

Revised Agenda Item #9 for September 24, 2018

CONSENT

Old Title:

9. Letters of Agreement with the Agency for Health Care Administration for Low Income Pool Funding to Bond Community Health Center, Neighborhood Medical Center and Tallahassee Memorial Healthcare

(County Administrator/ Office of Human Services & Community Partnerships)

New Title:

9. Letters of Agreement with the Agency for Health Care Administration for Low Income Pool Funding to Bond Community Health Center, Neighborhood Medical Center, Tallahassee Memorial Healthcare and Apalachee Center Inc.

(County Administrator/ Office of Human Services & Community Partnerships)

This document distributed September 20, 2018.




Leon County Government

INTEROFFICE MEMO

DATE: September 20, 2018

TO: Honorable Chairman and Members of the Board

FROM: Vincent S. Long, County Administrator 

SUBJECT: Revised Agenda Item #9: Letters of Agreement with the Agency for Health Care Administration for Low Income Pool Funding to Bond Community Health Center, Neighborhood Medical Center, Tallahassee Memorial Healthcare and the Apalachee Center, Inc.

Please find attached a revised agenda item #9 for the September 24, 2018 Board meeting. Since the publication of this agenda item, Apalachee Center, Inc. has submitted a request to the County for matching funds in order to access proposed behavioral health low income pool funding that could be available to the State. Similar to the other healthcare providers presented in the agenda item, the Agency for Healthcare Administration requires a letter of agreement be executed by October 1, 2018 in order for Apalachee Center Inc. to potentially access the funding. The revised agenda item addresses the request from Apalachee Center and fulfills the Agency for Healthcare Administration's requirement.


Encl.

Leon County Board of County Commissioners

Agenda Item #9

September 24, 2018

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Letters of Agreement with the Agency for Health Care Administration for Low Income Pool Funding to Bond Community Health Center, Neighborhood Medical Center, Tallahassee Memorial Healthcare and Apalachee Center, Inc.

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Shington Lamy, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Felisa Barnes, Financial Compliance Manager Tiffany Y. Harris, Healthcare Services Coordinator

Statement of Issue:

This item seeks Board approval to utilize a portion of the primary healthcare and mental health funds as the required grant match to access an additional \$1,438,014 in Low Income Pool (LIP) funding from the Florida Agency for Health Care Administration to provide primary and mental healthcare services for indigent and uninsured Leon County residents.

Fiscal Impact:

This item has a fiscal impact. Bond Community Health Center, Neighborhood Medical Center, Tallahassee Memorial Healthcare and Apalachee Center requested the County's support and commitment of a collective match fund total of \$697,942 in order to leverage an estimated \$1,438,014 in Low Income Pool (LIP) funds from the State of Florida Agency for Health Care Administration (AHCA). Contingent upon the adoption of the FY 2019 Budget, funding in the amount of \$439,580 is available in the tentative primary healthcare budget to be used as the required local match funding for Bond Community Health Center, Neighborhood Medical Center, and Tallahassee Memorial Healthcare. The remaining funding in the amount of \$258,362 for the Apalachee Center LIP local match is available in the tentative Baker Act and Marchman Act budget.

Staff Recommendation:

Option #1: Approve the Letters of Agreement with the Agency for Health Care Administration for Low Income Pool funding to Bond Community Health Center, Neighborhood Medical Center, Tallahassee Memorial Healthcare and Apalachee Center, Inc. (Attachments #1, #2, #3 and #4) and authorize the County Administrator to execute the agreements.

Title: Letters of Agreement with the Agency for Health Care Administration for Low Income Pool Funding to Bond Community Health Center, Neighborhood Medical Center, Tallahassee Memorial Healthcare and Apalachee Center, Inc.

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Report and Discussion

Background:

In September 2018, Bond Community Health Center (Bond), Neighborhood Medical Center (NMC), Tallahassee Memorial Healthcare (TMH) and Apalachee Center (Apalachee) respectively, requested support and commitment from the County for local match funding in order to access the Low Income Pool (LIP) funding from the State of Florida Agency for Health Care Administration (AHCA). Subsequent to the requests, AHCA, which administers the LIP funds, sent letters of agreement to the County for the required local match funding. In Florida, the LIP Program provides federal funds to healthcare safety net providers for the costs of care to uninsured patients. Historically, these funds have been available to hospitals, rural health clinics, and federally qualified health centers (FQHCs) like Bond and NMC. This year, AHAC is proposing behavioral health LIP funding contingent upon the approval of the U.S. Center for Medicare and Medicaid Services. If approved, Apalachee would be eligible for the behavioral health funds.

