

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND**

**LOCAL EDUCATION ASSOCIATION
REGARDING REIMBURSEMENT OF EXPENDITURES FOR
THE SCHOOL BASED HEALTH SERVICES PROGRAM
2022-37-004**

The Illinois Department of Healthcare and Family Services (HFS) and [REDACTED] the Local Education Agency (LEA), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, hereby enter into this Intergovernmental Agreement (Agreement) to delineate respective roles, responsibilities, resources, and financial obligations associated with the administration of the HFS' School Based Health Services Program (SBHS). HFS and LEA are collectively referred to herein as "Parties" or individually as a "Party."

**ARTICLE I
INTRODUCTION**

1.01 Purpose. HFS and LEA hereby enter into this Agreement to delineate the Parties' respective roles, responsibilities, resources, and financial obligations associated with the administration of the Illinois Medical Assistance Program (IMAP) authorized under Title XIX and XXI of the Social Security Act as administered by HFS, for providing mutually agreed upon support to the SBHS, and maintaining clear communications between both Parties in the interest of the Parties' mutual IMAP consumers. The purpose of this Agreement is to define an intergovernmental relationship whereby HFS shall submit certain LEA costs that are documented to be funding allowable IMAP services, as well as certain administrative functions necessary for the efficient administration of the IMAP. Upon Centers for Medicare and Medicaid Services (CMS) acceptance of such costs, HFS shall transfer earned Federal Financial Participation (FFP), pursuant to the provisions of this Agreement.

1.02 Covered Medical Services. Covered medical services for purpose of this Agreement are those services that meet all of the following criteria:

- (a) The individual receiving services is an eligible IMAP customer.
- (b) The service is a covered IMAP service in accordance with approved state plan methodologies.
- (c) The provider is an IMAP enrolled provider.
- (d) The rates for services are consistent with state plan requirements.
- (e) IMAP payments do not duplicate other specific payments for the same service.
- (f) HFS and LEA maintain auditable documentation to support claims for Federal Financial Participation (FFP).
- (g) HFS conducts appropriate financial oversight over LEA billing practices.
- (h) Third Party Liability requirements are met. (CMS does not view public schools carrying out general responsibilities to ensure access to needed health care as legally liable third parties.)
- (i) All other statutory, regulatory, and policy requirements for service, payment, and associated claiming are met.

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1.03 Covered Administrative Costs. Covered administrative costs for purpose of this Agreement are those costs defined and documented pursuant to the HFS Illinois Guide for SBHS Administrative Claiming. See: <https://www2.illinois.gov/hfs/MedicalPrograms/sbhs/Pages/default.aspx>

1.04 Federal Requirements. In accordance with 42 CFR 431.10, HFS exercises administrative discretion in the administration and supervision of the IMAP and issues policies, rules, and regulations related to that administration subject to requirements of CMS.

ARTICLE II DUTIES AND OBLIGATIONS OF THE PARTIES

2.01 Mutual Responsibilities.

- (a) Both Parties agree to develop interagency procedures to facilitate the necessary implementation of this Agreement, to include the procedures in their respective policy manual or like documents, and to act in conjunction with each other in communications, both written and oral, with CMS regarding inquiries, concerns, or other activities which are related to SBHS.
- (b) Each party shall designate a representative for regular intergovernmental communications. The representative shall report all requests for interpretation of this Agreement to their respective supervisors who shall clarify policy and pursue any necessary changes to this Agreement pursuant to the procedures outlined in Section 6.02.
- (c) The Parties shall use child and family information provided under this Agreement only for the purposes contemplated by this Agreement.
- (d) The Parties agree to comply with, to require their contractors to comply with, and to protect the confidentiality of the information consistent with, HIPAA, HITECH, the Family Educational Rights and Privacy Act (FERPA) and the Illinois Student Records Act, to the extent that each party's functions and records are covered by either act and the regulations promulgated thereunder [45 CFR Parts 160 and 164; 34 CFR Part 99; 105 ILCS 10 and 23 Ill. Admin. Code Part 375].
- (e) The Parties recognize that all information, records, data, and data elements pertaining to applicants for and recipients of SBHS is confidential and each party shall ensure that it be protected from unauthorized disclosure by that party and its employees, and by such party's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12, 42 CFR Part 431, Subpart F, and 89 Ill. Admin. Code 102.30, the federal Family Educational Rights and Privacy Act and the Illinois Schools Student Records Act.
- (f) Personally identifiable information maintained by both Parties is subject to the confidentiality provisions of Federal and State statutes, rules and regulations, including, but not limited to, Title XIX of the *Social Security Act (42 USC 1396 et seq.)*. When personally identifiable information is exchanged or shared between LEA and HFS, the following rules shall apply: (i) the confidential nature of the information must be preserved; (ii) the information furnished must be used only for the purposes for which it was made available; (iii) assurance must be given that the proper steps shall be taken to safeguard the information; and (iv) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute or regulation. The release of personally identifiable information, data, or records by either Party and/or their respective staff to any unauthorized person may subject HFS or LEA and their respective staff to criminal and/or civil penalties as imposed by law.
- (g) The Parties shall abide by the Individuals with Disabilities Education Act (IDEA), the Social Security Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act (ADA), the Illinois

