

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**10/8/2019**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Ground Emergency Medical Transport (GEMT) Intergovernmental Agreement	Jeff Pindelski Fire Chief

**SYNOPSIS**

A resolution has been prepared to authorize execution of an intergovernmental agreement between the Department of Healthcare and Family Services and the Village of Downers Grove for reimbursement of unrecovered costs of ambulance transports through Medicaid.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2017-2019 include *Steward of Financial Sustainability*.

**FISCAL IMPACT**

Since this program has just been established in the state of Illinois, the amount of funds that will be reimbursed to the Village is undetermined at this time.

**RECOMMENDATION**

Approval at the October 8, 2019 consent agenda.

**BACKGROUND**

GEMT or Ground Emergency Medical Transport is a newly approved supplemental Federal funding program that allows Illinois fire agencies that perform emergency medical transports for Medicaid patients to submit for additional reimbursement for unrecovered costs associated with those transports. Currently, the State reimburses municipalities a set amount for Medicaid transports, regardless of the actual cost of providing those services. Through this program the federal government will pay to the State the difference between the set amount and the actual costs incurred for the Medicaid transports. Once the State receives the funds from the federal government, it will reimburse the Village approximately fifty percent (50%) of the funds received.

**ATTACHMENTS**

Resolution  
Intergovernmental Agreement

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES  
AND THE VILLAGE OF DOWNERS GROVE**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Intergovernmental Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and the Illinois Department of Healthcare and Family Services ("HFS" or the "Department") regarding ambulance services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all ordinances and resolutions or parts of ordinances and resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES  
AND THE VILLAGE OF DOWNERS GROVE**

The Illinois Department of Healthcare and Family Services (HFS or the Department) and the Village of Downers Grove (Village), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, hereby enter into this Intergovernmental Agreement (Agreement) in connection with fees for ambulance services. HFS and the Village 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.
- (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.

**INTERGOVERNMENTAL AGREEMENT**

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**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 Charges for covered ambulance services will be multiplied by Provider's cost to charge ratio to determine Adjusted Charges.
  - ii. Total Payments received for covered ambulance services by Provider will be subtracted from Adjusted Charges to determine Net Adjusted Charges.
  - iii. Net Adjusted Charges 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**

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**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

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6.05 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

6.07 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.09 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: [Mary.Doran@illinois.gov](mailto:Mary.Doran@illinois.gov)  
[Kiran.Mehta@illinois.gov](mailto:Kiran.Mehta@illinois.gov)

To Village: [epetrarca@downers.us](mailto:epetrarca@downers.us)  
[jpindelski@downers.us](mailto:jpindelski@downers.us)

6.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

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

## VILLAGE OF DOWNERS GROVE

ILLINOIS DEPARTMENT OF HEALTHCARE AND  
FAMILY SERVICES

\_\_\_\_\_  
 David Fieldman  
 Village Manager

\_\_\_\_\_  
 Theresa Eagleson  
 Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_