

RESOLUTION NO. 4927, AS AMENDED

A RESOLUTION APPROVING AN AGREEMENT FOR RECOVERY OF ADMINISTRATIVE COSTS FOR IMPLEMENTATION AND RECOVERY OF EMERGENCY MEDICAL SERVICES AND TRANSPORTATION OF MEDICAID PATIENTS PROGRAM

WHEREAS, the State of Alaska Department of Health and Social Services has developed and is administering the Supplemental Emergency Medical Transportation (SEMT) Program to recover costs for eligible emergency medical transportation services for Medicaid patients; and

WHEREAS, the City of Fairbanks provides emergency medical transportation services and plans to participate in the SEMT program; and

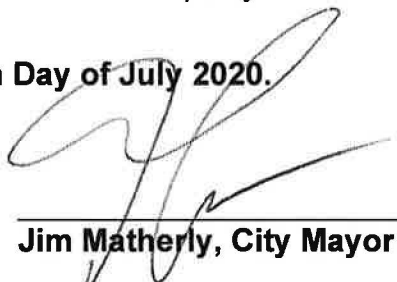
WHEREAS, the Alaska Fire Chiefs Association incurred a one-time fee to implement the SEMT program that will be paid by the Municipality of Anchorage; and

WHEREAS, the Municipality of Anchorage is seeking participants to sign an agreement to reimburse the fee in 2021; and

WHEREAS, the City of Fairbanks anticipates a fee ~~in the amount of~~ less than \$130,000.00 and will recover 50% of this fee in 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor or his designee is authorized to execute any and all documents required for approving the agreement between the City of Fairbanks and the Municipality of Anchorage.

PASSED and APPROVED this 27th Day of July 2020.



Jim Matherly, City Mayor

AYES: Therrien, Rogers, Pruhs, Gibson, Cleworth
NAYS: None
ABSENT: Kun
APPROVED: July 27, 2020

ATTEST:

APPROVED AS TO FORM:



D. Danyielle Snider, MMC, City Clerk



Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 4927

Abbreviated Title: AGREEMENT WITH MUNICIPALITY OF ANCHORAGE

Department(s): FIRE DEPARTMENT

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes _____ No X

2) additional support or maintenance costs? Yes _____ No X

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes _____ No X

If yes, how many positions? _____

If yes, type of positions? _____ (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

EXPENDITURES:	2020	2021	2022	Total
SEMT IMPLEMENTATION COSTS	\$0	\$130,000	-\$65,000	\$65,000
TOTAL	\$0	\$130,000	-\$65,000	\$65,000

FUNDING SOURCE:	2020	2021	2022	Total
GENERAL FUND [SEMT FUNDS]		\$130,000	-\$65,000	\$65,000
				\$0
TOTAL	\$0	\$130,000	-\$65,000	\$65,000

SEMT implementaiton costs will be deducted from the initial payment; however, the City can include this cost in the following year for 50% of reimbursement.

Reviewed by Finance Department:

Initial mb

Date 7/22/2020

**AGREEMENT FOR RECOVERY OF ADMINISTRATIVE COSTS
FOR IMPLEMENTATION AND RECOVERY OF EMERGENCY MEDICAL SERVICES AND
TRANSPORTATION OF MEDICAID PATIENTS PROGRAM**

This agreement is made and entered into on this _____ day of _____, 20____, between the Municipality of Anchorage ("MOA), a political subdivision of the State of Alaska and _____ ("SEMT Transporter").

WHEREAS, the State of Alaska Department of Health and Social Services (the "State") has developed and is administering the Supplemental Emergency Medical Transportation program ("SEMT") pursuant to Alaska Statutes 47.07.085;

WHEREAS, an eligible emergency medical transportation service provider may be entitled to supplemental Medicaid reimbursement; and,

WHEREAS, MOA has been designated by the State to recover the administrative and implementation costs required to be paid by eligible providers under the State Code; and,

WHEREAS, MOA will incur a one-time fee to the Alaska Fire Chiefs Association and an annual administrative fee to the State of Alaska in connection with administering the SEMT program;

WHEREAS, emergency medical transportation service providers are only eligible to participate in the SEMT program if they enter into an agreement to reimburse MOA for administrative costs;

NOW THEREFORE, the Parties enter into this Agreement for the purpose of setting forth the manner and terms for payment of the administrative fees by the eligible SEMT providers to MOA, under the following terms and conditions.

I. PARTIES

MOA is a designated agency for the collection of costs and fees related to the SEMT program. SEMT Transporter is an eligible provider of SEMT services as described in Alaska Statutes.

II. TERM

This Agreement shall be effective and commence as of _____ and shall end on _____.

III. SCOPE OF SERVICES AND RESPONSIBILITIES

MOA will provide the following services:

- Advance payment of SEMT administration costs to the State on behalf of SEMT Transporter.
- Assistance to the State of Alaska SEMT program on behalf of the SEMT Transporter including:
 - Cost Report development
 - Information resource to the State and Federal governments
 - Program development to expand the scope of eligible costs

SEMT Transporter will provide the following services:

- Accurate count of transports eligible under the SEMT program reported to the MOA.
- Accurate recordkeeping and retention of records for a period of not less than five (5) years
- Provide all records upon request to State DHSS for audit purposes

IV. PAYMENT TERMS

SEMT Transporter agrees to pay MOA the Transporter's share of:

1. The State administrative costs, which is calculated by dividing the State Administrative cost by SEMT Transporter's total number of Medicaid patient transports.
2. The one-time fee paid to MOA's contractor for program implementation, which is a total of \$303,750. The fee is calculated by dividing the MOA contractor cost by SEMT Transporter's total number of Medicaid patient transports. This fee will be due to the MOA with the first SEMT payment allocated to the SEMT Transporter.
3. The MOA's administrative costs, which is 2% of the State administrative cost charged to each SEMT Transporter.

MOA will notify, via email, the amount due under this Agreement by the SEMT Transporter once the amount is determined. All amounts due under this Agreement will be paid to MOA no later than 30 days after the first notification is sent to the SEMT Transporter.

Non-payment by the SEMT Transporter constitutes a breach of this Agreement and, if not cured, will result in a termination of this Agreement. A breach of this Agreement may be cured by the successful completion of the payment transaction to MOA by SEMT Transporter within 30 days' notice by MOA.

V. DISPUTE RESOLUTION

In the event of a dispute between the Parties in the terms of this Agreement as to any issue arising under this Agreement, the Parties agree to meet and negotiate in good faith to resolve such dispute. This shall not limit the Parties' right to pursue any available remedies at law or in equity.

VI. INDEMNIFICATION

It is agreed that the SEMT Transporter shall defend, hold harmless and indemnify MOA, its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the SEMT Transporter and its officers, employees or agents. MOA understands that SEMT Transporter is a department of the (Name of authority), and that (Name of Authority) has no appropriation currently available to it to indemnify MOA under this provision and that enactment of an appropriation in the future to fund a payment under this provision remains solely in the discretion of the (Name of Authority) failure to make such an appropriation creates no further liability or obligation of CBJ.

VII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both Parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

VIII. TERMINATION

Either of the Parties may terminate this Agreement upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. SEMT Transporter's responsibility for administrative costs incurred by the State shall survive the termination of the Agreement.

IX. CONTROLLING LAW

The validity of this Agreement and its terms or provisions, as well as the rights and duties of the Parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of Alaska.

MUNICIPALITY OF ANCHORAGE

Signature: _____

Date: _____

[Agency Name in ALL UPPERCASE]

Signature: _____

Date: _____

Name: _____

Title: _____