Schwartz, Thomas

From: Hampton, Nikki
Sent: Thursday, July 31, 2025 10:13 AM
To: Schwartz, Thomas
Subject: RE: LRM No. 2025-201
Attachments: Letter of Agreement_MCO Humana- Marion County - Signed.docx; SMMC MCO LOA_Marion_FCC_2025 - Signed.pdf; Marion County Letter of Agreement_MCO Sunshine - Signed.pdf; Letter of Agreement_MCO Florida Community Care.docx; LOA - UHC 2025.docx

Good morning Thomas,

I have attached all the agreements to this email. However, Florida Community Care (FCC) states that their policies and procedures state that the contracting counterpart must sign first before the agreement is executed by senior leadership and United Healthcare (UHC) is still saying they will not be incorporating the additional language into any of the Letters of Agreement (LOAs), as it is considered non-standard language for our contractual framework. To maintain consistency, all Public Emergency Medical Transportation (PEMT) LOAs were drafted using the same standardized language, to avoid any discrepancies with counties having different agreements. At this point, I think we need to move forward with the other three insurance companies since they have approved and signed the agreements.

Thanks,

Nikki Hampton, CAC, CAPO
Medical Billing Specialist Manager
Fire Rescue
Main: 352-291-8030 | Direct: 352-291-8036 | FAX: 352-291-8031
Empowering Marion for Success!

From: Hampton, Nikki <Nikki.Hampton@marionfl.org>
Sent: Tuesday, June 10, 2025 11:29 AM
To: Schwartz, Thomas <Thomas.Schwartz@marionfl.org>
Subject: RE: LRM No. 2025-201

Thomas,

The attached spreadsheet's from PCG is for our year 4 and 5 (2023 & 2024) payments from each MCO. The $1.5M is just from UHC. We usually receive payments in October from the MCO's. That's where the "potentially" comes from, if we don't work with UHC and Simply. I have reached out to UHC and Simply advising them that our changes are statutorily mandated. I will let you know what they say.

Thanks,

Letter of Agreement

This Letter of Agreement ("LOA") is made and entered into on the 4th day of March, 2025 by and between **Marion County, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, FL 34471** (hereinafter referred to as "County") (Government Owned Emergency Medical Service (EMS) Provider) and **Florida Community Care, LLC** (Medicaid Managed Care Organization (MCO)) (herein referred to collectively as "Parties").

WHEREAS, the Medicaid MCO has been awarded a contract by the Agency for Health Care Administration (AHCA) to deliver managed care services to Medicaid enrollees under an 1115 Managed Medical Assistance Waiver (the "Waiver") in Region B, which includes where the Government Owned EMS Provider is located and/or operates;

WHEREAS, AHCA has approved the Government Owned EMS Provider as a qualifying entity and provides out of network emergency medical services to MCO enrollees in Region B on an as needed basis, when the transport and treatment is appropriate; and

WHEREAS, the Centers for Medicare and Medicaid Services ("CMS") approved section 438.6 directed payments based on the establishment of a uniform increase to be paid to qualifying Government Owned EMS Providers for the provision of emergency medical services to Medicaid eligible persons enrolled in managed care organizations pursuant to the Waiver, which includes the Medicaid MCO.

NOW THEREFORE, Government Owned EMS Provider and the Medicaid MCO do hereby agree to the following:

1. Government Owned EMS Provider agrees to make emergency medical services available to MCO's Medicaid enrollees on an as needed basis, when the transport and treatment is appropriate.

2. Medicaid MCO shall receive per member per month section 438.6 directed payments for care and treatment provided by the Government Owned EMS Provider, which the Medicaid MCO shall timely remit to the Government Owned EMS Provider in accordance with AHCA's contractual requirements.

3. Contact information for the parties is as follows:

Name: Kathy Bryant
Title: Chairman, Marion County Board of County Commissioners
Phone: 352-291-8000
Email: MCFRadmin@marionfl.org

Name: Krystal Rankin-Ilvento
Title: VP-Managed Care Finance

Phone: 646-775-0693
Email: krankin@ilshealth.com

4. The Parties agree any modification to the LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.

5. This LOA is effective beginning on February 1, 2025, and will continue until Florida Community Care, LLC (MCO) exits the state Medicaid program, or until termination of section 438.6 directed payments, whichever occurs first.

