

- 2.1 "COS" means category of service, as defined by the Department for operation of its Medicaid Management Information System
- 2.2 "Clean Claim" means the submission of a request for payment for Covered Service (a) submitted by a Provider within twelve (12) months of the date upon which the Covered Service is provided to the

As used in this Agreement, the following terms have the following meanings:

**Article II
DEFINITIONS**

This Agreement defines the rights and responsibilities of the Department and the County regarding programs facilitated by these government agencies. It delineates the respective responsibilities, roles, resources and financial obligations associated with the administration of claiming for medical and behavioral health care services included within the Medical Programs.

**Article I
INTRODUCTION**

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

WHEREAS, federal financial participation may be available for these expenditures; and

WHEREAS, only the Department is able to pursue this federal financial participation.

WHEREAS, the County makes expenditures for such services; and

WHEREAS, federal financial participation may be available for these expenditures; and

WHEREAS, the County is responsible for the provision of certain medical and behavioral health services for eligible adults and juveniles under county jurisdiction that are reimbursable under the Medical Programs; and

WHEREAS, the Department is the single State agency that administers the Medical Programs under (a) the *Illinois Public Aid Code (305 ILCS 5/1-1 et seq.)* and Title XIX of the *Social Security Act* and (b) the children's health insurance programs established under the *Illinois Insurance Code (215 ILCS 106/1 et seq.* and 170/1 *et seq.)* and Title XXI of the *Social Security Act*; and

WHEREAS, the Department and the County are committed to a coordinated, effective, and responsive system of medical and behavioral health care services for adults and juveniles under their jurisdictions; and

Subject to the provisions of the *Illinois Public Aid Code (305 ILCS 5/12-4.7 and 5/12-10.4)*, the State of Illinois, acting by and through the Department of Healthcare and Family Services ("Department"), and County of Lake ("County"), hereby enter into this intergovernmental agreement ("Agreement").

regarding medical and behavioral health services

Lake County

and

Department of Healthcare and Family Services

between the

Intergovernmental Agreement

State of Illinois

- 3.1 The Department and the County shall assign responsibilities to senior staff from their respective entities to implement, supervise, and function as liaisons as it relates to the operation and evaluation of this Agreement.
- 3.2 The Department and the County shall coordinate internal and intergovernmental procedures to facilitate the necessary implementation of this Agreement and to include, as appropriate, those procedures in their respective policy manuals, handbooks and claiming guides.

**Article III
MUTUAL RESPONSIBILITIES**

- 2.3 "Claim Information" means the submission by the County to the Department, or its designee, of certification that the County has paid Clean Claims to Providers for Covered Services provided to Clients.
- 2.4 "Client" means an individual who has been committed by an Illinois court to a mental health facility and has received Covered Services from a Provider, and who is either: (A) under the age of 21, meets the eligibility requirements of the Medicaid State Plan pursuant to Title XIX of the Social Security Act (42 U.S.C. 1396 et seq.) and is enrolled in the Medical Assistance program; or (B) meets the eligibility requirements of the State Plan pursuant to Title XXI of the Social Security Act (42 U.S.C. 1397 et seq.) and is enrolled in the State Children's Health Insurance Program.
- 2.5 "Covered Services" means services, as defined by the Department in the Title XIX State plan, *Handbook for Providers*, and notifications to providers, the *Illinois Administrative Code*, the Rule 132 Service Definitions and Reimbursement Guide, and, if applicable, the handbooks and notifications issued by other State agencies in support of the Medical Programs, to the extent that they are eligible for federal reimbursement under the Medical Programs.
- (a) COS 033 – Mental Health Clinic Option Services
- (b) COS 034 – Mental Health Rehab Option Services
- (c) COS 047 – Mental Health Targeted Case Management Services
- 2.6 "Provider" means a person, certified to provide Covered Services to Clients by and enrolled with the Department to do so, that has not been terminated, barred, or suspended from providing Covered Services.
- 2.7 "FFP" means federal financial participation, or federal matching funds, earned on eligible expenditures under a Title XIX of XXI of the *Social Security Act*.
- 2.8 "HIPAA" means the federal *Health Insurance Portability and Accountability Act of 1996 (Public Law 104-0191)*.
- 2.9 "Medical Programs" means the health care coverage programs administered by the Department, including, but not limited to, those administered under Articles V and VI of the *Illinois Public Aid Code (305 ILCS 5/5-1 et seq. and 6/6-1 et seq.)*, the *Children's Health Insurance Program (215 ILCS 215/106)*, the *Illinois Insurance Code (215 ILCS 106/1 et seq. and 170/1 et seq.)*, and Titles XIX and XXI of the *Social Security Act (42 U.S.C. 1396 et seq.)*.
- 2.10 "SCHIP" means the State Children's Health Insurance Program authorized under Title XXI of the *Social Security Act (42 U.S.C. 1397aa et seq.)* and the *Children's Health Insurance Program Act (215 ILCS 106)*.