In prior years, the County has supported similar requests for support and financial commitment from Bond, NMC, and TMH to facilitate access to LIP funds. During FY 2018, the County set aside a total of \$270,231 as a local match for Bond and NMC to leverage an additional \$433,862 in federal funds.

The Letters of Agreement with AHCA for the local match of LIP funds are essential to the following FY 2017-FY 2021 Strategic Initiative:

- Continue County support of primary healthcare through participation in Carenet in order to increase access to affordable healthcare for those in need. (2016-34)

This particular Strategic Initiative aligns with the Board's Quality of Life Strategic Priority:

- (Q4) Support and promote access to basic and welfare services to our community members most in need.

Analysis:

As reflected in Table 1, Bond, NMC, TMH, and Apalachee are each eligible for Florida's FY 2019 LIP funding and would require a collective local match totaling \$697,942 in order to leverage an estimated additional \$1,438,014.

Title: Letters of Agreement with the Agency for Health Care Administration for Low Income Pool Funding to Bond Community Health Center, Neighborhood Medical Center, Tallahassee Memorial Healthcare and Apalachee Center, Inc.

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Table 1. FY 2019 LIP Funding			
Healthcare Provider	County Match	ACHA LIP Funds	Total Funds Available for Healthcare Services
Bond Community Health Center	\$136,765	\$154,093	\$290,858
Neighborhood Medical Center	\$202,815	\$228,511	\$431,326
Tallahassee Memorial Healthcare	\$100,000	\$395,410	\$495,410
Apalachee Center, Inc.	\$258,362	\$660,000	\$918,362
Total	\$697,942	\$1,438,014	\$2,135,956

Each healthcare provider would receive their respective total allocation (local match and the additional leverage) from AHCA following the execution of the letters of agreement and transfer of the required match funds to AHCA. Bond and NMC would keep their local match as part of their annual agreement with the County to provide primary care services to uninsured and indigent residents. However, TMH has agreed to transfer its \$100,000 match funds to Bond for primary care services to uninsured and indigent residents. In addition, Apalachee would keep its local match as part of the agreement with the County to provide alcohol and drug detoxification and crisis stabilization units to Leon County residents through the Baker Act and Marchman Act. The County has used a similar approach in prior fiscal years to assist community healthcare providers to leverage state and federal grant opportunities.

Upon adoption of the FY 2019 budget, the County's Primary Healthcare Program's Competitive Provider Reimbursement Pool (Healthcare Pool) would be used for the required primary healthcare local match funding. As previously referenced, the Board set aside a total of \$270,231 in FY 2018 of the funds allocated to the Primary Healthcare Pool as the local match funds for Bond and NMC to leverage an additional \$433,862 in LIP funds.

The County contracts annually with Bond and NMC to provide primary care services to uninsured and indigent residents. In accordance with the Agreement, each provider is reimbursed at a rate of \$125 for each primary care patient visit. The FY 2019 Agreements with Bond and NMC, will stipulate that the funding provided as the LIP match, will be treated as advanced funding from the primary healthcare pool funds. Bond and NMC will not be eligible to access additional funding from the healthcare pool for primary care services until all advanced funds have been expended and supporting documentation provided to the County, including the \$100,000 Bond will receive as a transfer from TMH.

This year, AHCA has requested authorization from the U.S. Center for Medicare and Medicaid Services to utilize LIP funding for behavioral health which would allow Apalachee to be eligible for the funding. As mentioned previously, the County contracts with Apalachee to provide alcohol and drug detoxification and crisis stabilization through the Baker Act and Marchman Act. If AHCA receives authorization, the Baker Act and Marchman Act allocation would be

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September 24, 2018

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used as the local match for Apalachee to access the additional funds for FY 2019. The tentative FY 2019 budget for the Baker Act and Marchman Act is \$638,156. The funding is provided to Apalachee in 12 successive monthly installments of 1/12 of the full amount. The FY 2019 Agreement with Apalachee will stipulate that should AHCA receive authorization to utilize LIP funding for behavioral health and Apalachee be awarded LIP funding, the County's local match will be treated as advanced funding from the Baker and Marchman allocation. Apalachee will not be eligible to receive Baker and Marchman monthly payments until all advanced funds have been expended and supporting documentation provided to the County.

The FY 2019 contracts with Bond, NMC, Apalachee and the other partner healthcare providers will be presented at the Board's first meeting in October. A separate Agreement with TMH for the transfer of the \$100,000 in LIP local match funds to Bond will also be presented. AHCA requires formal Letters of Agreement with Bond, NMC, TMH and Apalachee (Attachments #1, #2, #3, and #4 respectively) be approved and submitted by October 1, 2018, and the matching funds be transferred by October 31. Subsequent to these actions, AHCA would transfer the County's match along with the LIP funds to the four healthcare providers.

