

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	February 7, 2023	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire Rescue		

I. EXECUTIVE BRIEF

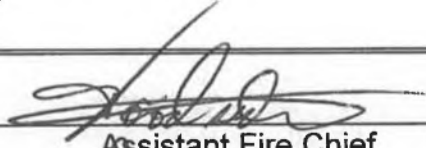
Motion and Title: Staff recommends motion to receive and file: three (3) Public Emergency Medical Transportation (PEMT) Letters of Agreement (LOA) with the State of Florida, Agency for Health Care Administration (AHCA) relating to intergovernmental transfers to the State for the supplemental payment program for Medicaid managed care patients for the following State Fiscal Years (SFY): 2020-2021, 2021-2022; and 2022-2023.

Summary: In the fall of 2019, AHCA established the Florida Medicaid Managed Care Supplemental Payment Program (MCO program), which allows qualifying government-owned ambulance providers to receive supplemental payments for emergency transports of Medicaid managed care patients. In order to guarantee Federal share funding, intergovernmental transfers (IGT) from PEMT providers are required to cover the State's share of the MCO program. The County received a net revenue in SFY 2020-2021 of \$1,102,391 and \$1,635,002.62 in SFY 2021-2022. The IGT for SFY 2022-2023 is \$1,676,213.44, and the County is expected to receive \$2,675,547.42 in supplemental payments, for an estimated net revenue of \$999,333.98. The County Administrator has designated the Fire Rescue Administrator to execute these LOAs. Pursuant to Countywide PPM CW-O-051 these three (3) LOAs are being submitted to receive and file. **Countywide (SB)**

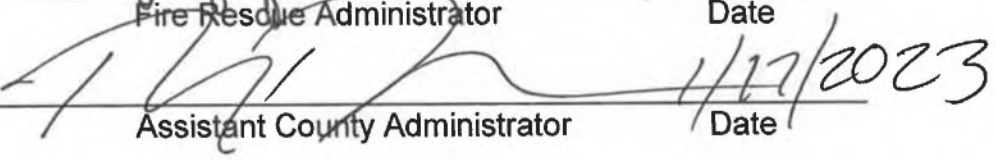
Background and Justification: Palm Beach County Fire Rescue transports over 70,000 patients annually to local hospital emergency rooms, of which approximately 10% are Medicaid patients. In 2016, the State of Florida authorized the creation of a PEMT Certified Public Expenditure (CPE) program to provide supplemental payments to public emergency medical transportation providers for Medicaid fees for service patients transported to hospitals. The PEMT CPE program helps to close the gap between actual costs incurred and revenue received for each emergency medical transport.

Attachments:

- 1) LOA SFY 2020-2021,
- 2) LOA SFY 2021-2022; and
- 3) LOA SFY 2022-2023

Recommended by:  1-9-2023
 Assistant Fire Chief Date

Approved by:  1-6-2023
 Fire Rescue Administrator Date

Approved by:  1/17/2023
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	1,676,213	_____	_____	_____	_____
External Revenues	(2,675,547)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*(999,334)	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0	_____	_____	_____	_____

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

Budget Account No.: Fund 1300 Dept 440 Unit 4210 Rev Source 4261
 Budget Account No.: Fund 1300 Dept 440 Unit 4209 Object 3401

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

For SFY 2022-2023 the County will provide \$1,676,213 from MSTU ad valorem (non-Federal) funds for the State's share for this Medicaid managed care supplemental payment program through an IGT in order to receive an estimated \$2,675,547 for an estimated net revenue of \$999,334. This additional revenue will be used to offset actual expenditures for emergency transports. The County received a net revenue of \$1,102,391 for SFY 2020-2021 and is expected to receive \$2,003,386 for SFY 2021-2022.

*The estimated allotment and net revenue are provided by AHCA prior to the execution of the LOA. The final amounts are subject to the LOAs executed by qualified participants.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 1/10/2023
 OFMB 9A 1110
 LM 1/10

[Signature] 1/12/23
 Contract Development and Control
 6m 1/11/23

B. Legal Sufficiency

[Signature] 1/17/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Public Emergency Medical Transportation Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the 16 day of Sept. 2020, by and between **Palm Beach County** on behalf of **Palm Beach 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 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, **Palm Beach County** and the Agency agree that **Palm Beach County** will remit IGT funds to the Agency in an amount not to exceed the total of **\$689,717.33**. **Palm Beach County** and the Agency have agreed that these IGT funds will only be used for the PEMT program.
2. **Palm Beach County** will return the signed LOA to the Agency.
3. **Palm Beach County** will pay IGT funds to the Agency in an amount not to exceed the total of **\$689,717.33**. **Palm Beach County** will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2020 thru 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 **Palm Beach County** when payment is due.
4. **Palm Beach 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. **Palm Beach 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. **Palm Beach 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. **Palm Beach County** agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. **RETENTION OF RECORDS**

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

d. **ASSIGNMENT AND SUBCONTRACTS**

- i. The **Palm Beach 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 **Palm Beach 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. **Palm Beach County** confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to redirect any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

7. **Palm Beach County** agrees the following provision shall be included in any agreements between **Palm Beach 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, 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.