- (vi) Is properly documented and that documentation is available for audit and review.
 - (v) Was not made from federal funding sources or the local dollars required to match federal funds.
 - (iv) Was made in compliance with the applicable rules and policies of the Department and may be eligible for FFP.
 - (iii) Was provided by a health care provider qualified, under the provisions of 59 Ill. Adm. Code 132ff., to provide those services and was certified to participate in the HFS's Medical Programs.
 - (ii) Was made in support of the Medical Programs and provided to an individual who, on the date of service, was enrolled in one of the Medical Programs administered by the Department.
 - (i) Was made for a Covered Service.
- By submitting Claim Information, the County certifies that the certified expenditure:
- (a) The County shall submit Claim Information to the Department or its designee, according to Department specifications, on a medium, in the format, and on a time frame specified by the Department.

4.1 Submission of Claim Information.

**Article IV
COUNTY'S RIGHTS AND RESPONSIBILITIES**

- 3.8 The Department and the County shall comply with all manuals and guides that are applicable to this agreement, as amended from time to time and as approved by the Department.
- 3.7 The Department and the County shall comply with all federally mandated HIPAA requirements for privacy, security and electronic storage, and transfer of medical information.
- 3.6 Nothing contained herein shall be construed as an agreement to perform any illegal act or to perform any act not permitted by the Department or the County. In the event that the Agreement is contrary to statute, regulation or rule, it shall terminate immediately. However, should any portion or portions of this Agreement be found to be contrary to statute, rule or regulation, said portion or portions shall be severed from the Agreement so as not to render the entire Agreement void.
- 3.5 Nothing contained herein serves to limit, alter, or amend either party's duties, rights or responsibilities as set out in applicable federal and State statutes, rules or regulations.
- 3.4 The Department and the County shall abide by all applicable federal and State laws that prohibit discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, or physical or mental disability.
- 3.3 Information contained in the databases of the respective agencies that identifies Clients is subject to the confidentiality provisions of federal and State statutes, rules, and regulations. When confidential information is exchanged by the Department and the County, the following rules shall apply: (a) the confidential nature of the information must be preserved; (b) the information furnished must be used only for the purposes for which it was made available; (c) assurance must be given that the proper steps shall be taken to safeguard the information; and, (d) 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.

(b) The County shall not submit Claim Information on any claim for payment that is not a Clean Claim; i.e. that was not submitted by the Provider within one (1) year after the Covered Service is provided to the Client, did not contain the information requested on the required form, or was not appropriately coded.

(c) Claim Information shall be submitted only in a form and format specified by the Department. Claim determined by the Department not to be a Clean Claim and for resubmitting corrected Claim Information to the Department or its designee within the time period specified above.

4.3 **Time Limit.** The County understands that the Department cannot claim FFP for any claim that is not a Clean Claim, and that the Department can only submit a claim for FFP for any Covered Service within 637 days after the calendar quarter in which the expenditure was incurred, in order to be in compliance with Federal regulations.

4.4 **Audits.** To the extent applicable, the County shall comply with the requirements of *Office Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations*, including the requirement for an audit contained in Subpart B of that *Circular*.
4.5 **Other Duties.** The County, or its agent, shall perform all data preparation and entry functions, including, but not limited to, system maintenance and error resolution.

