

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY OF FORT LAUDERDALE, TO EXECUTE AND DELIVER ANNUALLY A PUBLIC EMERGENCY MEDICAL TRANSPORTATION LETTER OF AGREEMENT, IN SUBSTANTIALLY THE FORM ATTACHED HERETO, AND ANY AMENDMENTS THERETO RETROACTIVELY TO FISCAL YEAR 2016, SUBJECT TO THE LIMITATIONS SET FORTH HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Emergency Medical Transportation ("PEMT") program is administered by the State of Florida Agency for Health Care Administration ("AHCA") and provides supplemental payment to eligible PEMT entities that meet specified requirements and provide emergency medical transportation services to Medicaid beneficiaries; and

WHEREAS, the City of Fort Lauderdale ("City") is an eligible PEMT entity because it provides emergency medical transportation services for Medicaid beneficiaries; and

WHEREAS, the PEMT program will reimburse a portion of Fort Lauderdale Fire Rescue Medicaid fee-for-service costs annually between July 1st and June 30th; and

WHEREAS, the participation in the PEMT supplemental payment program requires the annual execution of Public Emergency Medical Transportation Letters of Agreement between AHCA and the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Manager, on behalf of the City of Fort Lauderdale, is hereby authorized to execute and deliver to the State of Florida Agency for Health Care Administration annually a Public Emergency Medical Transportation Letter of Agreement, in substantially the form attached hereto, and any amendments thereto retroactively to fiscal year 2016.

SECTION 2. That the Office of the City Attorney shall review and approve as to form all documents prior to their execution by the proper City officials.

SECTION 4. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this ____ day of _____, 2025.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM
AND CORRECTNESS:

Interim City Attorney
D'WAYNE M. SPENCE

Dean J. Trantalis	_____
John C. Herbst	_____
Steven Glassman	_____
Pamela Beasley-Pittman	_____
Ben Sorensen	_____

Public Emergency Medical Transportation Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2025, by and between **City of Fort Lauderdale** (the "IGT Provider") on behalf of **Fort Lauderdale 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 2025-198 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 2025-2026, passed by the 2025 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 **\$1,338,568.27**. 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 **\$1,338,568.27**. 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 2025 through June 2026 are due to the Agency no later than October 31, 2025, 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

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

7. The 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, 2025, through June 30, 2026, and shall be terminated September 30, 2026, which includes the state's 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 2025-2026
Estimated IGTs	\$1,338,568.27
Total Funding Not to Exceed	\$1,338,568.27

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

CITY OF FORT LAUDERDALE

SIGNED
BY: _____

NAME: _____

TITLE:

DATE: _____

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

SIGNED
BY: _____

NAME: Stephanie Scanlon

TITLE: Chief of Medicaid Program
Finance

DATE: _____

CITY OF FORT LAUDERDALE, a Florida municipal
corporation

By: _____
RICHELLE WILLIAMS
City Manager

Dated: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and Correctness:
D'Wayne M. Spence, Interim City Attorney

By: _____
RHONDA MONTOYA HASAN
Senior Assistant City Attorney