

issued to the Plaintiffs, which granted or denied prior approval for in-home shift nursing services, were deficient under the Medicaid Act and due process standards.

3. On May 4, 2016, the Court certified a class under FRCP 23(b)(2) defined as “[a]ll Medicaid-enrolled children under the age of 21 in the State of Illinois, including children who are enrolled in a Medicaid waiver program, who received in-home shift nursing services or applied for in-home shift nursing services and received notices from the Illinois Department of Healthcare and Family Services that their requests for in-home shift nursing services had been denied, or reduced, or approved at a lower level than requested, or terminated by the Illinois Department of Healthcare and Family Services on or after January 1, 2014.”

4. Also on May 4, 2016, after finding that Plaintiffs had demonstrated a reasonable likelihood of success on the merits of their due process claims because: (1) the defendant's new process for reviewing medical need and granting prior approval for in-home shift nursing services lacked ascertainable, non-arbitrary, standards, and (2) the defendants' accompanying notices under this process were inadequate, the Court entered a preliminary injunction that ordered as follows:

- a. Pending further order of this court, Defendant shall restore any in-home skilled nursing services to the plaintiffs and class members that were denied, reduced, lowered, or terminated on or after January 1, 2014; and
- b. Pending further order of this court, Defendant shall not reduce, lower, or terminate any in-home skilled nursing services to plaintiffs and class members without demonstrating to this court, by notice and motion that it has complied with due process of law.

5. The Parties desire to resolve this matter amicably and without going to trial. Without conceding any infirmity in their claims or defenses, the Parties have engaged in arms-length settlement negotiations to resolve the claims raised by this action as set forth in Plaintiffs' Second Amended Complaint. Plaintiffs and Defendant have reached an agreement for settling this litigation that the Parties believe is fair, reasonable, and adequate to protect the interests of all Parties.

6. By entering into this Settlement Agreement, Defendant does not admit to any liability, fault, wrongdoing, or violation of law regarding the allegations made in this action or any other actions resolved herein. No part of this Settlement Agreement may be used as evidence of Defendant's liability, fault, wrongdoing, or violation of law in this or any other legal proceeding.

7. The Parties will file this Settlement Agreement with the Court, and ask that the Court approve it. Court approval is a condition precedent to the Settlement Agreement becoming effective and binding on the Parties.

THEREFORE, based upon the foregoing, and the Court being otherwise fully advised, the parties agree as follows:

AGREEMENT

B. JURISDICTION

8. The Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1343.

C. DEFINITIONS

9. As used herein, the following terms have the following meanings:
- a. "Applicable law" means Title XIX of the Social Security Act, implementing regulations, directives, and sub-regulatory guidance from the federal Centers for Medicare and Medicaid Services ("CMS"), and any other applicable federal law.
 - b. "Approval Date" means the date on which the Court approves this Settlement Agreement and enters judgment.
 - c. "Class Counsel" means Attorneys Robert H. Farley, Jr., Mary Denise Cahill, and the Legal Council for Health Justice (by Caroline Chapman, and Thomas Yates).
 - d. "Class," "Class Members," and "child" mean any individuals who meet the definition in Paragraph 3.
 - e. "Court" means the United States District Court for the Northern District of Illinois, Eastern Division.
 - f. "Defendant" means the Director of the Illinois Department of Healthcare and Family Services in her official capacity, and any of her successors.
 - g. "EPSDT" means the Early and Periodic Screening, Diagnostic, and Treatment services requirement of Title XIX of the Social Security Act, which provides that, for Medicaid-eligible children under the age of 21, a State must provide "screening services ... [and] necessary health care, diagnostic services, treatment, and other measures described in subsection [1396d(a)] to correct or ameliorate defects and physical and mental illness and conditions discovered by the screening services, whether or not such services are covered under the State plan." 42 U.S.C. § 1396d(r)(1), (5).

- h. "Family" or "Guardian" means the Class Member's parents, guardians, caretakers, legally responsible adults, and other immediate family members.
- i. "Illinois Medicaid State Plan" or "State Plan" means the plan the State of Illinois submitted to the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services ("CMS"), in accordance with Title XIX of the Social Security Act, 42 U.S.C. § 1396–1396v, in effect as of the Approval Date, including any subsequent amendments thereto.
- j. "In-home shift nursing" means shift nursing care in the home for the purpose of caring for a participant under 21 years of age who has extensive medical needs and requires ongoing skilled nursing care.
- k. "Managed Care Organization" ("MCO") means an entity or organization under contract with the State of Illinois to manage, coordinate, or facilitate arrangement of any type of health care for Medicaid clients.
- l. "Named Plaintiffs" means the following individuals: M.A, F.L., Y.R., H.S., and L.T.
- m. "Parties" means Plaintiffs and Defendant, collectively.
- n. "Provider" means an entity or individual enrolled by the Department of Healthcare and Family Services ("Department") to provide services in the Medicaid Assistance Program.

D. OBLIGATIONS

10. As provided in this Settlement Agreement, Defendant shall revise her processes for reviewing medical necessity and making prior approval decisions for in-home shift nursing services to Medicaid-eligible children under the age of 21.