4.6 **Employees and contractors.** The County shall screen all current and prospective employees, contractors and subcontractors prior to engaging their services under this Agreement and at least annually thereafter, by:

- (a) Requiring that current or prospective employees, contractors or subcontractors to disclose whether they are Excluded Individuals/Entities; and
- (b) Reviewing the list of sanctioned persons maintained by the Agency's Office of Inspector General (OIG) (available at <http://www.state.il.us/agency/oig>), and the Excluded Parties List System maintained by the U.S. General Services Administration (available at <http://epls.arnet.gov/>)
- (c) For Purposes under this section, "Excluded Individual/Entity" shall mean a person or entity which:

- (i) Under Section 1128 of the Social Security Act, is or has been terminated, barred, suspended or otherwise excluded from participation in, any program under federal law, including any program under Titles XVIII, XIX, XX or XXI of the Social Security Act;
- (ii) Has not been reinstated in the program after a period of exclusion, suspension, debarment, or ineligibility; or
- (iii) Has been convicted of a criminal offense related to the provision of health care items or services in the last ten (10) years.

(d) The County shall terminate its relations with any employee, contractor or subcontractor immediately upon learning that such employee, contractor or subcontractor meets the definition of an Excluded Individual/Entity, and shall notify the OIG of the termination.

4.7 **Ethics.** The County certifies that it is not currently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal or

State department or agency, or is currently barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code, 30 ILCS 500/1-1 et seq. If at any time during the term of this Agreement, the County becomes barred, suspended, or excluded from participation in this transaction, the County shall, within thirty (30) days of becoming barred, suspended or excluded, provide to the Department a written description of each offense causing the exclusion, the date(s) of the offense, the action(s) causing the offense(s), any penalty assessed or sentence imposed, and the date any penalty was paid or sentence completed.

4.8 Vendor, as defined in Public Act 95-0971 and Executive Order 3 (2008), certifies that it has read, understands, and is in compliance with the Act and Order and will not make or solicit a contribution that will violate the Act or Order. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Vendors, as well as limitations on political contributions by certain Vendors and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer. Executive Order 3 (2008) establishes additional restrictions on political contributions and solicitations by certain Vendors and their affiliates.

Vendor further certifies, in accordance with Public Act 95-0971, as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

**Article V
DEPARTMENT RESPONSIBILITIES**

- 5.1 **Federal Matching Funds.** The Department shall use Claim Information on paid Clean Claims to claim FFP and deposit the same into the appropriate State fund.
- 5.2 **Fund Disbursements.** The Department shall disburse monies to the County for reimbursement of Clean Claims paid by the County. Reimbursement shall not exceed the amount of FFP received by the Department for Clean Claims paid by the County. FFP shall be distributed as follows:
 - 5.2.1 For counties that received FFP for these services under an intergovernmental agreement that was executed before April 1, 2009, the county shall receive 100% of the FFP received for such claims.
 - 5.2.2 For any other county, the county shall receive 96% of the FFP received for such services and 4% will be retained by the Department to cover the State's administrative costs.

5.3 **Claim Information Processing.**

- (a) Certification and Claim Information on Clean Claims paid will be processed in the Department's Medical Assistance payment cycle.
- (b) Claim information that the Department, in its sole discretion, determines not to be a Clean Claim shall be rejected and the Department shall send the County a report regarding the

Department shall give the County notice of such termination for failure of funding as soon as canceled without penalty to, or further payment being required by, the Department. The not appropriated or available for any fiscal period, the remainder of this Agreement shall be or the availability of federal funds for the purpose outlined in the Agreement. In the event funds are **Availability of Funds.** This Agreement is subject to the availability of Department appropriation

9.2

forth herein. the term of office of each successor-administering County official, unless it is terminated as set Thereafter, this Agreement shall automatically renew for an additional period of time that equals that equals the term of office of the administering County official that first executes the agreement. parties have executed this Agreement and shall continue in full force and effect for a period of time **Term.** This Agreement shall be effective on the first day of the calendar quarter during which both