Options:

1. Approve the Letters of Agreements with the Agency for Health Care Administration for Low Income Pool funding to Bond Community Health Center, Neighborhood Medical Center, Tallahassee Memorial Healthcare, Apalachee Center, Inc. (Attachments #1, #2, #3, and #4) and authorize the County Administrator to execute the agreements.
2. Do not approve the Letters of Agreements with the Agency for Health Care Administration for Low Income Pool funding.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. FY 2019 Bond Community Health Center Low Income Pool Letter of Agreement
2. FY 2019 Neighborhood Medical Center Low Income Pool Letter of Agreement
3. FY 2019 Tallahassee Memorial Healthcare Low Income Pool Letter of Agreement
4. FY 2019 Apalachee Center Low Income Pool Letter of Agreement

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the 12th day of September 2018, by and between **Leon County, Florida**, a charter county and a political subdivision of the State of Florida (the "County") on behalf of **Bond Community Health Center, Inc.**, 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

"Charity care" or "uncompensated charity care" means that portion of hospital charges reported to the Agency for which there is no compensation, other than restricted or unrestricted revenues provided to a hospital by local governments or tax districts regardless of the method of payment. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, bad debt, or Medicaid and CHIP shortfall. The state and providers that are participating in LIP will provide assurance that LIP claims include only costs associated with uncompensated care that is furnished through a charity care program and that adheres to the principles of the HFMA operated by the provider.

"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 considered a bona fide donation pursuant to 42 CFR § 433.54.

"Low Income Pool (LIP)" means providing government support for safety-net providers for the costs of uncompensated charity care for low-income individuals who are uninsured. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, "bad debt," or Medicaid and CHIP shortfall.

"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.

A. GENERAL PROVISIONS

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2018-2019, passed by the 2018 Florida Legislature, the County and the Agency agree that the County will remit IGT funds to the Agency in an amount not to exceed the total of **\$136,765**.
 - a. The County and the Agency have agreed that these IGT funds will only be used to increase the provision of health services for the charity care of the County and the State of Florida at large.
 - b. The increased provision of charity care health services will be accomplished through the following Medicaid programs:
 - i. LIP payments to hospitals, federally qualified health centers, Medical School Physician Practices, community behavioral health providers, and rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.

2. The County will return the signed LOA to the Agency no later than October 1, 2018.
3. The County will pay IGT funds to the Agency in an amount not to exceed the total of **\$136,765**. The County will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2018 through June 2019 are due to the Agency no later than October 31, 2018 unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the County when payment is due.
4. The County and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA.
 - a. Audits and Records
 - i. The County 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 County 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 County agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
 - b. Retention of Records
 - i. The County 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 County agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the County which are relevant to this LOA.

d. Assignment and Subcontracts

- i. The County 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. The County 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 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 charity care 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 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 (including LIP or DSH) and used secondarily for other purposes."
 8. This LOA covers the period of July 1, 2018 through June 30, 2019 and shall be terminated June 30, 2019.
 9. This LOA may only be amended upon written agreement signed by both parties.
 10. 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.

SFY 2018-2019 LIP Intergovernmental Transfers	
Program	IGT Amount
LIP Program	\$136,765
Total Funding	\$136,765

WITNESSETH:

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

LEON COUNTY, FLORIDA

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

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____

ATTEST:

BY: _____
Gwendolyn Marshall,
Clerk of the Court and Comptroller
Leon County, Florida

Approved as to Form:

BY: _____
Herbert W. A. Thiele, Esq.
County Attorney
Leon County Attorney's Office

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the 12th day of September 2018, by and between **Leon County, Florida**, a charter county and a political subdivision of the State of Florida (the "County") on behalf of **Neighborhood Medical Center, Inc.**, 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

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"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 considered a bona fide donation pursuant to 42 CFR § 433.54.

"Low Income Pool (LIP)" means providing government support for safety-net providers for the costs of uncompensated charity care for low-income individuals who are uninsured. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, "bad debt," or Medicaid and CHIP shortfall.

"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.

A. GENERAL PROVISIONS

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2018-2019, passed by the 2018 Florida Legislature, the County and the Agency agree that the County will remit IGT funds to the Agency in an amount not to exceed the total of **\$202,815**.
 - a. The County and the Agency have agreed that these IGT funds will only be used to increase the provision of health services for the charity care of the County and the State of Florida at large.
 - b. The increased provision of charity care health services will be accomplished through the following Medicaid programs:
 - i. LIP payments to hospitals, federally qualified health centers, Medical School Physician Practices, community behavioral health providers, and rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.