11. Nothing in this Settlement Agreement shall require or authorize any particular service to be covered or made available to any Class Member if such service is beyond the federal EPSDT provisions of the Medicaid Act. This Settlement Agreement shall not override or supersede applicable law, and nothing in this Settlement Agreement shall require the provision of any type of service.

12. This Settlement Agreement shall not dictate how Defendant shall otherwise operate or fund the State's Medical Assistance programs or State Plan beyond the obligations specifically set forth herein with regard to the Class.

13. Services provided pursuant to the Defendant's prior approval shall be based on an assessment of medical necessity, consistent with applicable law.

14. Defendant shall use the templates substantially similar to those attached as Exhibit A to this Settlement Agreement to provide notice of prior approval decisions on in-home shift nursing services to Plaintiffs and Class Members.

- a. Defendant shall submit any future, proposed revisions to Class Counsel at least 30 days prior to adopting the revised form. Within 14 days, Class Counsel may object in writing to the proposed revisions solely on the basis of the form's compliance with due process, 42 C.F.R. 431.210(a)-(e), or 42 C.F.R. 438.404(b) and provide a detailed explanation of the reason for the objection together with suggested alternative language.
- b. Defendant shall meet and confer with Class Counsel regarding any objection and attempt to resolve any disputes by agreement. If a dispute cannot be resolved, the parties shall bring the matter to the court for resolution.

- c. If no objection is made by Class Counsel after 14 days, Defendant may adopt and implement the revised template 30 days after it was initially submitted to Class Counsel.
- d. Upon reviewing any proposed substantial revisions to the templates, Class Counsel may, within 14 days after the proposed revision is provided, suggest language, revisions, or clarifications to the template from that do not rise to the level of a formal objection related to compliance with due process, 42 C.F.R. § 431.210(a)–(e) or 42 C.F.R. § 438.404(b). The Defendant shall take these revisions under advisement and attempt to work collaboratively with Class Counsel to address their suggestions.

15. Defendant shall revise its existing processes for reviewing medical necessity and granting prior approval for in-home shift nursing services as provided below:

- a. HFS's reviews of the medical necessity of in-home shift nursing requests for determinations of prior approval of in-home shift nursing services for Class Members shall be done by one or more Illinois-licensed physicians experienced in pediatrics ("reviewing physician").
- b. The reviewing physician shall make reasonable efforts to obtain information relevant to the current assessment of medical necessity of in-home shift nursing from appropriate medical and other necessary sources unless the documentation reviewed by the reviewing physician is sufficient for approval of the amount and scope of requested nursing services.
- c. The reviewing physician shall review all documentation submitted on behalf of the child by the Family or Guardian, the child's treating physician, and care

coordinators in support of the particular request for prior approval for in-home shift nursing services, and any additional documentation or information obtained as a result of the reviewing physician's consultation with the treating physician or other medical professionals. The reviewing physician shall have the authority to speak or consult with the child's treating physician and with any other medical professionals that the reviewing physician or treating physician deems appropriate.

- d. Based on the information reviewed by the reviewing physician, the reviewing physician shall make a written recommendation that identifies the hours of skilled in-home shift nursing to be allocated to the child and the reasons for that recommendation.
- e. After the reviewing physician provides his or her recommendation, the Department shall promptly issue a notice of the decision, using the notice templates authorized under this agreement. If the Family or Guardian is dissatisfied with the recommendation of the reviewing physician described in the notice, the Family or Guardian may appeal the decision through existing administrative appeal processes and, if appropriate, seek judicial review of any final administrative decision in accordance with state law.
- f. Defendant's processes for reviewing medical necessity and granting prior approval for in-home shift nursing services shall focus on meeting the child's identified clinical needs for skilled nursing interventions based on available relevant evidence, including but not limited to evidence and opinion provided by the Class Member's treating physician in support of any request for in-home shift

nursing. Medical necessity of skilled nursing services shall not be based upon a particular medical diagnosis.

- g. Nothing in this Settlement Agreement shall prohibit Defendant from adjusting the level of approved skilled in-home shift nursing to account for nursing that is paid for by insurers for the child to the extent those insurers cover services included in this Decree. To the extent that services for Class Members are provided and paid for by school districts while class members are attending school, those service hours may only be subtracted from the Class Member's in-home shift nursing services hours if the services provided by the school district were included in the prior approval determination made by the Defendant and those nursing hours would have been included in the Class Member's in-home shift nursing had the Class Member been at home instead of at school.
- h. Defendant shall incorporate into introductory program materials provided to parents a reference to the current process to determine when to grant (i) a temporary increase to the prior authorization resource allocation; or (ii) an upward adjustment of the resource allocation or budget based on changes in needs of a Class Member.

16. Defendant shall publish any manuals, guides, standards, forms, professional or other guidance documents, scoring methodologies, and resource allocation ranges related to the Department's process or the processes used by any entities with whom the Defendant contracts to perform such actions for reviewing medical necessity and granting prior approval for in-home shift nursing services to children under the age of 21. The publication shall be in the formats

used to make such information available to the general public, including by posting it on the Department's web page.

