

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 21, 2021 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department: Fire-Rescue

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

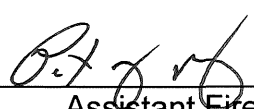
- A) 2021 Amendment No. 1 to Emergency Triage, Treat and Transport Model (ET3) Participation Agreement (R2020-1832) with the Center for Medicare & Medicaid Services (CMS) to provide more time and flexibility to implement the ET3 Model Interventions described in the agreement, effective upon execution by both parties; and
- B) Delegation of authority to the County Administrator, or designee, to execute and submit contract amendments to the Participation Agreement to support implementation of the ET3 pilot program.


SUMMARY: CMS is the agency within the U.S. Department of Health and Human Services (“HHS”) that is charged with administering the Medicare and Medicaid programs. The Participant is an entity that is enrolled in Medicare as an ambulance service supplier or ambulance provider. CMS is implementing the Emergency Triage, Treat, and Transport Model (“ET3 Model” or “Model”) under Section 1115A of the Social Security Act (“Act”) which authorizes CMS, through its Center for Medicare and Medicaid Innovation, to test innovation payment and service delivery models that have the potential to reduce Medicare, Medicaid or Children’s Health Insurance Program (“CHIP”) expenditures while maintaining or improving the quality of care for Medicare, Medicaid, or CHIP beneficiaries.


The purpose of the ET3 Model is to test whether paying for (1) Transport to an Alternative Destination and (2) Treatment in Place, each furnished to low-acuity Medicare fee for service (FFS) beneficiaries following a 9-1-1 call, will reduce avoidable transports to the hospital; of Medicare FFS beneficiaries to emergency departments and/or utilization of other Covered Services. The Participation Agreement was approved on December 8, 2020 and provides for the participation in the ET3 program for the performance period January 1, 2021 through December 31, 2025. This 2021 Amendment No. 1 provides the County with more time and flexibility to implement the ET3 Model Interventions. Countywide (SB)

Background and Justification: On October 2, 2019, Palm Beach County Fire Rescue applied for the ET3 program participation and was accepted into the program by CMS on February 27, 2020. Due to COVID-19, the program was pushed back to the new effective date of January 1, 2021.

Attachment: 2021 Amendment No. 1 to Emergency Triage, Treat, and Transport Model Participation Agreement

Recommended by:  12/16/21
Assistant Fire Chief Date

Approved by:  12/16/21
Fire Rescue Administrator Date

Approved by:  12/17/21
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

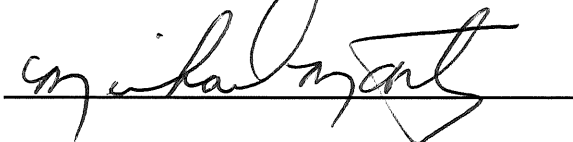
Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*0	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes ___ No X
 Does this item include the use of federal funds Yes ___ No X

Budget Account No.: Fund ___ Dept ___ Unit ___ Object/Rev Source ___

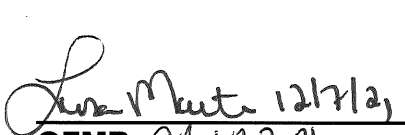
B. Recommended Sources of Funds/Summary of Fiscal Impact:


* There is no fiscal impact associated with this Amendment.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:


 OFMB DA 12-7-21
 12/7/21


 Contract Development and Control
 12-14-21

B. Legal Sufficiency


 Assistant County Attorney

C. Other Department Review:

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Emergency Triage, Treat, and Transport Model Participation Agreement

Amendment to Articles 5.1, 5.3, 6.1, and 6.3

2021 Amendment No. 1

This amendment is made to the Emergency Triage, Treat, and Transport Model Participation Agreement (the "Agreement") entered into by Palm Beach County by its Board of County Commissioners (the "Participant") and the Centers for Medicare & Medicaid Services ("CMS") (collectively, the "Parties").

CMS desires to amend the Agreement to provide the Participant with more time and flexibility to implement the ET3 Model Interventions described in the Agreement.

