K22-516

INTERGOVERNMENTAL TRANSFER AGREEMENT / INTRA-AGENCY TRANSFER AGREEMENT
BETWEEN
CITY OF NEW ORLEANS
AND
LOUISIANA DEPARTMENT OF HEALTH

This Intergovernmental Transfer (IGT)/Intra-Agency Transfer (IAT) Agreement ("Agreement") is entered into by and between the **Louisiana Department of Health ("LDH")**, represented herein by Ruth Johnson, Undersecretary, Office of Management and Finance, and the **City of New Orleans**, represented herein by LaToya Cantrell, Mayor.

WHEREAS, **City of New Orleans** and LDH (hereinafter also collectively referred to as "Parties") have a joint goal of promoting better health outcomes of individuals within the State of Louisiana; and

WHEREAS, City of New Orleans has available public funds that can be transferred to LDH in furtherance of the joint goals of LDH and **City of New Orleans**; and

WHEREAS, LDH will utilize these funds to promote positive health outcomes, including maintaining Medicaid access and uninsured access to health care.

NOW THEREFORE, the Parties agree as follows:

I. The preamble and preliminary recitals of this agreement are incorporated herein as if restated in their entirety.

II. City of New Orleans certifies that they enter into this IGT/IAT with LDH in order to provide funds for the state match within the Louisiana Medicaid program.

III. City of New Orleans has obtained all the necessary authorizations needed to enable the transfer of Public Funds to LDH.

IV. City of New Orleans acknowledges that funds transferred to LDH are to be used by LDH in the furtherance of joint goals established by the Parties, which include, but are not limited to, promotion of better health outcomes throughout the State of Louisiana.

V. City of New Orleans agrees to transfer funds to LDH in one, or more installments according to a schedule to be mutually agreed upon by both Parties via electronic funds transfer (EFT) to the following:

i. Name of the Bank: J.P. Morgan Chase
ii. Name of the Account: State of Louisiana Central Depository
iii. Routing Number: 065400137
iv. Account Number: 838612737
v. Lockbox: 62952

VI. City of New Orleans certifies that they understand that LDH intends to use the transferred funds as the state's share in claiming Federal Financial Participation ("FFP") for use in the Medicaid program.

VII. City of New Orleans certifies that any funds transferred are Public Funds, as described in 42 C.F.R. 433.51 and are not disqualified for use as the state's share in claiming FFP, such as provider-related donations, non-allowable healthcare-related taxes, and non-allowable Federal funds.

VIII. City of New Orleans further certifies that should any portion of the transferred funds be discovered to not be permissible as the state's share in claiming FFP, whether before or after such use for this purpose, City of New Orleans agrees to defend, indemnify, and hold LDH harmless for any loss that results from the use of such funds as the state's share in claiming FFP.

IX. City of New Orleans further certifies that City of New Orleans will hold LDH harmless and indemnify LDH for any claims, losses, or damages arising out of payments made to City of New Orleans.

X. Both Parties agree to sign any addendum to this Agreement that may be required pursuant to any applicable federal or state law, rule or regulation.

This Agreement is entered into as of the date of the last signature below.

By: _____ Date: 6/17/22
LaToya Cantrell
Mayor

By: _____ Date: _____
Ruth Johnson
Undersecretary, Office of Management and Finance

By: _____ Date: 6/17/22
Witness
Kristen Royal

By: _____ Date: _____
Witness

SWORN AND SUBSCRIBED BEFORE ME, the undersigned Notary Public, on this 17th day of JUNE, 2022, at New Orleans, Louisiana.

_____
Notary Public
Clifton M. Davis III #24069
My commission expires at death

SWORN AND SUBSCRIBED BEFORE ME, the undersigned Notary Public, on this _____ day of _____, 2022, at _____, Louisiana.

_____
Notary Public

FORM AND LEGALITY APPROVED:

_____
Law Department, City of New Orleans