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- i. The County agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the County which are relevant to this LOA.

d. Assignment and Subcontracts

- i. The County 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. The County 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 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 charity care 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 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 (including LIP or DSH) and used secondarily for other purposes."
 8. This LOA covers the period of July 1, 2018 through June 30, 2019 and shall be terminated June 30, 2019.
 9. This LOA may only be amended upon written agreement signed by both parties.
 10. 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.

IGT Amount LIP Intergovernmental Transfers	
Program	IGT Amount
LIP Program	\$202,815
Total Funding	\$202,815

WITNESSETH:

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

LEON COUNTY, FLORIDA

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

SIGNED
BY: _____

SIGNED
BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

BY: _____

Gwendolyn Marshall,
Clerk of the Court and Comptroller
Leon County, Florida

Approved as to Form:

BY: _____

Herbert W. A. Thiele, Esq.
County Attorney
Leon County Attorney's Office

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the 12th day of September 2018, by and between **Leon County, Florida**, a charter county and a political subdivision of the State of Florida (the "County") on behalf of **Tallahassee Memorial HealthCare**, 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

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"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.

A. GENERAL PROVISIONS

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2018-2019, passed by the 2018 Florida Legislature, the County and the Agency agree that the County will remit IGT funds to the Agency in an amount not to exceed the total of **\$100,000**.
 - a. The County and the Agency have agreed that these IGT funds will only be used to increase the provision of health services for the charity care of the County and the State of Florida at large.
 - b. The increased provision of charity care health services will be accomplished through the following Medicaid programs:
 - i. LIP payments to hospitals, federally qualified health centers, Medical School Physician Practices, community behavioral health providers, and

rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.

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SFY 2018-2019 LIP Intergovernmental Transfers	
Program	IGT Amount
LIP Program	\$100,000
Total Funding	\$100,000

WITNESSETH:

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

LEON COUNTY, FLORIDA

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

SIGNED
BY: _____

SIGNED
BY: _____

NAME: Vincent S. Long

NAME: _____

TITLE: County Administrator

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

BY: _____

Gwendolyn Marshall,
Clerk of the Court and Comptroller
Leon County, Florida

Approved as to Form:

BY: _____

Herbert W. A. Thiele, Esq.
County Attorney
Leon County Attorney's Office

Low Income Pool Letter of Agreement

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DEFINITIONS

"Charity care" or "uncompensated charity care" means that portion of hospital charges reported to the Agency for which there is no compensation, other than restricted or unrestricted revenues provided to a hospital by local governments or tax districts regardless of the method of payment. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, bad debt, or Medicaid and CHIP shortfall. The state and providers that are participating in LIP will provide assurance that LIP claims include only costs associated with uncompensated care that is furnished through a charity care program and that adheres to the principles of the HFMA operated by the provider.

"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 considered a bona fide donation pursuant to 42 CFR § 433.54.

"Low Income Pool (LIP)" means providing government support for safety-net providers for the costs of uncompensated charity care for low-income individuals who are uninsured. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, "bad debt," or Medicaid and CHIP shortfall.

"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.

A. GENERAL PROVISIONS

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2018-2019, passed by the 2018 Florida Legislature, the County and the Agency agree that the County will remit IGT funds to the Agency in an amount not to exceed the total of **\$258,362**.
 - a. The County and the Agency have agreed that these IGT funds will only be used to increase the provision of health services for the charity care of the County and the State of Florida at large.
 - b. The increased provision of charity care health services will be accomplished through the following Medicaid programs:
 - i. LIP payments to hospitals, federally qualified health centers, Medical School Physician Practices, community behavioral health providers, and

rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.

2. The County will return the signed LOA to the Agency no later than October 1, 2018.
3. The County will pay IGT funds to the Agency in an amount not to exceed the total of **\$258,362**. The County will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2018 through June 2019 are due to the Agency no later than October 31, 2018 unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the County when payment is due.
4. The County and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA.
 - a. Audits and Records
 - i. The County 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 County 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 County agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
 - b. Retention of Records
 - i. The County 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 County agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the County which are relevant to this LOA.
 - d. Assignment and Subcontracts
 - i. The County 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. The County 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 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 charity care 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 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 (including LIP or DSH) and used secondarily for other purposes."
 8. This LOA covers the period of July 1, 2018 through June 30, 2019 and shall be terminated June 30, 2019.
 9. This LOA may only be amended upon written agreement signed by both parties.
 10. 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.

SFY 2018-2019 LIP Intergovernmental Transfers	
Program	IGT Amount
LIP Program	\$258,362
Total Funding	\$258,362

WITNESSETH:

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

LEON COUNTY, FLORIDA

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

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____

ATTEST:

BY: _____
Gwendolyn Marshall,
Clerk of the Court and Comptroller
Leon County, Florida

Approved as to Form:

BY: _____
Herbert W. A. Thiele, Esq.
County Attorney
Leon County Attorney's Office