



**Interoffice Memorandum**

**AGENDA ITEM**

October 16, 2017

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

THRU: George Ralls, M.D., Deputy County Administrator  
County Administrator's Office

FROM: John Goodrich, Assistant Director  
Health Services Department

SUBJECT: LIP Letter of Agreement  
**Consent Agenda – October 31, 2017**

*J. Goodrich  
for*

For the past 17 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) and Disproportionate Share Hospital (DSH) programs. LIP/DSH funds are intended to assist in providing health services to uninsured, underinsured and Medicaid patients.

At the September 19, 2017 BCC meeting, LIP Letters of Agreement (LOA) were approved for Florida Hospital (\$6,792,668), Orlando Health (\$4,951,397), and Health Central (1,046,535). Due to changes to the LIP funding model, we are requesting to reallocate all funding from Health Central and shift it to Orlando Health. This change will allow the county to maximize PCAN funding for needed healthcare services.

In order to reallocate the funding, we are requesting approval of a revised LOA for Orlando Health (\$5,997,932). This modification does not change the overall IGT funding level, which is used to fund the PCAN program and allows us to draw down additional state and federal match dollars.

**ACTION REQUESTED:** Approval and execution of LIP Letter of Agreement by and between Orange County and the State of Florida, Agency for Healthcare Administration on behalf of Orlando Health (\$5,997,932) for the Intergovernmental Transfer Program. The Intergovernmental Transfer Program is the primary funding mechanism for Orange County's Primary Care Access Network (PCAN). **(Medical Clinic)**

Attachments

C: Lourdes Markham, Medical Clinic Administrator, Medical Clinic Division

BCC Mtg. Date: October 31, 2017

## **LIP Letter of Agreement**

**THIS LETTER OF AGREEMENT (LOA)** is made and entered into in duplicate on the 16<sup>th</sup> day of October 2017, by and between **Orange County** (the "County") on behalf of **Orlando 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, for care provided to a patient whose family income for the twelve (12) months preceding the determination is less than or equal to two-hundred (200) percent of the federal poverty level, unless the amount of hospital charges due from the patient exceeds twenty-five (25) percent of the annual family income. However, in no case shall the hospital charges for a patient whose family income exceeds four times the federal poverty level for a family of four be considered charity.

"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.

"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 2017-2018, passed by the 2017 Florida Legislature, the County and the Agency agree that the County will remit IGT funds to the Agency in an amount not to exceed the total of **\$5,997,932**.
  - a. The 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, and rural health centers pursuant to the

approved Centers for Medicare & Medicaid Services Special Terms and Conditions.

2. The County will return the signed LOA to the Agency no later than October 1, 2017.
3. The County will pay IGT funds to the Agency in an amount not to exceed the total of **\$5,997,932**. The County will transfer payments to the Agency in the following manner:
  - a. Per Senate Bill 2514, annual payments for the months of July 2017 through June 2018 are due to the Agency no later than October 31, 2017 unless an alternative plan is specifically approved by the agency.
  - b. The Agency will bill the County when payment is due.
4. The 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 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 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 County agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
  - b. Retention of Records
    - i. The 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 County agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the County which are relevant to this LOA.

d. Assignment and Subcontracts

- i. The 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. The 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 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 County agrees the following provision shall be included in any agreements between the 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, 2017 through June 30, 2018 and shall be terminated June 30, 2018.
9. This LOA may only be amended upon written agreement signed by both parties.
10. 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 2017-2018
LIP Program	\$5,997,932
Total Funding	\$5,997,932

**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: *Ajit Lalchandani*  
NAME: Ajit Lalchandani  
TITLE: County Administrator  
DATE: 10.31.17

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

SIGNED BY: *Justin M. Senior*  
NAME: Justin M. Senior  
TITLE: Secretary  
DATE: 11/17/17