The Parties therefore agree to amend the Agreement as set forth herein:

1. **Effective Date.** This amendment shall be effective when it is signed by the last party to sign it (as indicated by the date associated with that party's signature) (the "Effective Date").
2. **Amendments to the Implementation Plan Requirements.** Article 5.1 of the Agreement is hereby amended as follows:
 - a. in paragraph (b)(v)(1)(b) by striking "Article 6.3(a)(i)" and inserting in its place "Article 6.3(a)(i)(1)".
 - b. in paragraph (c)(ii)(1) by striking the last sentence and inserting in its place: "Such material changes include, but are not limited to, changes to the date Participant proposed to make the Transport to an Alternative Destination intervention available to ET3 Model Beneficiaries and any interruptions in the Participant's ability to make the Transport to an Alternative Destination intervention available, such as gaps or anticipated gaps in the Participant's ability to make available the Transport to an Alternative Destination intervention and how the Participant intends to address such gaps."
 - c. in paragraph (c)(ii)(4) by striking the last sentence and inserting in its place: "Such material changes include, but are not limited to, changes to the timeline to achieve 24/7 access, any changes that will materially limit the Participant's ability to achieve 24/7 access, or any changes that will lead to material interruptions in the Participant's ability to meet the 24/7 access requirement as well as the Participant's strategies to mitigate such interruptions."
3. **Amendments to the Access Plan Requirements.**
 - a. Article 5.3(a) of the Agreement is hereby amended by striking the first sentence and inserting in its place: "Except as provided in Article 5.3(b), after the Participant makes the Transport to an Alternative Destination intervention available pursuant to Article 6.2, the Participant must ensure that ET3 Model Beneficiaries have access to at least one ET3 Model Intervention 24 hours per Day, 7 Days per week by July 1, 2022, or such later date specified by CMS, and thereafter for the duration of the Model Performance Period."

- b. Article 5.3 of the Agreement is hereby amended by adding the following new paragraph (c) after Article 5.3(b):

(c) *If an ET3 Partner terminates its arrangement with the Participant or becomes subject to remedial action pursuant to Article 19, and such termination or remedial action prevents the Participant from complying with the requirement that ET3 Model Beneficiaries have access to at least one ET3 Model Intervention 24 hours per Day, 7 Days per week, the Participant must notify CMS of such noncompliance in accordance with Article 4.4 and must update the Participant's Access Plan in accordance with Article 5.1 to describe the actions the Participant will take, or will require any ET3 Partners, Billing Parties, or Downstream Practitioners to take, within a specified time period, to ensure that the Participant will be in compliance with this requirement.*

4. **Updated Timeframe for ET3 Model Interventions.** Article 6.1(b) is hereby amended in its entirety to read as follows:

(b) *No earlier than the Start Date, and no later than July 1, 2022, or such later date as specified by CMS, the Participant must make the Transport to an Alternative Destination intervention available to ET3 Model Beneficiaries in accordance with the Implementation Plan and Article 6.2. The Participant must thereafter continue to make the Transport to an Alternative Destination intervention available to ET3 Model Beneficiaries for the remaining duration of the Model Performance Period.*

5. **New Optional Treatment in Place Intervention Flexibilities.** Article 6.3(a) is hereby amended as follows:

- a. by amending Article 6.3(a)(i) in its entirety to read as follows:

(i)(1) Except as specified in Article 6.3(a)(i)(2) and Article 6.3(a)(ii), the Participant may elect to implement the optional Treatment in Place intervention pursuant to Article 6.3(b) only if the Participant is implementing the Transport to an Alternative Destination intervention in accordance with Article 6.2.

2) For the period of January 1, 2022 through July 1, 2022, or such later date as specified by CMS, the Participant may elect to implement the optional Treatment in Place intervention pursuant to Article 6.3(b) without implementing the Transport to an Alternative Destination intervention in accordance with Article 6.2.

- b. in Article 6.3(a)(ii)(1) by striking "Article 6.3(a)(i)" and inserting in its place "Article 6.3(a)(i)(1)".

6. In addition to adding flexibilities, the Amendment corrects one clerical error by amending Article 6.3(c)(i) in its entirety to read as follows:

(i) If the Participant has elected to implement the optional Treatment in Place intervention, the Participant must make the Treatment in Place intervention available to ET3 Model Beneficiaries in accordance with a CMS-accepted Implementation Plan and the Participant's Clinical Protocols.

- 7. Effect of Amendment.** All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the provisions of this amendment and the provisions of the Agreement, the provisions of this amendment shall prevail.

[SIGNATURE PAGE FOLLOWS]

The individual signing this amendment on behalf of the Participant certifies that he or she is authorized by the Participant to execute this amendment and to legally bind the Participant. This amendment may be signed by autopen or electronic signature (e.g., DocuSign or similar electronic signature technology) and may be transmitted by electronic means. Copies of this amendment that are so executed and delivered have the same force and effect as if executed with handwritten signatures and physically delivered. Each party is signing this amendment on the date stated opposite that party's signature. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this amendment.

CMS:

By _____

Name of Authorized Signatory Arrah Tabe-Bedward

Title Deputy Director, CMMI

Date _____

**ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER**


**PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS**


By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 
County Attorney

By: 
Fire Rescue