$34 Million Primary Care Award Alternative LIP Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) made and entered into in duplicate on the _____ day of _____ 2014, by and between Leon County (the County) on behalf of TMH, 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 2014-2015, passed by the 2014 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of $328,300.

    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 LIP payments to hospitals in the approved appropriations categories.

        ii. Medicaid LIP payments to Federally Qualified Health Centers.

        iii. Medicaid LIP payments to County Health Departments

        iv. 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 $328,300. The County will transfer payments to the State in the following manner:

    a. The first quarterly payment of $82,075 for the months of July, August, and September is due upon notification by the Agency.

    b. Each successive payment of $82,075 is due as follows, November 30, 2014, March 31, 2015 and May 25, 2015.

    c. The State will bill the County when each quarterly payment is due.

3. Attached is the LIP schedule reflecting the anticipated annual distributions for State Fiscal Year 2014-2015.

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 LOA. 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 LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.

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 LOA covers the period of July 1, 2014 through June 30, 2015 and shall be terminated June 30, 2015.

$34 Million Primary Care Award Alternative LIP Local Intergovernmental Transfers (IGTs)	
State Fiscal Year 2014-2015	
Total Funding	**$328,300**

WITNESSETH:

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

Leon County

_____
Vincent S. Long
County Administrator

State of Florida

_____
Stacey Lampkin
Assistant Deputy Secretary for Medicaid Finance,
Agency for Health Care Administration

Attest:
Bob Inzer, Clerk of the Circuit Court and Comptroller
Leon County, Florida

By: _____

Approved as to form:
Leon County Attorney's Office

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