



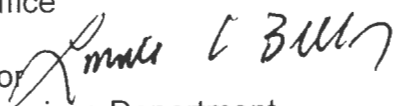
Interoffice Memorandum

September 16, 2019

AGENDA ITEM

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

THRU: Randy Singh, Deputy County Administrator
County Administrator's Office

FROM: Lonnie C. Bell, Jr., Director 
Community and Family Services Department

SUBJECT: **Consent Agenda Item – September 24, 2019**
Low Income Pool Letter of Agreement

For the past 19 years, the Intergovernmental Transfer Program (IGT) has been the primary funding mechanism for Orange County's Primary Care Access Network (PCAN). The IGT program allows the county to draw down additional state and federal dollars for PCAN by participating in the Medicaid Low Income Pool (LIP). LIP funds are intended to assist in providing health services to uninsured, underinsured and Medicaid patients.

Last year, as well as this year, LIP has been expanded to include behavioral health providers. In order for providers to participate in the program, a Letter of Agreement (LOA) between Orange County and Florida's Agency for Health Care Administration must be executed.

We are requesting approval and execution of a LIP LOA, under which Orange County will remit to the state a total of \$2,055,232 which will be matched with federal funds and used to fund behavioral health services at Aspire Health Partners, Inc. for fiscal year 2020.

ACTION REQUESTED: Approval and execution of Low Income Pool Letter of Agreement by and between Orange County on behalf of Aspire Health Partners and the State of Florida, Agency for Health Care Administration in the amount of \$2,055,232 through the Intergovernmental Transfer Program.

HT:jam

Attachments

c: Donna Wyche, Manager, Mental Health and Homeless Issues Division

BCC Mtg. Date: September 24, 2019

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the 21 day of October 2019, by and between Orange County on behalf of Aspire Health Partners 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 Children’s Health Insurance Program (CHIP) shortfall. The state and providers that are participating in Low Income Pool (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 Healthcare Financial Management Association (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 compliant with 42 CFR Part 433 Subpart B.

“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 Senate Bill 2500, the General Appropriations Act of State Fiscal Year 2019-2020, passed by the 2019 Florida Legislature, the Orange County and the Agency agree that the Orange County will remit IGT funds to the Agency in an amount not to exceed the total of **\$2,055,232**.
 - a. The Orange 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 Orange 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:

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

ci. Assignment and Subcontracts

- i. The Orange 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. This LOA may only be amended upon written agreement signed by both parties. The Orange 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 Orange 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 Orange County agrees the following provision shall be included in any agreements between the Orange 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, 2019 through June 30, 2020 and shall be terminated June 30, 2020.
- 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.

LIP Local Intergovernmental Transfers (IGTs)	
Program / Amount	State Fiscal Year 2019-2020
LIP Program	\$2,055,232
Total Funding	\$2,055,232

WITNESSETH:

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

Orange County

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION

SIGNED BY: Byron W. Brooks
NAME: Byron W. Brooks
TITLE: County Administrator
DATE: 24 Sep 19

SIGNED BY: Mary C. Mayhew
NAME: Mary C. Mayhew
TITLE: Secretary
DATE: 10/31/19