17. Defendant may establish operational policies and structures necessary to implement this Settlement Agreement, including but not limited to financial and budgeting matters, funding mechanisms, and interagency coordination of services.

18. If Defendant utilizes or contracts with MCOs or other entities to conduct prior approvals of in-home shift nursing services, Defendant shall ensure any such entities substantially comply with the terms of this Settlement Agreement. To the extent any contract with an MCO requires compliance with consent decrees but does not similarly refer to settlement agreements that resolve federal class actions, this Settlement Agreement shall be understood to have the meaning and effect of a "consent decree" for the sole and limited purpose of any MCO's contractual obligation to comply with consent decrees.

19. Defendant shall submit any proposed substantial revisions to the process described in this Settlement Agreement, whether proposed by the Defendant or by any entities with whom the Defendant contracts to perform such actions, to Class Counsel solely for review of compliance with this Settlement Agreement.

- a. Defendant shall submit proposed revisions to Class Counsel at least 60 days prior to adopting the revised process. Within 30 days, Class Counsel may object in writing to the proposed revisions and provide a detailed explanation of the reason for the objection. Defendant shall meet and confer with Class Counsel regarding any objection and attempt to resolve any disputes by agreement. If a dispute cannot be resolved, the parties shall bring the matter to the court for resolution.

- b. If no objection is made by Class Counsel after 30 days, Defendant may adopt and implement the revised process 60 days after it was initially submitted to Class Counsel.
- c. Upon reviewing any proposed substantial revisions to the process, Class Counsel may, within 30 days after the proposed revision is provided, suggest language, revisions, or clarifications to the process from that do not rise to the level of a formal objection. The Defendant shall take these revisions under advisement and attempt to work collaboratively with Class Counsel to address their suggestion.

20. Nothing in this Settlement Agreement shall prohibit Defendant from engaging, consulting, collaborating with, or utilizing contractors, including MCOs, or other state or government entities as she determines necessary to: (a) design, review, coordinate, or manage the development of any obligation in this Settlement Agreement; (b) provide planning, education, outreach, training, analysis, and technical support or advice to Defendant, other state entities, providers, or contractors; (c) provide, coordinate, or manage care or services to Class Members; or (d) implement any programmatic activity related to an obligation under this Settlement Agreement. Defendant's use of contractors, subcontractors, or other government entities shall not relieve Defendant of her obligation to comply with the terms of this Settlement Agreement and ensure the compliance of contractors, subcontractors, or government entities with this Settlement Agreement.

21. The duties or responsibilities delegated by the Defendant to another entity shall be performed consistent with Defendant's obligations under this Settlement Agreement; provided, however, that the inclusion of other state agencies or government entities in this paragraph neither binds those agencies to this Settlement Agreement's obligations nor relieves Defendant

of her obligations under this Settlement Agreement. This Settlement Agreement does not require the use of any particular federal funding mechanism, and nothing in this Settlement Agreement requires that payment for any service be made out of any particular state agency or entity budget or appropriation.

22. Every six months until the termination of the Settlement Agreement, Defendant shall provide Class Counsel a report on the disposition of prior approvals for in-home shift nursing to all Class Members.

- a. Each report shall include the number of requests for and redeterminations of prior approvals for in-home shift nursing for Class Members.
- b. Each report shall also provide the number of prior approvals granted, denied, approved at a lower level than requested, appealed, and the outcome of any appeal.
- c. Class Counsel may request such additional information from Defendant that is available, ascertainable, and reasonably necessary for them to assess Defendant's compliance with this Agreement. If the parties cannot resolve disputes regarding the semi-annual reports or requests for additional information, then they may seek relief from the Court.

E. ADDRESSING CLASS MEMBERS PENDING FINAL APPROVAL OF SETTLEMENT AGREEMENT

23. On the Approval Date, all orders, including but not limited to the prior Temporary Restraining Orders ("TROs") and the Preliminary Injunction ("PI"), issued against Defendant in this case shall be dissolved.

24. Defendant shall maintain any in-home skilled nursing services that were restored due to TROs and the PI entered in this case prior to their dissolution and shall not reduce, lower,

or terminate any in-home skilled nursing services to Plaintiffs or Class Members until the Settlement Agreement is finalized.

F. DISPUTE RESOLUTION.

25. In the event that Class Counsel believes that Defendant is not materially complying with the terms of the Settlement Agreement, Class Counsel shall provide written notice to Defendant of Defendant's alleged material non-compliance. Defendant shall respond in writing within 30 days of receipt of Class Counsel's notification of a claim of non-compliance. Class Counsel shall advise Defendant of their acceptance or rejection of Defendant's response within 7 business days of their receipt of Defendant's response. If rejected, the Parties shall meet within 14 days to discuss and attempt to resolve any matter addressed in the written submissions in good faith. At the end of negotiations, the parties shall create a document that sets forth the issue(s) in dispute as well as resolution, or if there was no resolution, the respective positions of the parties. If the Parties are not successful in their efforts to resolve the matter, they may jointly or individually seek intervention from the Court for the purpose of effecting compliance with the provisions specified in the written submissions. The parties may agree in writing to modify the timelines in this paragraph to accommodate appropriate inquiry, review, and resolution of a compliance matter before seeking court resolution.

