




**Interoffice Memorandum**

**AGENDA ITEM**

September 12, 2023

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

THRU: Carla Bell Johnson, AICP, Deputy County Administrator   
County Administrator's Office

FROM: Donna Wyche, Manager   
Mental Health and Homelessness Division

SUBJECT: Low Income Pool Letter of Agreement  
**Consent Agenda – September 26, 2023**

For the past 23 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 \$3,611,504 which will be matched with federal funds and used to fund behavioral health services at Aspire Health Partners, Inc. for fiscal year 2024.

**ACTION REQUESTED: Approval and execution of Low Income Pool Letter of Agreement by and between Orange County on behalf of Aspire Health Partners, Inc. and the State of Florida, Agency for Healthcare Administration in the amount of \$3,611,504 through the Intergovernmental Transfer Program.**

DW/ss

Attachments

C: Yolanda Brown, Manager, Community and Family Services Department

## Low Income Pool Letter of Agreement

**THIS LETTER OF AGREEMENT (LOA)** is made and entered into in duplicate on the 26th day of September 2023, by and between **Orange County** (the "IGT Provider") 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 2023-2024, passed by the 2023 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$3,611,504.00** if the entire State Fiscal Year (SFY) 23-24 distribution is paid using the enhanced Federal Medical Assistance Percentage (FMAP) per the Families First Coronavirus Response Act or if a portion of the SFY23-24 distribution is paid after the expiration of the end of the enhanced FMAP.

- a. The IGT Provider 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 IGT Provider 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.

1. The IGT Provider will return the signed LOA to the Agency no later than October 1, 2023.
2. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$3,611,504.00** if the entire SFY23-24 distribution is paid prior to the end of the public health emergency or if a portion of the SFY23-24 distribution is paid after the end of the public health emergency.
  - a. Per Florida Statute 409.908, annual payments for the months of July 2023 through June 2024 are due to the Agency no later than October 31, 2023, unless an alternative plan is specifically approved by the agency.
  - b. The Agency will bill the IGT Provider when payment is due.
3. The IGT Provider 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 IGT Provider 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 IGT Provider 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 IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
  - b. Retention of Records
    - i. The IGT Provider 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.

- i. 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 IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.
  - d. Assignment and Subcontracts
    - i. The IGT Provider 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.
- 4. This LOA may only be amended upon written agreement signed by both parties. The IGT Provider 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.
- 5. The IGT Provider 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.
- 6. The IGT Provider agrees the following provision shall be included in any agreements between the IGT Provider 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."
- 7. This LOA covers the period of July 1, 2023, through June 30, 2024, and shall be terminated September 30, 2024, which includes the states certified forward period.
- 8. 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 2023-2024
Estimated IGTs	\$3,611,504.00
Total Funding Not to Exceed	\$3,611,504.00

**WITNESSETH:**

IN WITNESS WHEREOF, the parties have caused this (4) 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 Brooks*

SIGNED BY: *Tom Wallace*

NAME: Byron Brooks

NAME: Tom Wallace

TITLE: County Administrator

TITLE: Deputy Secretary for Health Care  
Finance and Data

DATE: September 26, 2023

DATE: 10/17/23