6. Public Records Obligations. If, under the Agreement, MCO is providing services and is acting on behalf of County as provided under Section 119.011(2), Florida Statutes (2023), MCO, shall:

A. Keep and maintain public records required by County to perform the service;
B. Upon request from County's custodian of records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if MCO does not transfer the records to County; and,
D. Upon completion of the Agreement, transfer, at no cost, to County, all public records in possession of MCO or keep and maintain public records required by County to perform the service. If MCO transfers all public records to County upon completion of the Agreement, MCO shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MCO keeps and maintains public records upon completion of the Agreement, MCO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request from County's custodian of public records in a format that is compatible with the information technology systems of County.

E. Public Records Questions Contact.

IF MCO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO MCO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations, 601 SE 25th Ave., Ocala, FL 34471
Phone: 352-438-2300 Fax: 352-438-2309
Email: PublicRelations@MarionFL.org

7. Mutual Indemnification. Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter County's waiver of sovereign immunity or the

limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require County to indemnify or insure MCO for MCO's negligence. Nothing herein shall be construed as consent by any Party to be sued by third parties for any matter arising out of the Agreement.

8. Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything to the contrary set forth in the Agreement, COUNTY's obligation to indemnify CONTRACTOR, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2023). All liability of COUNTY shall be limited to the limits set forth therein, whether sounding in contract, tort, or otherwise. This Section shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this LOA on the day and year above first written. Each party represents that: (i) it has the authority to enter into this Agreement; and (ii) that the individual signing this Agreement on its behalf is authorized to do so.

MEDICAID MANAGED CARE ORGANIZATION - Florida Community Care, LLC

_____

NAME & TITLE OF AUTHORIZED INDIVIDUAL

_____

SIGNATURE OF AUTHORIZED INDIVIDUAL

_____

DATE

MARION COUNTY, a political subdivision of the State of Florida

BY: _____
KATHY BRYANT, CHAIRMAN

DATE: _____

For Use And Reliance Of MARION COUNTY ONLY,
Approved As To Form And Legal Sufficiency

For: _____
County Attorney

Letter of Agreement

This Letter of Agreement ("LOA") is made and entered into on the 4th day of March, 2025 by and between **Marion County, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, FL 34471** (hereinafter referred to as "County") (Government Owned Emergency Medical Service (EMS) Provider) and **Sunshine State Health Plan, Inc.** (Medicaid Managed Care Organization (MCO)) (herein referred to collectively as "Parties").

WHEREAS, the Medicaid MCO has been awarded a contract by the Agency for Health Care Administration (AHCA) to deliver managed care services to Medicaid enrollees under an 1115 Managed Medical Assistance Waiver (the "Waiver") in Region B, which includes where the Government Owned EMS Provider is located and/or operates;

WHEREAS, AHCA has approved the Government Owned EMS Provider as a qualifying entity and provides out of network emergency medical services to MCO enrollees in Region B on an as needed basis, when the transport and treatment is appropriate; and

WHEREAS, the Centers for Medicare and Medicaid Services ("CMS") approved section 438.6 directed payments based on the establishment of a uniform increase to be paid to qualifying Government Owned EMS Providers for the provision of emergency medical services to Medicaid eligible persons enrolled in managed care organizations pursuant to the Waiver, which includes the Medicaid MCO.

NOW THEREFORE, Government Owned EMS Provider and the Medicaid MCO do hereby agree to the following:

1. Government Owned EMS Provider agrees to make emergency medical services available to MCO's Medicaid enrollees on an as needed basis, when the transport and treatment is appropriate.

2. Medicaid MCO shall receive per member per month section 438.6 directed payments for care and treatment provided by the Government Owned EMS Provider, which the Medicaid MCO shall timely remit to the Government Owned EMS Provider in accordance with AHCA's contractual requirements.

3. Contact information for the parties is as follows:

Name: Kathy Bryant
Title: Chairman, Marion County Board of County Commissioners
Phone: 352-291-8000
Email: MCFRadmin@marionfl.org

Name: Ray Bautista
Title: VP Finance

Phone: 305-890-6739
Email: RBAUTISTA@SunshineHealth.com

4. The Parties agree any modification to the LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.

5. This LOA is effective beginning on February 1, 2025, and will continue until Sunshine State Health Plan, Inc. (MCO) exits the state Medicaid program, or until termination of section 438.6 directed payments, whichever occurs first.

