

## Directed Payment Program Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the \_\_\_\_\_ day of ~~August~~ 2023, by and between (the "Duval County LPPF") on behalf of Region 4, 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

"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 compliant with 42 CFR Part 433 Subpart B.

"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.

"Directed Payment Program (DPP)," pursuant to the General Appropriation Act, Laws of Florida 2021-156, is the program that provides direct supplemental payments to eligible public and private entities that provide inpatient and outpatient services to Medicaid managed care recipients.

### A. GENERAL PROVISIONS


1. Per Senate Bill 2500, the General Appropriations Act of State Fiscal Year 2023-2024, passed by the 2023 Florida Legislature, the Duval County LPPF and the Agency agree that the Duval County LPPF will remit IGT funds to the Agency in an amount not to exceed the total of **\$83,329,737.92**. The Duval County LPPF and the Agency have agreed that these IGT funds will only be used for the DPP program.
2. The Duval County LPPF will return the signed LOA to the Agency.
3. The Duval County LPPF will pay IGT funds to the Agency in an amount not to exceed the total of **\$83,329,737.92**. The Duval County LPPF will transfer payments to the Agency in the following manner:
  - a. Per Florida Statute 409.908, annual payments for the months of July 1, 2023 through June 30, 2024 are due to the Agency no later than October 31, 2023, unless an alternative plan is specifically approved by the agency.
  - b. The Agency will bill the Duval County LPPF when payment is due.
4. The Duval County LPPF and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA in accordance with public records laws and established retention schedules.
  - a. AUDITS AND RECORDS
    - i. Duval County LPPF agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance

7. Duval County LPPF agrees the following provision shall be included in any agreements between Duval County LPPF 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 and used secondarily for other purposes.
8. This LOA covers the period of July 1, 2023, through June 30, 2024, and shall be terminated September 30, 2024, which includes the states certified forward period.
9. 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.


<b>DPP Local Intergovernmental Transfers</b>	
Program / Amount	State Fiscal Year 2023-2024
Estimated IGTs	<b>\$83,329,737.92</b>
<b>Total Funding Not to Exceed</b>	<b>\$83,329,737.92</b>

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

**Duval County LPPF**

SIGNED BY:   
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: 9/27/2023

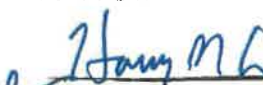
**STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION**

SIGNED BY:   
 NAME: Tom Wallace  
 TITLE: Deputy Secretary for Health Care Finance and Data  
 DATE: 10/26/23

**FORM APPROVED**

By:   
 Office of General Counsel

ATTEST:

  
 Corporation Secretary  
 City of Jacksonville



Duval County LPPF\_Region 4 \_DPP LOA\_SFY 2023-24

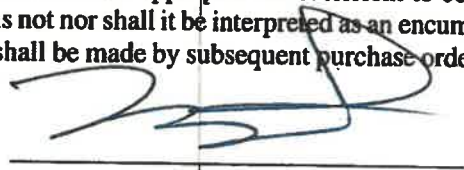
Encumbrance and funding information for internal City use:

Account or PO Number: \_\_\_\_\_

Amount.....\$ \_\_\_\_\_ .00

This above stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.



\_\_\_\_\_  
Director of Finance

City Contract Number: \_\_\_\_\_