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Human Rights Act and all other federal and state constitutional provisions, laws, regulations or orders which prohibit discrimination. The parties further agree to take affirmative action to ensure that no unlawful discrimination is committed.

2.02 HFS Responsibilities.

- (a) In accordance with 42 CFR 431.10, HFS exercises administrative discretion in the administration and supervision of the IMAP and issues policies, rules, and regulations related to the IMAP.
- (b) HFS shall enroll LEA as an eligible medical provider to participate in the IMAP, as long as it otherwise qualifies as such a provider, and through this agreement, as an administrative extension of HFS.
- (c) HFS shall maintain the separate account with the State Treasury for the purposes of receipt and disbursement of federal funds received for SBHS and shall request the necessary appropriation from the General Assembly.
- (d) HFS shall receive, review and process in a timely fashion any claim for reimbursement of IMAP administrative expenditures, and the documentation related thereto, provided by the LEA.
- (e) HFS shall process data in a timely fashion for the purpose of claiming federal financial participation (FFP).
- (f) HFS shall draw FFP for the reimbursement of the eligible expenditures of the LEA in accordance with the federal rules and regulations as prescribed in the Cash Management Improvement Act Agreement between HFS and the US Treasurer, and, except as otherwise provided herein, deposit such FFP into the Special Education Medicaid Matching Fund.
- (g) HFS shall expeditiously authorize the Comptroller to disburse the FFP attributable to services provided and administrative activities hereunder, to the LEA in a timely manner, less any amount off set pursuant to Article III. below.
- (h) HFS shall monitor the operation of services reimbursed under the IMAP, and in compliance with the applicable standards, including but not limited to inspecting individual service records, including Individualized Education Programs (IEPs) and/or Individualized Family Service Plans (IFSPs). Monitoring shall include, but is not limited to, reviews of the following:
 - (i) IMAP customer eligibility;
 - (ii) Claims;
 - (iii) IEP and/or IFSPs;
 - (iv) Other medical plans of care;
 - (v) Rates; and
 - (vi) Annual Cost Reports.
- (i) HFS shall recognize the IEPs and IFSPs and other medical plans of care as described in the HFS Chapter U-200 Handbook as determinative of the medical necessity of the services provided.
- (j) HFS shall monitor the application of the cost allocation plan to administrative expenditures incurred by the LEA. Said monitoring may include, but not be limited to, inspecting LEA personnel and expenditure records, and conducting interviews.
- (k) HFS shall report all deficiencies and problems noted in the course of such monitoring in writing to the LEA in order that the LEA may correct the deficiencies.
- (l) HFS shall be responsible for the coordination and implementation of State and Federal audit requirements.
- (m) HFS shall furnish LEA on a timely and regular basis such data, reports and information as may be required to ensure that LEA may satisfy State and Federal fiscal responsibility requirements governing all services funded under Titles XIX and XXI of the Social Security Act. Such data, reports

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and information shall include but not be limited to IMAP customer, fiscal, provider and service data as agreed upon by LEA and HFS.

- (n) HFS shall administer the Medicaid Management Information System (MMIS), and expeditiously process IMAP claims for payments to the LEA. The maximum rate allowed, amount, timing and nature of claims processed through the MMIS shall be determined by HFS in accordance with Federal regulations.
- (o) HFS shall provide for a process by which the LEA may seek an informal reconsideration of, or an adjustment to, HFS' decision to reject any portion of any claim for reimbursement of IMAP administrative expenses. This process shall include a right to notice and an opportunity to be heard.