26. If Class Counsel seeks intervention by the Court, Class Counsel may move the Court for an order for compliance with the Settlement Agreement. If Class Counsel later contend that Defendant has not materially complied with the Court's compliance order, Class Counsel may move the Court for further relief to enforce compliance, including requesting an order to show cause why the Defendant should not be held in civil contempt. Class Counsel will not seek

an order to show cause without first meeting and conferring with Defendant's counsel in a good faith effort to resolve the dispute.

27. Non-compliance with this Settlement Agreement shall not be interpreted or understood to encompass individual challenges to the sufficiency, amount, medical necessity of, or result of any prior approval for in-home shift nursing services. All individual challenges to the sufficiency, amount, medical necessity of, or result of any prior approval for in-home nursing services must proceed through existing state processes for administrative appeal and judicial review.

G. ATTORNEYS' FEES AND COSTS

28. On behalf of Defendant, the State of Illinois agrees to pay to Class Counsel the sum of \$550,000 in full settlement of all of Plaintiffs' claims for attorneys' fees and costs associated with this litigation. Such amounts shall be distributed to Class Counsel in the manner agreed to by the Parties. Such amounts shall be set forth in a Judgment Order to be entered by the Court. Defendant shall complete and submit all paperwork necessary for payment of such amounts within five business days after expiration of the time to appeal the fee award without the filing of a Notice to Appeal or after the issuance of the mandate by the highest reviewing court, whichever is later. Neither Class Counsel nor any former attorney representing the named Plaintiffs or Class Members shall seek additional or future attorneys' fees or costs beyond those agreed to in this paragraph, including but not limited to any that may be related to any future implementation, enforcement, compliance, or other work associated with litigation and settlement of matters related to the *M.A. v. Bellock* class action, with the exception that plaintiffs

may seek additional attorney fees and costs limited to a prevailing action pursuant to paragraph 26 of this Settlement Agreement.

H. MISCELLANEOUS PROVISIONS

29. This Settlement Agreement applies to all Named Plaintiffs and Class Members and fully resolves all claims for any form of relief that have been or could have been raised by or on behalf of the Named Plaintiffs and Class Members relating to the subject of this action.

30. The Parties agree to use their best efforts to carry out the terms of this Settlement Agreement. At no time shall any of the Parties or their counsel seek to solicit or otherwise advise the Class Members to submit objections to this Settlement Agreement or to appeal from the order giving final approval to this Settlement Agreement.

31. This Settlement Agreement supersedes all prior agreements, representations, negotiations, or positions taken by the Parties in this litigation and contains all the terms and conditions agreed upon by the Parties. No other agreement regarding the subject matter of this proceeding shall be deemed to exist, or to bind the Parties, or vary the terms and conditions expressly contained in this Settlement Agreement.

32. The Parties jointly participated in the drafting of this Settlement Agreement. Any ambiguity shall not be construed for or against either Party.

33. This Settlement Agreement may not be amended, modified, or supplemented except by an agreement in writing signed by the Parties and approved by the Court.

34. This Settlement Agreement shall inure to the benefit of and be binding upon the legal representatives of any successor of the Plaintiffs and Defendant.

35. The cost of all notices required by this Settlement Agreement or otherwise ordered by the Court shall be borne by Defendant.

36. Each undersigned representative of Defendant and the Attorney General for the State of Illinois certifies that he or she is authorized to enter into this Settlement Agreement and to execute and bind legally Defendant to its terms. Each undersigned representative of the Class certifies that he or she is authorized to enter into this Settlement Agreement and to execute and bind legally the Class Members to its terms. Execution of this Settlement Agreement by signature is a condition precedent to the Settlement Agreement becoming effective and binding on the Parties. This Settlement Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which taken together shall constitute a single instrument. A signature copied to a PDF and transmitted by electronic mail shall be deemed the same as an original signature.

37. Upon approval of this Settlement Agreement, the Court will enter judgment dismissing this action without prejudice. The judgement will order the dissolution of all TROs and the Preliminary Injunction Order in accordance with Paragraph 23 and incorporate by reference the terms of the Settlement Agreement.

38. The Court will retain jurisdiction to enforce the terms of the Settlement Agreement and to provide a forum to address issues of compliance and performance of the terms of the settlement. To permit enforcement of the terms of this Settlement Agreement, the Parties agree that, should it become necessary to seek Court assistance as to enforcement of the Settlement Agreement, any order granting such relief must include a finding that the relief sought is narrowly drawn, extends no further than is necessary, and is the least intrusive means for doing so

39. This Settlement Agreement resolves and provides the sole and exclusive remedy for all claims and issues arising from this action that were raised or could have been raised by the

Class certified by the Court. Defendant shall have no duties or obligations to Plaintiffs or Class Members for claims and issues arising from this action beyond the terms of this Settlement Agreement.

