



## Interoffice Memorandum

AGENDA ITEM

September 12, 2019

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

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

FROM: John Goodrich, Deputy Director  
Health Services Department

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

A handwritten signature in black ink, appearing to be "JGM", is written over the "THRU" line of the memorandum.

For the past 19 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 (\$904,390), Central Florida Family Health Centers (\$291,081), and Health Care for The Homeless (\$439,530).

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 \$1,635,001, which will be used to help fund the PCAN program for fiscal year 2019 and allow us to draw down additional state and federal match dollars.

**ACTION REQUESTED:** Approval and execution of Low Income Pool Letters of Agreement by and between Orange County and the State of Florida, Agency for Healthcare Administration on behalf of Community Health Centers (\$904,390), Central Florida Family Health Centers (\$291,081), and Health Care for The Homeless (\$439,530), for an overall total of \$1,635,001 through the Intergovernmental Transfer Program. **(Medical Clinic)**

Attachments

C: Claudia Yabrudy, Assistant Manager, Fiscal & Operational Support Division



OFFICE OF COMPTROLLER

ORANGE  
COUNTY  
FLORIDA

Phil Diamond, CPA  
County Comptroller as  
Clerk of the Board of County Commissioners  
201 South Rosalind Avenue  
Post Office Box 38  
Orlando, FL 32802  
Telephone: (407) 836-7300  
Fax: (407) 836-5359

DATE: September 26, 2019

TO: John Goodrich, Deputy Director  
Health Services Department, BCC

FROM: Katie Smith, Deputy Clerk *AK for KS*  
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Documents, Health Services Department  
Consent Item- 02, File 19-1476, September 24, 2019

Enclosed is the Low Income Pool Letters of Agreements for \$904,390, \$291,081, and \$439,530 (6 originals- 2 sets of each amount listed) which was approved by the Board of County Commissioners (BCC) at its regular meeting held on September 24, 2019.

Please forward the documents to all required parties for signature.

**Email copies of the fully-executed documents to [ClerkofBCC@occompt.com](mailto:ClerkofBCC@occompt.com) and copy [terese.parsons@ocfl.net](mailto:terese.parsons@ocfl.net). Note: [ClerkofBCC@occompt.com](mailto:ClerkofBCC@occompt.com) is used only for County staff submission of pending documents.**

Please include in cover memo or subject line identification of the documents by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The documents will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed documents before October 24, 2019, notify Katie Smith by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

ks:nr

Enclosures (6)

dl: Yolanda Martinez, Director, Health Services Department, BCC [email]  
Daniel Banks, Deputy County Administrator, BCC [email]  
Stephanie Bologna, Executive Assistant, Health Services Department, BCC [email]  
Terese Parsons, Executive Assistant, County Administrator's Office, BCC [email]  
Pending File

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 \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between Orange County on behalf of Community Health Centers 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 **\$904,390**.
  - 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	\$904,390
<b>Total Funding</b>	<b>\$904,390</b>

**WITNESSETH:**

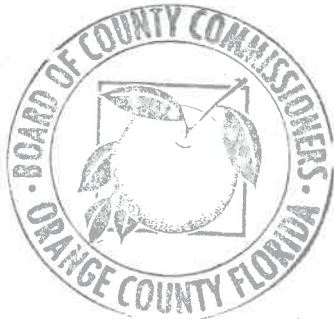
IN WITNESS WHEREOF, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

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: 10/21/19



## Low Income Pool Letter of Agreement

**THIS LETTER OF AGREEMENT (LOA)** is made and entered into in duplicate on the \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between Orange County on behalf of Central Florida Family Health Centers 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 **\$291,081**.
  - 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:





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- 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.
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- 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	\$291,081
<b>Total Funding</b>	<b>\$291,081</b>

**WITNESSETH:**

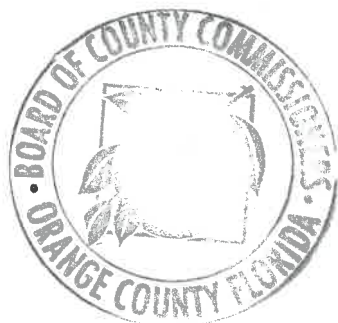
IN WITNESS WHEREOF, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

Orange County

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

STATE OF FLORIDA, AGENCY FOR  
 HEALTH CARE ADMINISTRATION

SIGNED BY: Mary C. Maynew  
 NAME: Mary C. Maynew  
 TITLE: Secretary  
 DATE: 10/21/19



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 \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between Orange County on behalf of Health Care for The Homeless 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.

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LIP Local Intergovernmental Transfers (IGTs)	
Program / Amount	State Fiscal Year 2019-2020
LIP Program	\$439,530
<b>Total Funding</b>	<b>\$439,530</b>

**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: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