2.03 LEA Responsibilities.

- (a) The LEA agrees to comply with all policies and instructions promulgated by HFS and communicated to the LEA from time to time.
- (b) The LEA shall enroll as a medical provider in the IMAP and, through this agreement, as an administrative extension of HFS.
- (c) The LEA shall submit to HFS properly prepared IMAP claims for processing through the MMIS.
- (d) The LEA shall maintain documentation of the basis for any claim for reimbursement of IMAP administrative expenditures pursuant to this agreement.
- (e) By submitting to HFS a claim for reimbursement of IMAP administrative expenditures, the LEA certifies that the expenditures were incurred prior to submittal, and that they are the actual costs of the administrative activity undertaken in support of the IMAP in accordance with the principles established in 2 CFR Part 200 and in accordance with the cost allocation plan. The LEA certifies that the funds used for expenditures are not federal funds, or if they are federal funds, their use is authorized by federal law to match other federal funds. The LEA further certifies that the funds used for expenditures have not been used to match other federal funds.
- (f) The LEA shall provide to HFS all documents and other necessary information to allow HFS, as the Medicaid Single State Agency, to submit a request for Federal Financial Participation (FFP) and to monitor the program. This documentation shall be provided in a timely fashion to facilitate the request for reimbursement.
- (g) The LEA shall make necessary arrangements or contracts to acquire eligibility data needed to determine the claim for reimbursement of IMAP administrative expenditures.
- (h) The LEA shall use the claiming processes provided by HFS.
- (i) The LEA shall submit claims for reimbursement of IMAP administrative expenditures on a quarterly basis within the timeframes established in the HFS Illinois Administrative Guide for School-Based Health Services Administrative Claiming. Claims received by HFS after the established timeframes will not be processed.
- (j) The LEA shall submit claims for covered medical services within the timeframes established in Handbook for Local Education Agencies, Chapter U-200, HFS Medical Provider Handbooks. Claims received by HFS after the established timeframes will not be processed.
- (k) The LEA shall submit the annual cost report for claims for covered medical services in the timeframe outlined by HFS. Failure to submit the annual cost report in the required timeframe will result in the recoupment of ALL reimbursement received for claims for dates of service during the period of time covered by the annual cost report.
- (l) The LEA shall cooperate and comply with any reviews or audits by HFS, the State Auditor General, the US Department of Health and Human Services, the Medicaid Fraud Control Unit of the Office

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- of Inspector General and any other entity authorized by law to review state or federal expenditures related to the IMAP or this Agreement.
- (m) Documents in support of a claim for reimbursement of IMAP administrative expenditures shall include, but are not limited to, identification of sampled staff and allowable expenditures and expenses. The LEA shall maintain detailed records sufficient to meet the requirements of 2 CFR Part 200 and to document such compliance.
 - (n) When the LEA is no longer required to retain IMAP customer information provided by HFS, that information, as well as all copies of the information, is to be deleted from any electronic storage medium in a manner to ensure that the data cannot be retrieved by any means. Any hard copy version of the IMAP customer information, including printed-paper or microfiche versions, is also to be destroyed, except as prohibited by law. Notwithstanding the foregoing, the LEA may retain for audit purposes the following data elements for each IMAP customer for a period not to exceed five (5) years after each IMAP customer reaches the age of 23 years:
 - (i) the IMAP customer's recipient identification number (RIN),
 - (ii) the beginning and end dates of the IMAP customer's period(s) of eligibility, and
 - (iii) the MANG P codes associated with each eligibility period.

ARTICLE III REIMBURSEMENT AND ADJUSTMENTS

3.01 Administrative expenditures by the LEA attributable to the IMAP may be eligible for Federal Financial Participation (FFP). The LEA shall maintain detailed records sufficient to meet the requirements of 2 CFR Part 200 and to document such compliance.

3.02 The LEA must submit to HFS documentation of administrative activities that relate to allowable IMAP covered services. HFS, as the Medicaid Single State Agency, shall determine what expenditures are allowable through a cost allocation plan established and maintained by HFS in accordance with the provisions of 2 CFR Part 200. This plan, which is subject to approval by the United States Centers for Medicare and Medicaid Services, must be followed by the LEA whenever a claim is submitted.