6. Public Records Obligations. If, under the Agreement, MCO is providing services and is acting on behalf of County as provided under Section 119.011(2), Florida Statutes (2023), MCO, shall:

A. Keep and maintain public records required by County to perform the service;
B. Upon request from County's custodian of records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if MCO does not transfer the records to County; and,
D. Upon completion of the Agreement, transfer, at no cost, to County, all public records in possession of MCO or keep and maintain public records required by County to perform the service. If MCO transfers all public records to County upon completion of the Agreement, MCO shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MCO keeps and maintains public records upon completion of the Agreement, MCO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request from County's custodian of public records in a format that is compatible with the information technology systems of County.

E. Public Records Questions Contact.

IF MCO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO MCO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations, 601 SE 25th Ave., Ocala, FL 34471
Phone: 352-438-2300 Fax: 352-438-2309
Email: PublicRelations@MarionFL.org

7. Mutual Indemnification. Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter County's waiver of sovereign immunity or the

limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require County to indemnify or insure MCO for MCO's negligence. Nothing herein shall be construed as consent by any Party to be sued by third parties for any matter arising out of the Agreement.

8. Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything to the contrary set forth in the Agreement, COUNTY's obligation to indemnify CONTRACTOR, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2023). All liability of COUNTY shall be limited to the limits set forth therein, whether sounding in contract, tort, or otherwise. This Section shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this LOA on the day and year above first written. Each party represents that: (i) it has the authority to enter into this Agreement; and (ii) that the individual signing this Agreement on its behalf is authorized to do so.

MEDICAID MANAGED CARE ORGANIZATION – Sunshine State Health Plan, Inc.

Ray Bautista, VP Finance

NAME & TITLE OF AUTHORIZED INDIVIDUAL

SIGNATURE OF AUTHORIZED INDIVIDUAL

03-11-2025

DATE

MARION COUNTY, a political subdivision of the State of Florida

BY: _____
KATHY BRYANT, CHAIRMAN

DATE: _____

For Use And Reliance Of MARION COUNTY ONLY,
Approved As To Form And Legal Sufficiency

For: _____
County Attorney

Letter of Agreement

This Letter of Agreement ("LOA") is made and entered into on the 4th day of March, 2025 by and between **Marion County, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, FL 34471** (hereinafter referred to as "County") (Government Owned Emergency Medical Service (EMS) Provider) and **Simply Healthcare Plans, Inc.** (Medicaid Managed Care Organization (MCO)) (herein referred to collectively as "Parties").

WHEREAS, the Medicaid MCO has been awarded a contract by the Agency for Health Care Administration (AHCA) to deliver managed care services to Medicaid enrollees under an 1115 Managed Medical Assistance Waiver (the "Waiver") in Region B, which includes where the Government Owned EMS Provider is located and/or operates;

WHEREAS, AHCA has approved the Government Owned EMS Provider as a qualifying entity and provides out of network emergency medical services to MCO enrollees in Region B on an as needed basis, when the transport and treatment is appropriate; and

WHEREAS, the Centers for Medicare and Medicaid Services ("CMS") approved section 438.6 directed payments based on the establishment of a uniform increase to be paid to qualifying Government Owned EMS Providers for the provision of emergency medical services to Medicaid eligible persons enrolled in managed care organizations pursuant to the Waiver, which includes the Medicaid MCO.

NOW THEREFORE, Government Owned EMS Provider and the Medicaid MCO do hereby agree to the following:

1. Government Owned EMS Provider agrees to make emergency medical services available to MCO's Medicaid enrollees on an as needed basis, when the transport and treatment is appropriate.

2. Medicaid MCO shall receive per member per month section 438.6 directed payments for care and treatment provided by the Government Owned EMS Provider, which the Medicaid MCO shall timely remit to the Government Owned EMS Provider in accordance with AHCA's contractual requirements.

3. Contact information for the parties is as follows:

Name: Kathy Bryant
Title: Chairman, Marion County Board of County Commissioners
Phone: 352-291-8000
Email: MCFRadmin@marionfl.org

Name: Danae Villar
Title: Provider Network Manager
Phone: 561-467-0615
Email: Danae.Villar@simplyhealthcareplans.com

4. The Parties agree any modification to the LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.

5. This LOA is effective beginning on February 1, 2025, and will continue until Simply Healthcare Plans, Inc. (MCO) exits the state Medicaid program, or until termination of section 438.6 directed payments, whichever occurs first.