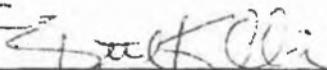
PEMT Local Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2020-2021
Minimum Fee Schedule/MCO IGTs	\$689,717.33
Total Funding	\$689,717.33

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

Palm Beach County

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

SIGNED
BY: 

SIGNED
BY: 

NAME: Regina K. Duren

NAME: Beth Kiddle

TITLE: Fire Rescue Administrator, through
Veronica Barber, County Administrator

TITLE: Deputy Secretary for Medicaid

DATE: 9/2/2020

DATE: 9/16/20

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: /s/ Sharon Burrows
County Attorney

By: 
Michael Martz, Finance Director

Public Emergency Medical Transportation Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the 28 day of SEPT 2021, by and between Palm Beach County on behalf of Palm Beach 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 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 Palm Beach County and the Agency agree that the Palm Beach County will remit IGT funds to the Agency in an amount not to exceed the total of \$1,182,345.79. The Palm Beach County and the Agency have agreed that these IGT funds will only be used for the PEMT program.
2. The Palm Beach County will return the signed LOA to the Agency.
3. The Palm Beach County will pay IGT funds to the Agency in an amount not to exceed the total of \$1,182,345.79. The Palm Beach 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 Palm Beach County when payment is due.
4. The Palm Beach 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. Palm Beach 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. **Palm Beach 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. **Palm Beach County** agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

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

d. ASSIGNMENT AND SUBCONTRACTS

- i. The **Palm Beach 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 **Palm Beach 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. **Palm Beach County** confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to redirect any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

7. Palm Beach County agrees the following provision shall be included in any agreements between Palm Beach 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.

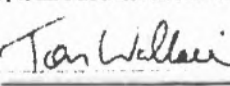
PEMT Local Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2021-2022
Minimum Fee Schedule/MCO IGTs	\$1,182,346.79
Total Funding	\$1,182,346.79

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

Palm Beach County

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION

SIGNED BY: 

SIGNED BY: 

NAME: Reginald K. Duren,
Fire Rescue Administrator, through

NAME: Tom Wallace

TITLE: Verdenia C. Baker, County Administrator

TITLE: Deputy Secretary for Medicaid

DATE: 9/28/21

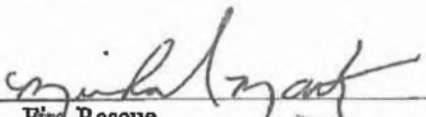
DATE: 10/19/2021

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: Sharon Burrows G.
County Attorney

Digitally signed by Sharon Burrows G., DN: cn=Sharon Burrows G., o=Palm Beach County, ou=County Attorney, email=sharon.burrows@pbc.com, c=US

By: 
Fire-Rescue
Michael Martz, Finance Director

Public Emergency Medical Transportation Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the 19th day of September 2022, by and between Palm Beach County (the "IGT Provider") on behalf of Palm Beach 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 2022-156 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 House Bill 5001, the General Appropriations Act of State Fiscal Year 2022-2023, passed by the 2022 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$1,676,213.44**. The IGT Provider and the Agency have agreed that these IGT funds will only be used for the PEMT program.
2. The IGT Provider will return the signed LOA to the Agency.
3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$1,676,213.44**. The IGT Provider will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2022 through June 2023 are due to the Agency no later than October 31, 2022, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the IGT Provider when payment is due.
4. The IGT Provider 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

Palm Beach County Fire Rescue
Palm Beach County

_PEMT LOA_SFY 2022-23

- i. IGT Provider 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. IGT Provider 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. IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

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

d. ASSIGNMENT AND SUBCONTRACTS

- i. The IGT Provider 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 IGT Provider 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. IGT Provider 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

Palm Beach County Fire Rescue
Palm Beach County

_PEMT LOA_SFY 2022-23

of these aforementioned supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

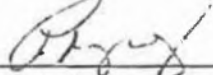
7. IGT Provider agrees the following provision shall be included in any agreements between IGT Provider and local providers where IGT funding is provided pursuant to this LOA. Funding provided in this agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program and used secondarily for other purposes.
8. This LOA covers the period of July 1, 2022, through June 30, 2023, and shall be terminated September 30, 2023, 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.

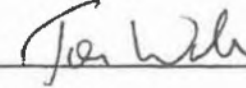
PEMT Local Inter governmental Transfers	
Program / Amount	State Fiscal Year 2022-2023
Estimated IGTs	\$1,676,213.44
Total Funding Not to Exceed	\$1,676,213.44

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

IGT Provider

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION

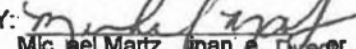
SIGNED BY: 
NAME: Patrick J. Kennedy
TITLE: Fire Rescue Administrator
DATE: 9/19/2022

SIGNED BY: 
NAME: Tom Wallace
TITLE: Deputy Secretary for Medicaid
DATE: 12/21/22

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

BY: Sharon Burrows 
COUNTY ATTORNEY

BY: 
Michael Martz, Finance Director
Palm Beach County Fire Rescue

Palm Beach County Fire Rescue
Palm Beach County

_PEMT LOA_SFY 2022-23