9.1

**Article IX
TERM AND TERMINATION OF AGREEMENT**

reference. concurrence in writing, thereafter to be reduced to writing and incorporating this document by **Change in the Agreement.** Any changes to this Agreement shall be subject to discussion and

8.2

amend or terminate this Agreement. **Periodic Review.** At the request of either agency, a formal review may be scheduled to modify,

8.1

This Agreement shall be periodically reviewed as follows:

**Article VIII
PERIODIC REVIEW**

County administrative costs applicable to the Medicaid Program population served may be eligible for FFP. Certification of administrative expenditures is subject to the provisions of 89 Ill. Admin. Code 140.850.

**Article VII
ADMINISTRATIVE COSTS**

The Department will notify the County of all federal disallowances and deferrals for claims submitted pursuant to this Agreement and all agreements, which incorporate this Agreement. The Department, in consultation with the County, shall prepare an appropriate response for submission to the appropriate federal agency. If there is a finding that requires repayment of FFP, the Department shall adjust future or final payments otherwise due to the County. If no payments are due and owing to the County, or if the repayment amount exceeds the amount otherwise due to the County, the County shall immediately refund all amounts that may be due to the Department.

6.2

The County agrees to bear the non-federal share of program costs necessary to claim and receive FFP under this Agreement.

6.1

**Article VI
CONDITIONS FOR REIMBURSEMENT**

rejected Claim information. The Department will not submit a claim for FFP for any claim that the Department determines is not a Clean Claim.

(b) **Retention of Records.** The County shall maintain all business, professional, and other records in accordance with the specific terms and conditions of this Agreement and pursuant to generally accepted accounting practice. The County shall maintain, during the pendency of the

amounts that may be due to the Department.
exceeds the amount otherwise due to the County, the County shall immediately refund all due to the County. If no payments are due and owing to the County, or if the overpayment(s) overpayment(s) to the County, the Department shall adjust future or final payments otherwise billing records as they relate to payments under this Agreement. If the audit findings indicate business hours, full and complete access to the relevant portions of the County's books and provide, in Illinois or any other location designated by the Authorized Person, during normal such review or audit. Upon reasonable notice by any Authorized Person, the County shall Assistance Program ("Authorized Persons"), and the County agrees to cooperate fully with any and other State and federal agencies with monitoring authority related to the Medical State Police Medicaid Fraud Control Unit, federal auditors, and the Illinois Auditor General, Department and its representatives, the Department's Office of Inspector General, the Illinois therefore shall be available for review or audit by State and federal officials, including the

(a) **Right of Audit.** This Agreement and all books, records, and supporting documents related to the Department shall be available for review or audit by State and federal officials, including the Department and its representatives, the Department's Office of Inspector General, the Illinois State Police Medicaid Fraud Control Unit, federal auditors, and the Illinois Auditor General, and other State and federal agencies with monitoring authority related to the Medical Assistance Program ("Authorized Persons"), and the County agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, the County shall provide, in Illinois or any other location designated by the Authorized Person, during normal business hours, full and complete access to the relevant portions of the County's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the County, the Department shall adjust future or final payments otherwise due to the County. If no payments are due and owing to the County, or if the overpayment(s) exceeds the amount otherwise due to the County, the County shall immediately refund all amounts that may be due to the Department.

10.3 **Audits and Records.**

Agreement shall automatically terminate.
the parties are unable to agree upon a mutually acceptable amendment within sixty (60) days, this to negotiate in good faith to amend this Agreement to comply with applicable law or regulation. If applicable law or regulation affects the validity of any portion of this Agreement, the parties agree to negotiate in good faith to amend this Agreement to comply with applicable law or regulation. If

10.2 **Amendments Necessary for Statutory or Regulatory Compliance.** In the event any change in applicable law or regulation affects the validity of any portion of this Agreement, the parties agree to negotiate in good faith to amend this Agreement to comply with applicable law or regulation. If the parties are unable to agree upon a mutually acceptable amendment within sixty (60) days, this Agreement shall automatically terminate.