40. This Settlement Agreement shall remain in effect until it is terminated pursuant to Section I, at which point this case shall be dismissed with prejudice.

I. TERMINATION

41. The Parties, jointly or severally, may file a motion requesting termination of this Settlement Agreement at any time after three years following the Approval Date, unless the basis for termination is an intervening change in circumstances, including but not limited to a change in law or legal precedent, relating to the underlying legal bases of the preceding litigation or Settlement Agreement. A motion seeking to modify or terminate this Settlement Agreement due to a change in law or legal precedent may be brought at any time.

42. This Settlement Agreement shall be terminated, as permitted in paragraph 41, pursuant to a motion by the Parties if the Court finds that Defendant has complied with the terms of this Settlement Agreement.

43. Notwithstanding paragraphs 41 and 42, this Settlement Agreement shall terminate after five years, and the case shall be dismissed with prejudice, unless the Court finds after motion of the Class Counsel, that the Defendant is substantially out of compliance with the specific terms this Settlement Agreement. If the Court finds that the Defendant is substantially out of compliance, the Court may extend this agreement up to two years.

EACH UNDERSIGNED PARTY enters into this Settlement Agreement in the matter of
M.A., et al. v. Bellock, Case No. 15-3116, pending in the United States District Court for the
Northern District of Illinois, Eastern Division.

FOR NAMED AND CLASS PLAINTIFFS:

Robert H. Farley, Jr.
One of the Attorneys for the Plaintiffs

Date: 09/17/2018

Robert H. Farley, Jr.
Robert H. Farley, Jr., Ltd.
1155 S. Washington Street
Naperville, IL 60540
630-369-0103
farleylaw@aol.com

Thomas D. Yates
One of the Attorneys for the Plaintiffs

Date: 9/17/18

Thomas D. Yates
Legal Council for Health Justice
~~133 N. Michigan Avenue, Suite 2110~~ 17 N. State, Suite 900
Chicago, IL 60602
312-427-8990
tom@hidslegal.com

FOR DEFENDANT, DIRECTOR OF ILLINOIS DEPARTMENT OF HEALTHCARE
AND FAMILY SERVICES:

Patricia R. Bellock
Date: 9/12/18

Patricia R. Bellock, Director

Title: _____
Date: _____

EXHIBIT

A



Bruce Rauner, Governor
Patricia R. Bellock, Director

201 South Grand Avenue East
Springfield, Illinois 62763-0002

Telephone: (217) 782-1200
TTY: (800) 526-6812

Para asistencia en Español,
llame al 1-800-226-0768.

*DATE OF NOTICE:

[Parent/LRA Name]
Concerning [Child Name]
[Address]
[City, IL 12345]

Case I.D. Number: [ID]
Recipient Number: [No.]

**NOTICE OF DECISION
PRIOR AUTHORIZATION FOR IN-HOME SHIFT NURSING SERVICES**

Our Decision for Your Child

The Department of Healthcare and Family Services has approved your child to receive XX hours per week of skilled in-home shift nursing (home nursing). This amount corresponds with a monthly allocation of \$ _____. This amount includes nursing and certified nursing aide care (minus any nursing/certified nursing aide hours provided by insurance or school if applicable) effective 00/00/00 until 00/00/00.

The allocated dollars and hours identified above are based on rates approved by the State of Illinois for reimbursement for nursing services provided by a Registered Nurse (RN). Your child may be able to obtain additional hours of nursing services if those services are provided by a Licensed Practical Nurse (LPN), or by a Certified Nursing Aide (CNA). A care coordinator provided the Division of Specialized Care for Children (DSSC) or your Managed Care Organization will help you work with an approved nursing agency to obtain the home nursing services that have been approved for your child.

This notice explains how we made our decision and tells you how you can appeal if you disagree with our decision. This notice only affects your child's allocation for in-home shift nursing services. This notice **does not** affect your child's eligibility for Medical Assistance, any Medicaid waiver program, or any other covered service.

Your Request for Home Nursing Services

On XX/XX/XXXX, the Department received a request for your child to receive in-home shift nursing services. [Summarize the request, including any hours requested and any reasons provided for the request..] The Department reviews all requests for home nursing services and grants approval for those that it decides are medically necessary in an amount appropriate to meet the child's medical needs. (For more information, see 89 Ill. Admin. Code 140.473(d)-(e).)

How we arrived at our Decision

The Department's doctor has reviewed the request for your child to receive in-home shift nursing services, including all information that was that was received by the Department in support of this request. The Department's doctor [did/did not] contact the child's treating doctor for additional information. The Department's doctor [did/did not] receive information from your child's doctor.

Based on the review of this information, the Department's doctor has determined that your child should receive the following amount of in-home shift nursing: ____ hours per week.

The Department's doctor made this determination based on the following reasons: [Describe reasons for determination, including by identifying any particular clinical needs or procedures that support the level of skilled in-home shift nursing.]

Your Right to File an Appeal

If you disagree with this decision and if you believe your child requires more nursing services than the amount identified in this notice, **you can file an appeal.**

You must file any appeal within 60 days following the date on this notice.

