

Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the _____ day of _____ 2014, by and between **Broward County (Community AIDS Resource, Inc. dba Care Resource)** (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per Senate Bill 1500, the General Appropriations Act of State Fiscal Year 2013-2014, passed by the 2013 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of **\$34,701.00**.
 - 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 outpatient reimbursement ceilings for teaching, specialty and community hospital education program hospitals.
 - iii. The removal of 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 outpatient reimbursement ceilings for hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.
 - v. Inpatient DRG add-ons for teaching, specialty, children's, public and community hospital education program hospitals; hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent; or hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.
 - vi. The annual cap increase on outpatient services for adults from \$500 to \$1,500.
 - vii. Medicaid Low Income Pool (LIP) payments to rural hospitals, trauma centers, specialty pediatric hospitals, primary care services and other Medicaid participating safety-net hospitals.
 - viii. Medicaid LIP payments to hospitals in the approved appropriations categories.
 - ix. Medicaid LIP payments to Federally Qualified Health Centers.

- x. Medicaid LIP payments to Provider Access Systems (PAS) for Medicaid and the uninsured in rural areas.
 - xi. 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 **\$34,701.00**. The Agency will invoice the County when each payment is due. The County will transfer payments to the Agency in the following manner:
 - a. The distribution from the Agency for State Fiscal Year 2013-14 to Broward Community AIDS Resource, Inc. is **\$83,960.00** and shall be paid by the Agency to Community AIDS Resource, Inc. within 45 calendar days of receipt of the County's IGT payment.
 - b. If the Agency fails to submit full payment to Community AIDS Resource within 45 calendar days of receipt of the County's IGT payment, the Agency will refund to County the full amount of the IGT payment if no payment has been made or the appropriate portion of the IGT payment if a partial payment has been made. The refund to County of the IGT payment shall immediately terminate this Letter of Agreement.
- 3. Timelines: This agreement must be signed, submitted, and received to the Agency no later than October 1, 2013, for self-funded exemptions, buybacks and DRG add-ons, to be effective for State Fiscal Year 2013-14.
- 4. Attached are the DSH and LIP schedules reflecting the anticipated annual distributions for State Fiscal Year 2013-14.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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.

9. The Agency will reconcile the difference between the amount of the IGTs used by or on behalf of individual hospitals' buybacks of their Medicaid inpatient and outpatient trend adjustments or exemptions from reimbursement limitations for SFY 2012-13 and an estimate of the actual annualized benefit derived based on actual days and units of service provided. Reconciliation amount may be incorporated into current year (SFY 2013-14) LOAs.
10. This Letter of Agreement covers the period of July 1, 2013 through June 30, 2014 and shall be terminated June 30, 2014.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and State of Florida, through its Agency for Health Care Administration, signing by and through its Assistant Deputy Secretary for Medicaid Finance, duly authorized to execute same.

STATE OF FLORIDA

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

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

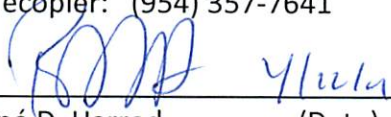
By _____
Mayor
____ day of _____, 2014

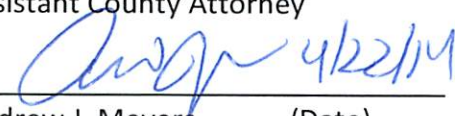
Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  4/22/14
Signature (Date)
Risk Management Division

Jacqueline A. Binns
Print Name and Title above
Risk Insurance and
Contracts Manager

By  4/16/14
René D. Harrod (Date)
Assistant County Attorney

By  4/22/14
Andrew J. Meyers (Date)
Chief Appellate Counsel

| Local Government Intergovernmental Transfers | |
|---|------------------------------------|
| Program / Amount | State Fiscal Year 2013-2014 |
| Supplemental Payments | |
| LIP | 34,701 |
| DSH | |
| Nursing Home SMP | |
| Outpatient Amounts | |
| Automatic Buyback | |
| Self-Funded Buyback | |
| Automatic Exemption | |
| Self-Funded Exemption | |
| SWI | |
| Inpatient Amounts | |
| Automatic DRG Add-On | |
| Self-Funded DRG Add-On | |
| Total Funding | \$34,701 |