3.03 HFS shall maintain detailed records sufficient to meet the requirements of 2 CFR 200 and to document such compliance. Documents in support of an administrative claim include, but are not limited to, sampling procedures, identification of sample staff and allowable costs and expenses. All programmatic methodologies used to calculate the administrative claim must be incorporated into the aggregate LEA Cost Allocation Plan and LEA must assure that claims for reimbursement of program costs are not duplicative of other LEA claims.

3.04 In order to offset the costs to the State for administering SBHS, the LEA agrees that:

- (a) HFS will transfer any fee or cost assigned to the Special Education Medicaid Matching Fund as directed by state statute. These fees can include, but are not limited to, any amount assessed the fund for services of the Auditor General and any amount directed by statute to be transferred out of the fund, and
- (b) Of the remaining funds, HFS shall retain an amount to cover the State's costs to administer the SBHS program. In no event shall said amount exceed four percent (4%) of the IMAP reimbursement to the LEA attributable to administrative expenses and net annual cost settlement amounts.

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3.05 Upon completion of a review or audit that results in a finding that federal reimbursement under this Agreement was obtained or paid incorrectly, the LEA shall be furnished with a written notice containing the finding and necessary adjustment or requested repayment. In the event that the LEA objects or disagrees with the finding, it may request reconsideration, as allowed by HFS.

- (a) In the event that a federal audit results in a finding that FFP funds were obtained or paid incorrectly for services reimbursed under this Agreement, and the finding requires repayment of such funds, the repayment shall be processed through the current HFS FFP case draw-down procedure.
- (b) In the event that the finding results in additional reimbursement due from the federal government, the LEA may initiate an adjustment to affect future reimbursement.

ARTICLE IV TERM

4.01 Term. This Agreement shall commence upon full execution by the Parties and, unless otherwise terminated by the Parties, shall remain in effect until terminated under Article V, below.

4.02 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon sixty (60) days' prior written notice to the other Party. Upon the mutual written consent of both Parties, the Agreement may be terminated sooner. In the event of termination, HFS shall process all claims for reimbursement of IMAP administrative expenditures incurred prior to the effective date of termination even though such processing activities may extend beyond the termination date.

4.03 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.

4.04 Availability of Appropriation; Sufficiency of Funds. Agreement is contingent upon and subject to the availability of sufficient funds. A Party 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 Parties by the State or the Federal funding source, (ii) the Governor or one of the Parties reserves funds, or (iii) the Governor or the one of the Parties determines that funds will not or may not be available for payment. A Party shall provide notice, in writing, to all other Parties 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.

4.05 Nothing contained herein shall be construed as an agreement to perform any illegal act or any act not permitted to be performed by either HFS or the LEA. In the event that this Agreement is determined to be invalid, it shall be terminated immediately, subject to processing data and matching fund requests for services provided prior to such termination. Should any portion or portions of the Agreement be found to be invalid, the said portion or portions shall not be construed to render the entire Agreement void but shall be severed from the Agreement upon such finding.

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4.06 Nothing contained herein serves to limit, alter, or amend either Party's duties, rights or responsibilities as set out in the applicable State and Federal statutes, laws, or regulations.

ARTICLE V MISCELLANEOUS

5.01 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. Any changes amendment to this Agreement shall be subject to intergovernmental discussion and concurrence in writing, thereafter to be reduced to writing and incorporating this document by reference.

5.02 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.

5.03 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of the payment of FFP for reimbursement of expenditures under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents relating to the delivery of care or service under this Agreement, and as further required by HFS and/or 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.

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

5.05 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.

5.06 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.

5.07 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.

5.08 Notices. All written notices, requests and communications may be made by regular mail, telefacsimile or electronic mail (email) to the addresses set forth below. Notices under Article V shall be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized

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overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. Either Party may at any time give notice in writing to the other Party of a change of name, regular mail or email address, telephone or telefacsimile number.

To HFS: Bureau of Program and Policy Coordination
201 S. Grand Avenue East, 2nd Floor
Springfield, IL 62763
Telephone 217/ 782-3953
Telefacsimile 217/ 524-2530
Email HFS.SBHS@illinois.gov

To LEA: Insert LEA name, regular mail or email addresses, telephone and telefacsimile numbers from provider enrollment information.

5.09 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.

5.10 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.

LEA

ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

By _____

Printed Name _____

Theresa Eagleson, HFS Director

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Title

Date:

Date:

National Provider Identification (NPI)

Region-County-District Code