You can file an appeal by contacting the HFS Bureau of Fair Hearings in any of the following ways:

- Calling (855) 418-4421;
- Sending a teletype (TTY) message to (877) 734-7429;
- Sending an email to HFS.FairHearings@illinois.gov;
- Sending a fax message to (312) 793-2005; or
- Mailing a letter to HFS Fair Hearings Section, 69 W. Washington, 4th Floor, Chicago, IL 60602.

If you file an appeal, you will be given a fair hearing. You may represent yourself at this hearing or you can ask someone else, such as a lawyer, relative, or friend to represent you. At the hearing you will have the chance to explain why you disagree with our decision, present evidence about the child's need for more in-home shift nursing services, refute testimony or other evidence, and cross-examine witnesses.

The Department recommends that you keep a record of your request for an appeal.

For free legal help, you may contact:

In Cook County (Including the city of Chicago): Legal Assistance Foundation at 312-341-1070.

In other counties in northern or central Illinois with area codes (309) (630) (815) or (847): Prairie State Legal Services at 1-800-531-7057.

In other counties in central or southern Illinois with area codes (217) or (618): Land of Lincoln Legal Assistance Foundation at 877-342-7891.

Signature of Signing Authority

Date of Signature



Bruce Rauner, Governor
Patricia R. Bellock, Director

201 South Grand Avenue East
Springfield, Illinois 62763-0002

Telephone: (217) 782-1200
TTY: (800) 526-5812

Para asistencia en Español,
llame al 1-800-226-0768.

*DATE OF NOTICE:

[Parent/LRA Name]
Concerning [Child Name]
[Address]
[City, IL 12345]

Case I.D. Number: [ID]
Recipient Number: [No.]

**NOTICE OF DECISION
PRIOR AUTHORIZATION FOR IN-HOME SHIFT NURSING SERVICES**

Our Decision for Your Child [CHILD]

This is to inform you that the Department of Healthcare and Family Services is **reducing the amount of covered in-home care benefits for your child as of xx/xx/20xx.**

Your child was previously approved to receive XX hours per week of in-home shift nursing (home nursing) which corresponded with a monthly allocation of \$_____.

The Department of Healthcare and Family Services has now determined that your child is approved to receive XX hours per week of skilled in-home shift nursing (home nursing). This amount corresponds with a monthly allocation of \$_____. This amount includes nursing and certified nursing aide care (minus any nursing/certified nursing aide hours provided by insurance or school if applicable) effective 00/00/00 until 00/00/00.

The allocated dollars and hours identified above are based on rates approved by the State of Illinois for reimbursement for nursing services provided by a Registered Nurse (RN). Your child may be able to obtain additional hours of nursing services if those services are provided by a Licensed Practical Nurse (LPN), or by a Certified Nursing Aide (CNA). A care coordinator provided the Division of Specialized Care for Children (DSSC) or your Managed Care Organization will help you work with an approved nursing agency to obtain the home nursing services that have been approved for your child.

This notice explains how we decided and tells you how you can appeal if you disagree with our decision. This notice only affects your child's allocation for in-home shift nursing services. This notice **does not** affect your child's eligibility for Medical Assistance, any Medicaid waiver program, or any other covered service.

Your Request for Home Nursing Services

The Department received a renewal request for in-home shift nursing services on XX/XX/XXXX. [Summarize the request, including any hours requested and any reasons provided for the request.] The Department reviews all requests for home nursing services and grants approval for those that it decides are medically necessary in an amount appropriate to meet the child's medical needs. (For more information, see 89 Ill. Admin. Code 140.473(d)-(e).)

How we arrived at our Decision

The Department's doctor has reviewed the request for your child's level of in-home shift nursing services, including all information that was that was received by the Department in support of this request. The Department's doctor [did/did not] contact the child's treating doctor for additional information. The Department's doctor [did/did not] receive information from your child's doctor.

Based on the review of this information, the Department's doctor has determined that your child should receive the following amount of in-home shift nursing: ____ hours per week.

The Department's doctor made this determination based on the following reasons: [Describe reasons for determination, including by identifying any particular clinical needs or procedures that support the level of skilled in-home shift nursing.]

Reduction Schedule

Your child's new monthly allocation will be put in place based on the schedule below.

<u>Approval Dates</u>	<u>Amount</u>
00/00/00 – 00/00/00	xx hours per week (\$xx/per month)
00/00/00 – 00/00/00	xx hours per week (\$xx/per month)

Your Right to File an Appeal

If you disagree with this decision and if you believe your child requires more in-home skilled nursing services than the amount identified in this notice, **you can file an appeal.**

You must file any appeal within 60 days following the date on this notice.

If you file a timely appeal, your benefits will be continued through the date of decision on the appeal at the level previously approved.