6. Public Records Obligations. If, under the Agreement, MCO is providing services and is acting on behalf of County as provided under Section 119.011(2), Florida Statutes (2023), MCO, shall:

A. Keep and maintain public records required by County to perform the service;
B. Upon request from County's custodian of records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if MCO does not transfer the records to County; and,
D. Upon completion of the Agreement, transfer, at no cost, to County, all public records in possession of MCO or keep and maintain public records required by County to perform the service. If MCO transfers all public records to County upon completion of the Agreement, MCO shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MCO keeps and maintains public records upon completion of the Agreement, MCO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request from County's custodian of public records in a format that is compatible with the information technology systems of County.

E. Public Records Questions Contact.

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Public Relations, 601 SE 25th Ave., Ocala, FL 34471
Phone: 352-438-2300 Fax: 352-438-2309
Email: PublicRelations@MarionFL.org

7. Mutual Indemnification. Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter County's waiver of sovereign immunity or the

limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require County to indemnify or insure MCO for MCO's negligence. Nothing herein shall be construed as consent by any Party to be sued by third parties for any matter arising out of the Agreement.

8. Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything to the contrary set forth in the Agreement, COUNTY's obligation to indemnify CONTRACTOR, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2023). All liability of COUNTY shall be limited to the limits set forth therein, whether sounding in contract, tort, or otherwise. This Section shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this LOA on the day and year above first written. Each party represents that: (i) it has the authority to enter into this Agreement; and (ii) that the individual signing this Agreement on its behalf is authorized to do so.

MEDICAID MANAGED CARE ORGANIZATION – Simply Healthcare Plans, Inc.

Sean Fitzgerald, RVP Provider Solutions, FL

SIGNATURE OF AUTHORIZED INDIVIDUAL

7.01.2025

DATE

MARION COUNTY, a political subdivision of the State of Florida

BY: _____
KATHY BRYANT, CHAIRMAN

DATE: _____

For Use And Reliance Of MARION COUNTY ONLY,
Approved As To Form And Legal Sufficiency

For: _____
County Attorney

Letter of Agreement

This Letter of Agreement ("LOA") is made and entered into on the 4th day of March, 2025 by and between **Marion County, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, FL 34471** (hereinafter referred to as "County") (Government Owned Emergency Medical Service (EMS) Provider) and **Humana** (Medicaid Managed Care Organization (MCO)) (herein referred to collectively as "Parties").

WHEREAS, the Medicaid MCO has been awarded a contract by the Agency for Health Care Administration (AHCA) to deliver managed care services to Medicaid enrollees under an 1115 Managed Medical Assistance Waiver (the "Waiver") in Region B, which includes where the Government Owned EMS Provider is located and/or operates;

WHEREAS, AHCA has approved the Government Owned EMS Provider as a qualifying entity and provides out of network emergency medical services to MCO enrollees in Region B on an as needed basis, when the transport and treatment is appropriate; and

WHEREAS, the Centers for Medicare and Medicaid Services ("CMS") approved section 438.6 directed payments based on the establishment of a uniform increase to be paid to qualifying Government Owned EMS Providers for the provision of emergency medical services to Medicaid eligible persons enrolled in managed care organizations pursuant to the Waiver, which includes the Medicaid MCO.

NOW THEREFORE, Government Owned EMS Provider and the Medicaid MCO do hereby agree to the following:

1. Government Owned EMS Provider agrees to make emergency medical services available to MCO's Medicaid enrollees on an as needed basis, when the transport and treatment is appropriate.

2. Medicaid MCO shall receive per member per month section 438.6 directed payments for care and treatment provided by the Government Owned EMS Provider, which the Medicaid MCO shall timely remit to the Government Owned EMS Provider in accordance with AHCA's contractual requirements.

3. Contact information for the parties is as follows:

Name: Kathy Bryant
Title: Chairman, Marion County Board of County Commissioners
Phone: 352-291-8000
Email: MCFRadmin@marionfl.org

Name: Jennifer Almeciga
Title: Medicaid/Florida Network Operations Manager
Phone: 812-987-4031
Email: Jalmeciga@Humana.com

4. The Parties agree any modification to the LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.

5. This LOA is effective beginning on February 1, 2025, and will continue until Humana (MCO) exits the state Medicaid program, or until termination of section 438.6 directed payments, whichever occurs first.

