



INTEROFFICE MEMORANDUM

September 6, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Daniel P. Banks
Deputy County Administrator

FROM: James M. Fitzgerald, Fire Chief
Fire Rescue Department

**CONTACT: Alex Morales, Manager
Fiscal and Operational Support Division
PHONE NUMBER: 407-836-9015**

SUBJECT: September 26, 2023 – Consent Agenda Item
Public Emergency Medical Transportation Letter of Agreement

Senate Bill 2500, the General Appropriations Act of State Fiscal Year 2023-2024, passed by the 2023 Florida Legislature, provides the provision to grant an agreement between the State of Florida Agency for Health Care Administration (AHCA), and Orange County on behalf of Orange County Fire Rescue.

The agreement acknowledges remittance payment through an Intergovernmental Transfer from Orange County to AHCA in an amount not to exceed \$4,287,946.10 as part of a Medicaid Managed Care Supplemental Payment Program.

To participate in the program, Orange County must return the signed Public Emergency Medical Transportation Letter of Agreement to the ACHA.

ACTION REQUESTED: Approval and execution of Public Emergency Medical Transportation Letter of Agreement by and between Orange County and the State of Florida, Agency for Health Care Administration in an amount not to exceed \$4,287,946.10.

attachments

c: Byron W. Brooks, AICP, County Administrator

BCC Mtg. Date: September 26, 2023

Public Emergency Medical Transportation Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the 26 day of September 2023, by and between **Orange County** on behalf of **Orange County 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 2023-156 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 2023-2024, passed by the 2023 Florida Legislature, the **Orange County** and the Agency agree that the **Orange County** will remit IGT funds to the Agency in an amount not to exceed the total of **\$4,287,946.10**. The **Orange County** and the Agency have agreed that these IGT funds will only be used for the PEMT program.
2. The **Orange County** will return the signed LOA to the Agency.
3. The **Orange County** will pay IGT funds to the Agency in an amount not to exceed the total of **\$4,287,946.10**. The **Orange County** will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2023 through June 2024 are due to the Agency no later than October 31, 2023, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the **Orange County** when payment is due.
4. The **Orange 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. **Orange 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. **Orange 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. **Orange County** agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

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

d. ASSIGNMENT AND SUBCONTRACTS

- i. The **Orange 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 **Orange 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. **Orange 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. Orange County agrees the following provision shall be included in any agreements between Orange 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, 2023, through June 30, 2024, and shall be terminated September 30, 2024, which includes the states certified forward period.
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 2023-2024
Estimated IGTs	\$4,287,946.10
Total Funding Not to Exceed	\$4,287,946.10

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

Orange County

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

SIGNED BY: *Byron Brooks*

SIGNED BY: *Tom Wallace*

NAME: Byron Brooks

NAME: Tom Wallace

TITLE: County Administrator

TITLE: Deputy Secretary for Health
Care Finance and Data

DATE: September 26, 2023

DATE: 10/16/23