10.1 **Amendments.** This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.

**Article X
GENERAL TERMS**

(d) If the parties fail to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.
(c) If legislation or regulations are enacted or a court of competent jurisdiction interprets a law so as to prohibit the continuance of this Agreement.
(b) If the County breaches any of the representations, warranties or covenants set forth in this Agreement, which breach inhibits the Department's ability to collect FFP.
(a) If funds become unavailable as set forth in Section 11.2 of this Agreement.

Department for any of the following reasons:
9.3 **Other Termination Rights.** This Agreement shall automatically terminate on a date set by the

Department to meet such obligations.
cancellation at any time when there are not sufficient authorized funds lawfully available to the Department's obligations hereunder shall also be subject to immediate termination and to perform shall cease immediately upon notice by the Department of lack of appropriated funds. The County's obligation practicable after the Department becomes aware of the failure of funding. The County's obligation

Agreement and for a minimum of six (6) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents as required by this Section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

10.4 Choice of Law. This Agreement shall be governed by and construed according to the laws and administrative rules of the State of Illinois. Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims.

10.5 Confidentiality.

(a) **Confidentiality of Identified Information.** Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that has been reasonably identified either as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, that is received from a third party free to disclose it, that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.

(b) **Confidentiality of Program Recipient Identification.** The County shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected by the County and its employees, by the County's corporate affiliates and their employees, and by the County's subcontractors and their employees, from unauthorized disclosure, pursuant to: 305 *ILCS* 5/11-9, 11-10, and 11-12; 42 *USC* 654(26); 42 *CFR* part 431, subpart F; and, *Illinois Rules of Court*.

10.6 Notices. All notices, requests and communications, unless specifically required to be given by a specific method, may be sent to the address or telecopier (facsimile) number set forth below by one of the following methods: (a) delivered in person, obtaining a signature indicating successful delivery; (b) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (c) sent by certified mail, obtaining a signature indicating successful delivery; or (d) transmitted facsimile, producing a document indicating the date and time of successful transmission. Either party may, at any time, give notice in writing to the other party of a change of name, address, or telephone or telecopier (facsimile) number.

To the County: County name Lake County Court Administration
Address 18 N. County St.
Waukegan, IL 60085
Telephone: 847.337.3600
Telecopier: 847.249.8442
E-mail address: mjmunisvo@lakecounty.il.gov

The County certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- 11.1 The County, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- 11.2 The County will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).
- 11.3 The County is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- 11.4 The County complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 11.5 The County does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 11.6 The County complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
- 11.7 The County certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (PA 94-0264).
- 11.8 The County certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states, "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated."
- 11.9 The County warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former

Certifications

Article XI

To the Department: Department of Healthcare and Family Services
 Bureau of Program and Reimbursement Analysis
 201 South Grand Avenue East
 Springfield, Illinois 62763-0001

Telephone: (217) 782-3953
 Telecopier: (217) 524-2530
 E-mail address: bptra@illinois.gov

State employee who had procurement authority at any time during the one year period preceding the procurement lobbying activity (EO No. 1 (2007)).

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

For the
County of Lake
Department of Healthcare and Family Services

County Authorized Representative
Title
Barry S. Maram
Director of Healthcare and Family Services
County's FEIN: 36-6006600
(Date)
(Date)

Attachment A
Taxpayer Identification Certification

A. The County certifies that:

1. The number shown on this form is the County's correct taxpayer identification number (or Grantee is waiting for a number to be issued to Grantee); and
2. The County is not subject to backup withholding because:

- (a) The County is exempt from backup withholding, or
 - (b) The County has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - (c) The IRS has notified the County that it is no longer subject to backup withholding, and
3. The County is a U.S. person (including a U.S. resident alien).

B. County: Lake

C. County's Taxpayer Identification Number: 36-600600

D. Grantee's Legal Status (*check one*):

Governmental

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF GRANTEE.

Signature of Authorized Representative

Printed Name and Title

Date