You can file an appeal by contacting the HFS Bureau of Fair Hearings in any of the following ways:

- Calling (855) 418-4421;
- Sending a teletype (TTY) message to (877) 734-7429;
- Sending an email to HFS.FairHearings@illinois.gov;
- Sending a fax message to (312) 793-2005; or
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If you file an appeal, you will be given a fair hearing. You may represent yourself at this hearing or you can ask someone else, such as a lawyer, relative, or friend to represent you. At the hearing you will have the chance to explain why you disagree with our decision, present evidence about the child's need for more in-home shift nursing services, refute testimony or other evidence, and cross-examine witnesses.

The Department recommends that you keep a record of your request for an appeal

For free legal help, you may contact:

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Recipient Number: [No.]

**NOTICE OF DECISION
PRIOR AUTHORIZATION FOR IN-HOME SHIFT NURSING SERVICES**

Our Decision for Your Child

This is to inform you that the Department of Healthcare and Family Services has determined that in-home shift nursing services are not medically necessary and appropriate to meet the child's medical needs pursuant to 89 Ill. Adm. Code 140.473(e). **The Department therefore denies your prior approval request for in-home shift nursing services.**

This notice explains how we decided and tells you how you can appeal if you disagree with our decision. This notice only affects your child's request for in-home shift nursing services. This notice **does not** affect your child's eligibility for Medical Assistance, any Medicaid waiver program, or any other covered service.

Your Request for Home Nursing Services

On XX/XX/XXXX, the Department received a request for in-home shift nursing services for your child. [Summarize the request, including any hours requested and any reasons provided for the request.]

The Department reviews all requests for home nursing services and grants approval for those that it decides are medically necessary in an amount appropriate to meet the child's medical needs. (For more information, see 89 Ill. Admin. Code 140.473(d)-(e).)

How we arrived at our Decision

The Department's doctor has reviewed the request for your child's level of in-home shift nursing services, including all information that was that was received by the Department in support of this request. The Department's doctor [did/did not] contact the child's treating doctor for additional information. The Department's doctor [did/did not] receive information from your child's doctor.

Based on the review of this information, the Department's doctor has determined that your child should not receive the requested in-home skilled nursing services.

The Department's doctor made this determination based on the following reasons: [Describe reasons for determination.]

Your Right to File an Appeal

If you disagree with this decision and you believe that your child requires in-home skilled nursing services, you can file an appeal.

You must file your appeal within 60 days following the date on this notice.

You can file an appeal by contacting the HFS Bureau of Fair Hearings in any of the following ways:

- Calling (855) 418-4421;
- Sending a teletype (TTY) message to (877) 734-7429;
- Sending an email to HFS.FairHearings@illinois.gov;
- Sending a fax message to (312) 793-2005; or
- Mailing a letter to HFS Fair Hearings Section, 69 W. Washington, 4th Floor, Chicago, IL 60602.

If you file an appeal, you will be given a fair hearing. You may represent yourself at this hearing or you can ask someone else, such as a lawyer, relative, or friend to represent you. At the hearing you will have the chance to explain why you disagree with our decision, present evidence about the child's need for more in-home shift nursing services, refute testimony or other evidence, and cross-examine witnesses.

The Department recommends that you keep a record of your request for an appeal

For free legal help, you may contact:

In Cook County (including the city of Chicago): Legal Assistance Foundation at 312-341-1070.

In other counties in northern or central Illinois with area codes (309) (630) (815) or (847): Prairie State Legal Services at 1-800-531-7057.

In other counties in central or southern Illinois with area codes (217) or (618): Land of Lincoln Legal Assistance Foundation at 877-342-7891.

Signature of Signing Authority

Date of Signature



Bruce Rauner, Governor
Patricia R. Bellock, Director

201 South Grand Avenue East
Springfield, Illinois 62763-0002

Telephone: (217) 782-1200
TTY: (800) 526-5812

Para asistencia en Español,
llame al 1-800-226-0768.

*DATE OF NOTICE:

[Parent/LRA Name]
Concerning [Child Name]
[Address]
[City, IL 12345]

Case I.D. Number: [ID]
Recipient Number: [No.]

**NOTICE OF DECISION
PRIOR AUTHORIZATION FOR IN-HOME SHIFT NURSING SERVICES**

Our Decision for Your Child

Your child has been receiving XX hours per week of in-home shift nursing (home nursing). These hours corresponded with a monthly allocation of \$_____.

This is to inform you that the Department of Healthcare and Family Services has decided the allocation for your child's in-home nursing will not be renewed as of xx/xx/20xx.

This notice explains how we made this decision and tells you how you can appeal if you disagree with our decision. This notice only affects your child's allocation for in-home shift nursing services. This notice **does not** affect your child's eligibility for Medical Assistance, any Medicaid waiver program, or any other covered service.

Your Request for Home Nursing Services

On XX/XX/XXXX, the Department received a request for a renewal of in-home shift nursing services for your child. [Summarize the request, including any hours requested and any reasons provided for the request.]

The Department reviews all requests for home nursing services and grants approval for those that it decides are medically necessary in an amount appropriate to meet the child's medical needs. (For more information, see 89 Ill. Admin. Code 140.473(d)-(e).)

