Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the _____ day of _____ 2010, by and between Leon County (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2010-2011, passed by the 2010 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of $223,891.

    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. Medicaid, Low Income Pool payments for the expansion of primary care services to low income, uninsured individuals by:
            1) Reducing potentially avoidable emergency room visits by developing initiatives to identify persons inappropriately using hospital emergency rooms or other emergency care services and provide care coordination and referral to primary care providers.
            2) Reducing potentially avoidable hospitalizations for ambulatory care sensitive conditions, which involve admissions that evidence suggests could have been avoided.
            3) Expansion of primary care infrastructure to provide additional people with a medical home, thereby supporting meaningful emergency room diversion efforts while also improving overall health care in the community.
            4) Expansion of Primary care through expanded service hours (e.g., evening or weekend hours).
            5) Initiatives to increase self-management and adherence to treatment plans and self-management goals through the availability of disease management services for persons with ambulatory care sensitive conditions such as diabetes, asthma, hypertension, COPD, and high cholesterol.

        ii. Projects will be required to report qualitative and quantitative data relating to the various initiatives. Initiatives can include any or all of the following services. Some examples:

- Hospital Emergency Room (ER) and In Patient (IP) diversion initiatives:
  - Number of people diverted from a hospital emergency room to a clinic prior to receiving services at the emergency room;

- Number of people referred from a hospital emergency room for follow-up care after being treated in the ER;
- Number of people referred from a hospital emergency room to a primary care provider;
- Number and percent of ER admissions without a subsequent admission with a follow-up appointment with a provider within 14 days of the ER event date;
- Number of hospital inpatients referred for follow-up care or referred to a primary care provider upon discharge from the hospital;

- Clinic services expansion initiatives:
  - Number of additional persons by payer source (uninsured, Medicaid etc.) seen and visits as a result of the LIP grant;
  - Additional hours of operation funded by the LIP grant;
  - Determination of what treatment choice a person would have made if the LIP-funded clinic or service was not available – for example, would the patient have accessed an emergency room, accessed another primary care clinic, or foregone care.
  - Summary of services rendered

- Disease management initiatives:
  - Number of people participating (enrolled and engaged) persons by payer source (uninsured, Medicaid, etc.) in each DM program funded by the LIP project;
  - Data showing the relative adherence of DM program participants with established clinical practice guidelines (e.g., HbA1c testing, LDL-C screening, etc) and self-management activities (e.g., daily weights of CHF)
  - Information showing the impact on hospital inpatient and outpatient utilization by DM program participants
  - Ensure that DM program activities do not duplicate existing Medicaid DM program services for Medicaid recipients.

2. The County will pay the State an amount not to exceed the grand total amount of $223,891. The County will transfer payments to the State in the following manner:

   a) The first payment of $111,947 for the months of July, through December is due upon notification by the Agency.

   b) Each successive payment of $55,972 is due as follows, March 31, 2011 and June 15, 2011.

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

3. The full enhanced FMAP is in effect for the first six months of SFY 2010-11. Any payments made by the Agency on or after January 1, 2011, will be eligible for the step-down enhanced FMAP. Therefore, the County will be responsible for funding the State share required as a result of the reduced FMAP. If funding is not adequate due to the FMAP change, the State will reduce the rate to the level of funded by the County.

4. Timelines: This agreement must be signed and submitted to the Agency no later than March 1, 2011, to be effective for SFY 2011. Award agreements not executed by the March 1, 2011 deadline will be re-awarded to another applicant.

5. The anticipated annual distribution for Leon County Bond Community Health Center for State Fiscal Year 2010-2011 is $1,000,000.

6. 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.

7. 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.

8. 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.

9. 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.

10. This Letter of Agreement covers the period of July 1, 2010 through June 30, 2011.

WITNESSETH:

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

LEON COUNTY, FLORIDA

BY:_____
Parwez Alam
County Administrator

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY:_____

Approved as to Form:
Leon County Attorney's Office

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

STATE OF FLORIDA

BY:_____
Phil E. Williams
Assistant Deputy Secretary for Medicaid
Finance Agency for Health Care Administration

_____
Witness
(Print name)

_____
Witness