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E. Public Records Questions Contact.

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Phone: 352-438-2300 Fax: 352-438-2309
Email: PublicRelations@MarionFL.org

7. Mutual Indemnification. Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter County's waiver of sovereign immunity or the

limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require County to indemnify or insure MCO for MCO's negligence. Nothing herein shall be construed as consent by any Party to be sued by third parties for any matter arising out of the Agreement.

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IN WITNESS WHEREOF, the Parties have duly executed this LOA on the day and year above first written. Each party represents that: (i) it has the authority to enter into this Agreement; and (ii) that the individual signing this Agreement on its behalf is authorized to do so.

MEDICAID MANAGED CARE ORGANIZATION - Humana

Marcia A. Guida, Regional Vice President

NAME & TITLE OF AUTHORIZED INDIVIDUAL

Marcia A. Guida

SIGNATURE OF AUTHORIZED INDIVIDUAL

DATE 3/13/25

MARION COUNTY, a political subdivision of the State of Florida

BY: _____
KATHY BRYANT, CHAIRMAN

DATE: _____

For Use And Reliance Of MARION COUNTY ONLY,
Approved As To Form And Legal Sufficiency

County Attorney

Letter of Agreement

This Letter of Agreement ("LOA") is made and entered into on the 4th day of March by and between **Marion County, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, FL 34471** (hereinafter referred to as "County") (Government Owned Emergency Medical Service (EMS) Provider) and **UnitedHealthcare of Florida, Inc.** (Medicaid Managed Care Organization (MCO)) (herein referred to collectively as "Parties").

WHEREAS, the Medicaid MCO has been awarded a contract by the Agency for Health Care Administration (AHCA) to deliver managed care services to Medicaid enrollees under an 1115 Managed Medical Assistance Waiver (the "Waiver") in Region B , which includes Marion County where Government Owned EMS Provider is located and/or operates;

WHEREAS, AHCA has approved the Government Owned EMS Provider as a qualifying entity and provides out of network emergency medical services to MCO enrollees in Region B on an as needed basis, when the transport and treatment is appropriate; and

WHEREAS, the Centers for Medicare and Medicaid Services ("CMS") approved section 438.6 directed payments based on the establishment of a uniform increase to be paid to qualifying Government Owned EMS Providers for the provision of emergency medical services to Medicaid eligible persons enrolled in managed care organizations pursuant to the Waiver, which includes the Medicaid MCO.

NOW THEREFORE, Government Owned EMS Provider and the Medicaid MCO do hereby agree to the following:

1. Government Owned EMS Provider agrees to make emergency medical services available to MCO's Medicaid enrollees on an as needed basis, when the transport and treatment is appropriate.

2. Medicaid MCO shall receive per member per month section 438.6 directed payments for care and treatment provided by the Government Owned EMS Provider, which the Medicaid MCO shall timely remit to the Government Owned EMS Provider in accordance with AHCA's contractual requirements.

3. Contact information for the parties is as follows:

Name: Kathy Bryant
Title: Chairman, Marion County Board of County Commissioners
Phone: 352-291-8000
Email:MCFRadmin@marionfl.org

Name: William Warthen
Title: Network Programs Manager
Phone: 952-202-8943
Email: william_j_warthen@uhc.com

4. The Parties agree any modification to the LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.

5. This LOA is effective beginning on July 1, 2024, and will continue until UnitedHealthcare of Florida, Inc. exits the state Medicaid program, or until the termination of section 438.6 directed payments, whichever occurs first.

IN WITNESS WHEREOF, the Parties have duly executed this LOA on the day and year above first written. Each party represents that: (i) it has the authority to enter into this Agreement; and (ii) that the individual signing this Agreement on its behalf is authorized to do so.

MEDICAID MANAGED CARE ORGANIZATION – UnitedHealthcare of Florida, Inc.

_____

DEBRA SIKES-VICE PRESIDENT NETWORK PROGRAMS

_____

SIGNATURE

_____

DATE

MARION COUNTY, a political subdivision of the State of Florida

BY: _____

KATHY BRYANT, CHAIRMAN

DATE: _____

For Use And Reliance Of MARION COUNTY ONLY,
Approved As To Form And Legal Sufficiency

For: _____
County Attorney