Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the _____ day of _____ 2009, by and between Leon County (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per Senate Bill 2600, the General Appropriations Act of State Fiscal Year 2009-2010, passed by the 2009 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of $53,725.

    a) The County and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the County and the State of Florida at large.

    b) The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:

        i. The Disproportionate Share Hospital (DSH) program.

        ii. The removal of inpatient and outpatient reimbursement ceilings for teaching, specialty and community hospital education program hospitals.

        iii. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent.

        iv. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.

        v. Increase the annual cap on outpatient services for adults from $500 to $1,500.

        vi. Medicaid Low Income Pool (LIP) payments to rural hospitals, trauma centers, specialty pediatric hospitals, primary care services and other Medicaid participating safety-net hospitals.

        vii. Medicaid LIP payments to hospitals in the approved appropriations categories.

        viii. Medicaid LIP payments to Federally Qualified Health Centers.

        ix. Medicaid LIP payments to Provider Access Systems (PAS) for Medicaid and the uninsured in rural areas.

        x. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.

2. The County will pay the State an amount not to exceed the grand total amount of $53,725. The County will transfer payments to the State in the following manner:

    a) The first quarterly payment of $13,432 for the months of July, August, and September is due upon notification by the Agency.

    b) Each successive payment of $13,431 is due no later than, December 31, 2009, March 31, 2010 and June 15, 2010.

    c) The State will bill the County each quarter payments are due.

3. Attached are the DSH and LIP schedules reflecting the anticipated annual distributions for State Fiscal Year 2009-2010.

4. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this Letter of Agreement. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.

5. The County and the State agree that any modifications to this Letter of Agreement shall be in the same form, namely the exchange of signed copies of a revised Letter of Agreement.

6. The 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 Medicaid supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

7. The County agrees the following provision shall be included in any agreements between the County and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.

8. This Letter of Agreement covers the period of July 1, 2009 through June 30, 2010.

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this Letter of Agreement on the day and year above first written.

Leon County

Signature

Parwez Alam
Name

County Administrator
Title

ATTESTED BY:
Bob Inzer, Clerk of the Circuit Court

BY_____

Approved as to Form:

COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

By:_____
Herbert W.A. Thiele, Esq.
County Attorney

State of Florida

Phil E. Williams
Assistant Deputy Secretary for Medicaid Finance,
Agency for Health Care Administration

Local Government Intergovernmental Transfers	
Program / Amount	**State Fiscal Year 2009-2010**
DSH	
LIP, Exemptions & SWI	53,725
Nursing Home SMP	
Total Funding	**$53,725**