

**RESOLUTION NO.2020-148**

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, AUTHORIZING AN INERGOVERNMENTAL TRANSFER IN AN AMOUNT NOT TO EXCEED \$171,977.67 AS THE CITY'S SHARE OF STATE FUNDING REQUIREMENTS TO THE STATE OF FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION AS PART OF THE CITY'S PARTICIPATION IN THE PUBLIC EMERGENCY MEDICAL TRANSPORTATION PROGRAM FOR SUPPLEMENTAL MEDICAID REIMBURSEMENTS; APPROVING AND RATIFYING THE EXECUTION OF A LETTER OF AGREEMENT BETWEEN THE STATE OF FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION AND THE CITY OF HIALEAH ATTACHED AS EXHIBIT 1 FOR A PERIOD BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL REQUIRED AGREEMENTS OR DOCUMENTS TO PARTICIPATE IN INTERGOVERNMENTAL TRANSFERS AND SUPPLEMENTAL PAYMENT PROGRAM FOR MEDICAID MANAGED PATIENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the State of Florida has created a supplemental payment program for Medicaid managed care patients who are transported to the hospital by public emergency medical transportation providers and has appropriated an additional \$50 million for this program; and

**WHEREAS**, by participating in the supplemental payment program for Medicaid managed care patients, the Hialeah Fire Rescue Department can substantially increase reimbursements for Medicaid managed care patient transports and provide better services to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

**Section 1:** The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

**Section 2:** The City of Hialeah, Florida hereby agrees to participate in the Public Emergency Medical Transportation Program for supplemental Medicaid payments requiring an


annual intergovernmental transfers to the State of Florida Agency for Health Care Administration (AHCA) for the State fiscal year beginning July 1, 2020 and ending June 30, 2021.

**Section 3:** The City of Hialeah, Florida hereby approves and ratifies the execution of the Public Emergency Medical Transportation Letter of Agreement with AHCA, attached as Exhibit 1, and further authorizes the Mayor or Mayor’s designee to execute all required agreements or documents to participate in intergovernmental transfers with the State of Florida Agency for Health Care Administration and the supplemental payment program for Medicaid managed patients.

**Section 4:** The City of Hialeah, Florida hereby authorizes the transfer of an amount not to exceed \$717,977.00 to the State of Florida Agency for Health Care Administration for Fiscal Year 2020-2021 as the City’s share of the State funding requirement of the Medicaid managed care supplemental payment program.

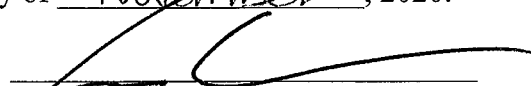
**Section 5:** This resolution shall become effective when approved by majority vote of the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor’s signature is withheld or if the City Council overrides the Mayor’s veto.

PASSED AND ADOPTED this 27 day of October, 2020.


  
Paul B. Hernandez  
Council President

Attest: Approved on this 10 day of November, 2020.

  
Marbelys Fatjo, City Clerk

  
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

  
Lorena E. Bravo, City Attorney

Resolution was adopted by 6-0-1 vote with Councilmembers, Cue-Fuente, Garcia-Roves, Hernandez, Perez, Tundidor and Zogby voting “Yes” and with Council Vice President De la Rosa absent.

# 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 **Hialeah** on behalf of **City of Hialeah Fire Department**, 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

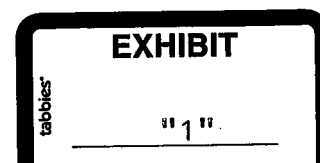
"Intergovernmental Transfers (IGTs)" means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

"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, **Hialeah** and the Agency agree that **Hialeah** will remit IGT funds to the Agency in an amount not to exceed the total of **\$171,977.67**. **Hialeah** and the Agency have agreed that these IGT funds will only be used for the PEMT program.
2. **Hialeah** will return the signed LOA to the Agency.
3. **Hialeah** will pay IGT funds to the Agency in an amount not to exceed the total of **\$171,977.67**. **Hialeah** 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 **Hialeah** when payment is due.
4. **Hialeah** 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. **Hialeah** 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. **Hialeah** 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. **Hialeah** agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

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

d. ASSIGNMENT AND SUBCONTRACTS

- i. **Hialeah** 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. **Hialeah** 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. **Hialeah** 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. **Hialeah** agrees the following provision shall be included in any agreements between **Hialeah** 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.

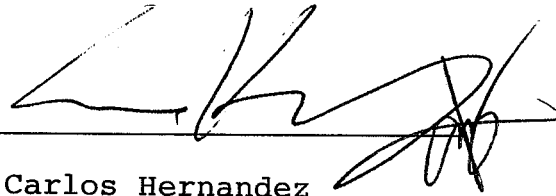
<b>PEMT Local Interlocal/Intra-local Financing</b>	
<b>Minimum Fee Schedule/MCO IGTs</b>	<b>\$171,977.67</b>
<b>Total Funding</b>	<b>\$171,977.67</b>

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

**Hialeah**

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

**SIGNED  
BY:**



**SIGNED  
BY:**

\_\_\_\_\_

**NAME:** Carlos Hernandez

**NAME:**

\_\_\_\_\_

**TITLE:** Mayor

**TITLE:**

\_\_\_\_\_

**DATE:** 9-30-2020

**DATE:**

\_\_\_\_\_