has executed an Intergovernmental Agreement with the Department with terms substantially identical to this Agreement.

INTERGOVERNMENTAL AGREEMENT

- (h) Specified Covered Ambulance Services means emergency and non-emergency Basic Life Support and Advanced Life Support trips and does not include mileage or oxygen.

**ARTICLE II
INTERGOVERNMENTAL TRANSFER**

- 2.01 Provider will transfer on a periodic basis to the Department an amount equal to 50% of the total enhanced rates paid to Provider by the Department and all MCOs for the period.
- 2.02 For FFS payments, the Department will send a monthly invoice to Provider for the higher FFS payments described in Article III.
- 2.03 For MCO payments, the transfer of 50% of the supplemental payment described in Article III shall be made within 14 days after the receipt of enhanced payments from the MCO.

**ARTICLE III
ENHANCED RATES FOR SERVICES**

- 3.01 Expenditures. The Department shall pay or cause MCOs to pay enhanced rates to Provider for specified covered ambulance services pursuant to this Article III in addition to payments made at the Department's published fee schedule.
- 3.02 The enhanced rate will be determined as follows:
 - a. The Department will establish classes of similar Participating Municipal Ambulance Providers.
 - b. For each provider in the class, the Department will calculate an amount as follows using data from each provider's most recent cost report:
 - i. Provider's total costs for covered ambulance services will be calculated based on submittal of the Department's approved cost report.
 - ii. Total fee schedule payments received for covered ambulance services by Provider will be subtracted from costs to determine the cost coverage gap.
 - iii. The cost coverage gap will be divided by the number of Specified Covered Ambulance Services to determine a per service add-on payment
- 3.03 For FFS claims, the Department will add the calculated add-on amount to Provider's rate on the FFS fee schedule and the enhanced rate will be paid with the original claim.
- 3.04 On a quarterly basis, using encounter data of paid claims from each MCO in the Managed Care Program received by the Department during the quarter, the Department will identify the number of Specified Covered Ambulance Services provided to each MCO's enrollees by Provider multiplied by the uniform add-on fee and cause each MCO to pay provider the amount so calculated.
- 3.05 If mutually agreed upon by the Department and all Participating Municipal Ambulance Providers, the payment of enhanced rates may be moved from a quarterly basis to a monthly basis.

**ARTICLE IV
TERM**

- 4.01 Term. This Agreement shall commence October 1, 2019, or as soon as federal approval is received for the Directed Payments required by this Agreement and shall continue until otherwise terminated by the Parties.

INTERGOVERNMENTAL AGREEMENT

Page 3 of 5

**ARTICLE V
TERMINATION**

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

**ARTICLE VI
MISCELLANEOUS**

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

6.04 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

INTERGOVERNMENTAL AGREEMENT

Page 5 of 5

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

VILLAGE OF ROSELLE

**ILLINOIS DEPARTMENT OF HEALTHCARE AND
FAMILY SERVICES**

Andrew J. Maglio
Mayor

Theresa Eagleson
Director

Date: _____

Date: _____