

Public Emergency Medical Transportation Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2020, by and between Delray Beach on behalf of Delray Beach Fire Rescue, and the State of Florida, **Agency for Health Care Administration** (the "Agency"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

"Intergovernmental Transfers (IGTs)" means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

"Medicaid" means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

"Public Emergency Medical Transportation (PEMT)," pursuant to the General Appropriation Act, Laws of Florida 2020-111, is the program that provides supplemental payments for eligible Public Emergency Medical Transportation (PEMT) entities that meet specified requirements and provide emergency medical transportation services to Medicaid beneficiaries.

A. GENERAL PROVISIONS

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2020-2021, passed by the 2020 Florida Legislature, Delray Beach and the Agency agree that Delray Beach will remit IGT funds to the Agency in an amount not to exceed the total of \$75,000.00. Delray Beach and the Agency have agreed that these IGT funds will only be used for the PEMT program.
2. Delray Beach will return the signed LOA to the Agency.
3. Delray Beach will pay IGT funds to the Agency in an amount not to exceed the total of \$75,000.00. Delray Beach will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2020 through June 2021 are due to the Agency no later than October 31, 2020 unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill Delray Beach when payment is due.
4. Delray Beach and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA in accordance with public records laws and established retention schedules.

a. AUDITS AND RECORDS

- i. Delray Beach agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with

generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.

- ii. Delray Beach agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
- iii. Delray Beach agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

- i. The Delray Beach agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
- ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.
- iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

c. MONITORING

- i. Delray Beach agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the Delray Beach which are relevant to this LOA.

d. ASSIGNMENT AND SUBCONTRACTS

- i. The Delray Beach agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.
- 5. This LOA may only be amended upon written agreement signed by both parties. The Delray Beach and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
 - 6. Delray Beach confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
 - 7. Delray Beach agrees the following provision shall be included in any agreements between Delray Beach and local providers where IGT funding is provided pursuant to this LOA.

Funding provided in this agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program and used secondarily for other purposes.

8. This LOA covers the period of July 1, 2020 through June 30, 2021 and shall be terminated June 30, 2021.
9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

PEMT Local Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2020-2021
Minimum Fee Schedule/MCO IGTs	\$75,000.00
Total Funding	\$75,000.00

IN WITNESS WHEREOF, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

Delray Beach

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION**

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

WITNESS WHEREOF, the City and Contractor hereto have executed this Amendment as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

BY: _____
Shelly Petrolia, Mayor

Approved as to form for legal sufficiency:

Lynn Gelin, City Attorney