

RESOLUTION R-21-148

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING PUBLIC HEALTH AND SAFETY; PROVIDING FOR FINDINGS; AUTHORIZING THE PUBLIC SAFETY DEPARTMENT TO PARTICIPATE IN THE INTERGOVERNMENTAL TRANSFER PROGRAM WITH THE STATE OF FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION; APPROVING THE FORM AGREEMENT FOR THE INTERGOVERNMENTAL TRANSFER PROGRAM; DESIGNATING THE AUTHORITY FOR THE DIRECTOR OF THE PUBLIC SAFETY DEPARTMENT TO EXECUTE FORM AGREEMENT(S) AND OTHER DOCUMENTS NECESSARY TO PARTICIPATE IN THIS PROGRAM; PROVIDING FOR REPORTING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Constitution and Section 125.01, Florida Statutes, authorize the County to exercise home rule powers for the health, safety and welfare of the general public; and

WHEREAS, the State of Florida's Agency for Health Care Administration ("AHCA") created the Florida Medicaid Managed Care Supplemental Payment Program ("Program"); and

WHEREAS, the Program allows qualified Public Emergency Medical Transportation Providers to receive supplemental payments for the emergency transports of Medicaid Managed Care Patients by expending intergovernmental transfer funds; and

WHEREAS, per Senate Bill 2500, the General Appropriations Act of State Fiscal Year 2021-2022 passed by the 2021 Florida Legislature, Manatee County will pay Intergovernmental Transfer ("IGT") funds to ACHA not to exceed the total of \$591,739.15 and

WHEREAS, Manatee County Emergency Medical Services ("EMS") desires to enter into this Letter of Agreement with AHCA to provide the IGT funds for Year 3 of the Program, so that Manatee County EMS may become eligible to receive funding under Year 3 of the Program; and

WHEREAS, Manatee County EMS has annually transported more than 2,808 Medicaid Managed Care Patients to hospitals and receives an average of approximately \$163.00 per patient for this service; and

WHEREAS, by participating in the Program and accepting the funds therein, Manatee County EMS can substantially increase its Medicaid Managed Care Patient

transport revenue generating an estimated amount of \$900,000 and provide better services to the community; and

WHEREAS, the Board of County Commissioners (“Board”) desires the County, through its EMS, to participate in this Program and finds that it is in the best interest of the health, safety, and welfare of the County to enter into this Letter of Agreement with AHCA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, THAT:

SECTION 1. FINDINGS. The Board hereby makes the following findings:

1. The recitals set forth above are true and correct;
2. It is in the best interest of the County, and furthers the public health, safety and welfare of the County: (a) to participate in the IGT of funds under the Program and accept the funds provided by each MCO; (b) approve the form of, and authorize the execution of, the form Letter of Agreement between Manatee County and AHCA.

SECTION 2. APPROVAL OF EXPENDITURE OF PROGRAM FUNDS. The Board hereby approves to expend the funds necessary to participate in the Program pursuant to the Letter of Agreement with AHCA, the amount of which does not exceed the amount budgeted by the Board for the IGT for the applicable fiscal year.

SECTION 3. APPROVAL OF FORM AGREEMENTS. The Board hereby approves the form Letter of Agreement, to be executed between the County and AHCA, substantially in the form attached hereto as Exhibit “A” pursuant to and in accordance with the Program. The Director of Public Safety or his designee is hereby authorized to execute such form agreement and other documents necessary pursuant to and in accordance with performance under the Program.

SECTION 4. REPORTING. The Director of Public Safety shall annually provide a list to the Board of all agreements executed pursuant to Section 3, above.

SECTION 5. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED WITH A QUORUM PRESENT AND VOTING THIS THE 14th DAY OF SEPTEMBER 2021.



MANATEE COUNTY, FLORIDA
BOARD OF COUNTY
COMMISSIONERS

By: [Signature]
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: [Signature]
Deputy Clerk

EXHIBIT "A"
FORM OF AGREEMENT

Public Emergency Medical Transportation Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2021, by and between Manatee County on behalf of Manatee County EMS, 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 2021-111, 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 Senate Bill 2500, the General Appropriations Act of State Fiscal Year 2021-2022, passed by the 2021 Florida Legislature, the Manatee County and the Agency agree that the Manatee County will remit IGT funds to the Agency in an amount not to exceed the total of \$591,739.15. The Manatee County and the Agency have agreed that these IGT funds will only be used for the PEMT program.
2. The Manatee County will return the signed LOA to the Agency.
3. The Manatee County will pay IGT funds to the Agency in an amount not to exceed the total of \$591,739.15. The Manatee County will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2021 through June 2022 are due to the Agency no later than October 31, 2021 unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the Manatee County when payment is due.
4. The Manatee County 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. Manatee County 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. **Manatee County** 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. **Manatee County** agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

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

d. ASSIGNMENT AND SUBCONTRACTS

- i. The **Manatee County** 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 **Manatee County** 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. **Manatee County** 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. **Manatee County** agrees the following provision shall be included in any agreements between **Manatee County** 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, 2021 through June 30, 2022 and shall be terminated June 30, 2022.
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 2021-2022
Minimum Fee Schedule/MCO IGTs	\$591,739.15
Total Funding	\$591,739.15

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

Manatee County

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

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

Public Emergency Medical Transportation Letter of Agreement

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Total Funding	\$591,739.15

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Manatee County

SIGNED

BY: 

NAME: JACOB SAUR

TITLE: DIRECTOR PUBLIC SAFETY

DATE: 9/14/2021

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____