How we arrived at our Decision

The Department's doctor has reviewed the request for your child's level of in-home shift nursing services, including all information that was that was received by the Department in support of this request. The Department's doctor [did/did not] contact the child's treating doctor for additional information. The Department's doctor [did/did not] receive information from your child's doctor.

Based on the review of this information, the Department's doctor has determined that your child's allocation of in-home shift nursing services should not be renewed.

The Department's doctor made this determination based on the following reasons: [Describe reasons for determination.]

Termination Schedule

Your child's in-home shift nursing services will be reduced to zero over a six-month period using the process listed below. Additionally, the Department allows individuals to re-apply for in-home shift nursing at any point during this process.

Your child's new monthly allocation will be put in place based on the schedule below.

<u>Approval Dates</u>	<u>Amount</u>
00/00/00 – 00/00/00	xx per week (\$xx/per month)
00/00/00 – 00/00/00	xx per week (\$xx/per month)

Your Right to File an Appeal

If you disagree with this decision and you believe that your child requires in-home skilled nursing services, you can file an appeal.

You must file your appeal within 60 days following the date on this notice.

You can file an appeal by contacting the HFS Bureau of Fair Hearings in any of the following ways:

- Calling (855) 418-4421;
- Sending a teletype (TTY) message to (877) 734-7429;
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If you file an appeal, you will be given a fair hearing. You may represent yourself at this hearing or you can ask someone else, such as a lawyer, relative, or friend to represent you. At the hearing you will have the chance to explain why you disagree with our decision, present evidence about the child's need for more in-home shift nursing services, refute testimony or other evidence, and cross-examine witnesses.

The Department recommends that you keep a record of your request for an appeal

For free legal help, you may contact:

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Telephone: (217) 782-1200
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Para asistencia en Español,
llame al 1-800-226-0768.

*DATE OF NOTICE:

[Parent/LRA Name]
Concerning [Child Name]
[Address]
[City, IL 12345]

Case I.D. Number: [ID]
Recipient Number: [No.]

**NOTICE OF DECISION
PRIOR AUTHORIZATION FOR IN-HOME SHIFT NURSING SERVICES**

Our Decision for Your Child [CHILD]

This is to inform you that the Department of Healthcare and Family Services is **reducing the amount of covered in-home care benefits for your child as of xx/xx/20xx.** {Or, if applicable: **This is to inform you that the Department of Healthcare and Family Services has decided the allocation for your child's in-home nursing will not be terminated as of xx/xx/20xx.**}

Your child was previously approved to receive XX hours per week of in-home shift nursing (home nursing) which corresponded with a monthly allocation of \$_____.

The Department of Healthcare and Family Services has now determined that your child is approved to receive XX hours per week of skilled in-home shift nursing (home nursing). This amount corresponds with a monthly allocation of \$_____. This amount includes nursing and certified nursing aide care (minus any nursing/certified nursing aide hours provided by insurance or school if applicable) effective 00/00/00 until 00/00/00.

The allocated dollars and hours identified above are based on rates approved by the State of Illinois for reimbursement for nursing services provided by a Registered Nurse (RN). Your child may be able to obtain additional hours of nursing services if those services are provided by a Licensed Practical Nurse (LPN), or by a Certified Nursing Aide (CNA). A care coordinator provided the Division of Specialized Care for Children (DSSC) or your Managed Care Organization will help you work with an approved nursing agency to obtain the home nursing services that have been approved for your child.

This notice explains how we decided and tells you how you can appeal if you disagree with our decision. This notice only affects your child's allocation for in-home shift nursing services. This notice **does not** affect your child's eligibility for Medical Assistance, any Medicaid waiver program, or any other covered service.

Your Request for Home Nursing Services

The Department reviewed your child's home nursing services on XX/XX/XXXX. The Department reviewed your child's home nursing services based on medical necessity. (For more information, see 89 Ill. Admin. Code 140.473(d)-(e).)

How we arrived at our Decision

The Department's doctor has reviewed your child's level of in-home shift nursing services including xx information [state reason triggering review and information that was considered during the review.] The Department's doctor [did/did not] contact the child's treating doctor for additional information. The Department's doctor [did/did not] receive information from your child's doctor.

Based on the review of this information, the Department's doctor has determined that your child should receive the following amount of in-home shift nursing: ___ hours per week.

The Department's doctor made this determination based on the following reasons: [Describe reasons for determination, including by identifying any particular clinical needs or procedures that support the level of skilled in-home shift nursing.]

Reduction Schedule

Your child's new monthly allocation will be put in place based on the schedule below.

<u>Approval Dates</u>	<u>Amount</u>
00/00/00 – 00/00/00	xx hours per week (\$xx/per month)
00/00/00 – 00/00/00	xx hours per week (\$xx/per month)

Your Right to File an Appeal

If you disagree with this decision and if you believe your child requires more in-home skilled nursing services than the amount identified in this notice, **you can file an appeal.**

You must file any appeal within 60 days following the date on this notice.

If you file a timely appeal, your benefits will be continued through the date of decision on the appeal at the level previously approved.

You can file an appeal by contacting the HFS Bureau of Fair Hearings in any of the following ways:

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Signature of Signing Authority

Date of Signature