



Interoffice Memorandum

AGENDA ITEM

September 9, 2020

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

THRU: Yolanda G. Martinez, EdPhD., PhD., Director *YGM*
County Administrator's Office

FROM: John Goodrich, Deputy Director *J. Goodrich*
Health Services Department

SUBJECT: Low Income Pool Letters of Agreement
Consent Agenda – September 22, 2020

For the past 20 years, the Intergovernmental Transfer Program (IGT) has been a 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.

Letters of Agreement (LOA) between Orange County and Florida's Agency for Health Care Administration (AHCA) must be executed for federally qualified health centers receiving LIP funds. The LIP LOA specify the allocation of funds to the following PCAN partners: Community Health Centers (\$923,272), Central Florida Family Health Centers d/b/a True Health (\$288,802), and Health Care for the Homeless (\$435,277).

We are requesting approval and execution of LIP LOAs between Orange County and AHCA, under which Orange County will remit to the state a total of \$1,647,351, which will be used to help fund the PCAN program for fiscal year 2020-21 and allow us to draw down federal match dollars.

ACTION REQUESTED: Approval and execution of Low Income Pool Letters of Agreement by and between Orange County Board of County Commissioners and the State of Florida, Agency for Healthcare Administration on behalf of Community Health Centers, Inc. (\$923,272), True Health (Central Florida Family Health Centers, Inc.) (\$288,802), and Health Care for the Homeless, Inc. (Orange Blossom Family Health) (\$435,277), for an overall total of \$1,647,351 through the Intergovernmental Transfer Program. **(Medical Clinic)**

Attachments

C: Claudia Yabrudy, Manager, Fiscal & Operational Support Division
Daniella Sullivan, Health Services Program Administrator, Medical Clinic Division

BCC Mtg. Date: September 22, 2020

Low Income Pool Letter of Agreement

SEP 22 2020

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2020, by and between **Orange County Board of County Commissioners** on behalf of **Community Health Centers, Inc.**, 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 House Bill 5001, the General Appropriations Act of State Fiscal Year 2020-2021, passed by the 2020 Florida Legislature, the **Orange County Board of County Commissioners** and the Agency agree that the **Orange County Board of County Commissioners** will remit IGT funds to the Agency in an amount not to exceed the total of **\$923,272**.
 - a. The **Orange County Board of County Commissioners** 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 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:

- i. LIP payments to hospitals, federally qualified health centers, Medical School Physician Practices, community behavioral health providers, and rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.
- 2. The **Orange County Board of County Commissioners** will return the signed LOA to the Agency no later than October 1, 2020.
- 3. The **Orange County Board of County Commissioners** will pay IGT funds to the Agency in an amount not to exceed the total of **\$923,272**. The **Orange County Board of County Commissioners** will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2020 through June 2021 are due to the Agency no later than October 31, 2020 unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the **Orange County Board of County Commissioners** when payment is due.
- 4. The **Orange County Board of County Commissioners** and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA.
 - a. Audits and Records
 - i. The **Orange County Board of County Commissioners** agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.
 - ii. The **Orange County Board of County Commissioners** agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
 - iii. The **Orange County Board of County Commissioners** agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
 - b. Retention of Records
 - i. The **Orange County Board of County Commissioners** agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
 - ii. Persons duly authorized by the Agency and federal auditors shall have

full access to and the right to examine any of said records and documents.

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

d. Assignment and Subcontracts

- i. The **Orange County Board of County Commissioners** 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 Board of County Commissioners** 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 Board of County Commissioners** 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 Board of County Commissioners** agrees the following provision shall be included in any agreements between the **Orange County Board of County Commissioners** 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, 2020 through June 30, 2021 and shall be terminated June 30, 2021.
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	\$923,272
Total Funding	\$923,272

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 Board of County Commissioners

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION

SIGNED BY: Burton W. Brooks

SIGNED BY: Beth Kinder

NAME: Burton W. Brooks

NAME: BETH KINDER

TITLE: County Administrator

TITLE: DEPUTY SECRETARY FOR MEDICAID

DATE: SEP 22 2020

DATE: 10/5/2020



Low Income Pool Letter of Agreement

SEP 22 2020

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2020, by and between **Orange County** on behalf of **True Health (Central Florida Family Health Centers, Inc.)**, 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 House Bill 5001, the General Appropriations Act of State Fiscal Year 2020-2021, passed by the 2020 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 **\$288,802**.
 - 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 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:

- i. LIP payments to hospitals, federally qualified health centers, Medical School Physician Practices, community behavioral health providers, and rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.
2. The **Orange County** will return the signed LOA to the Agency no later than October 1, 2020.
3. The **Orange County** will pay IGT funds to the Agency in an amount not to exceed the total of **\$288,802**. The **Orange County** will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2020 through June 2021 are due to the Agency no later than October 31, 2020 unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the **Orange County** when payment is due.
4. The **Orange County** and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA.
 - a. Audits and Records
 - i. The **Orange County** agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.
 - ii. The **Orange County** agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
 - iii. The **Orange County** agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
 - b. Retention of Records
 - i. The **Orange County** agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
 - ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.
 - 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.

d. 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, 2020 through June 30, 2021 and shall be terminated June 30, 2021.
 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	\$288,802
Total Funding	\$288,802

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: *Ryan W. Brooks*

SIGNED BY: *Beth Kinder*

NAME: *Ryan W. Brooks*

NAME: *BETH KINDER*

TITLE: *County Administrator*

TITLE: *DEPUTY SECRETARY FOR MEDICAID*

DATE: SEP 22 2020

DATE: *10/5/2020*



BCC Mtg. Date: September 22, 2020

Low Income Pool Letter of Agreement

SEP 22 2020

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2020, by and between **Orange County Board of County Commissioners** on behalf of **Health Care Center for the Homeless, Inc. (Orange Blossom Family Health)**, 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.

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"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 House Bill 5001, the General Appropriations Act of State Fiscal Year 2020-2021, passed by the 2020 Florida Legislature, the **Orange County Board of County Commissioners** and the Agency agree that the **Orange County Board of County Commissioners** will remit IGT funds to the Agency in an amount not to exceed the total of **\$435,277**.
 - a. The **Orange County Board of County Commissioners** 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 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:

- i. LIP payments to hospitals, federally qualified health centers, Medical School Physician Practices, community behavioral health providers, and rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.
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LIP Local Intergovernmental Transfers (IGTs)	
Program / Amount	State Fiscal Year 2019-2020
LIP Program	\$435,277
Total Funding	\$435,277

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 Board of County Commissioners

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

SIGNED BY: *Bruce W. Brooks*

SIGNED BY: *Beth Kidder*

NAME: Bruce W. Brooks

NAME: BETH KIDDER

TITLE: County Administrator

TITLE: DEPUTY SECRETARY FOR MEDICAID

DATE: SEP 22 2020

DATE: 10/5/2020

