



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.15a

9/15/2020

Subject:

Agency for Healthcare Administration (AHCA) Low Income Pool (LIP) Letter of Agreement for Circles of Care, Inc.

Fiscal Impact:

FY 20-21: There is no impact to the General Fund. The required match of up to \$1,143,805 is currently budgeted in 0001 200662.

Dept/Office:

Housing and Human Services Department

Requested Action:

It is requested that the Board of County Commissioners (1) approve and authorize the County Manager to execute an agreement with the Florida Agency for Health Care Administration's Low Income Pool upon approval of Risk Management and the County Attorney's Office, (2) approve the use of budgeted Baker Act General Revenue funds for the required Low Income Pool match, and (3) authorize the County Manager to approve all necessary budget change requests.

Summary Explanation and Background:

The Centers for Medicare and Medicaid Services approved a Research and Demonstration Waiver Application for the State of Florida, relating to Medicaid reform, which became effective on July 1, 2006. As part of the Waiver, the Low Income Pool (LIP) was "established to ensure continued government support for the provision of health care services to Medicaid, underinsured, and uninsured populations." The Low Income Pool is a capped annual allotment from the federal government for the state of Florida.

Access to Low Income Pool funds is through a non-federal match and the Florida Agency for Health Care Administration requires matching funds to be tax based resources from local governmental entities, such as sales tax or General Revenue. In 2018, an amendment was approved to allow for the use of LIP funds for community mental health providers under a pilot program that provides additional behavioral health services for persons aged 21 and older with serious mental illness (SMI), substance use disorder (SUD) or SMI with co-occurring SUD. Circles of Care, Inc. (CoC) is Brevard's designated Community Mental Health Center. The resulting leveraged Low Income Pool funding maybe used for expenditures to cover the cost of charity care for these services.

The Housing and Human Services Department and Circles of Care, Inc. have been working with the State and Legislators to have CoC included on the list of approved Behavioral Healthcare Providers under the pilot program. The Housing and Human Services Department will utilize a portion of the General Fund already budgeted for Baker Act Match for the required LIP matching funds for the FY 20-21 Low Income Pool program. The LIP Agreement identifies two levels of required match. The lower number (\$1,041,805) represents a

special provision of the Families First Coronavirus Response Act which adjusts the match percentage if the national Emergency Declaration related to the pandemic is still in place and the higher amount (\$1,143,237) reflects the match if the Emergency Declaration expires before the funds are given to the State.

The match funds will result in the leveraging of \$3,272,000 in total funding to support Baker Act and the aforementioned expanded services. One hundred percent of the leveraged funds will be used to support these activities.

Clerk to the Board Instructions:

None



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September 16, 2020

M E M O R A N D U M

TO: Ian Golden, Housing and Human Services Director

RE: Item F.15a. Agency for Healthcare Administration (AHCA) Low Income Pool (LIP) Letter of Agreement for Circles of Care, Inc.

The Board of County Commissioners, in regular session on September 15, 2020, , approved and authorized the County Manager to execute an agreement with the Florida Agency for Health Care Administration's Low Income Pool upon approval of Risk Management and the County Attorney's Office; approved the use of budgeted Baker Act General Revenue funds for the required Low Income Pool match; and authorized the County Manager to approve all necessary Budget Change Requests.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Kimberly Powell, Clerk to the Board

/cld

cc: County Manager
Budget
Finance

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Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2020, by and between **Brevard County** on behalf of **Circles of Care, 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 2020-21, passed by the 2020 Florida Legislature, the **Brevard County** and the Agency agree that the **Brevard County** will remit IGT funds to the Agency in an amount not to exceed the total of **\$1,041,805** if the entire State Fiscal Year (SFY) 20-21 distribution is paid using the enhanced Federal Medical Assistance Percentage (FMAP) per the Families First Coronavirus Response Act or **\$1,143,237** if a portion of the SFY20-21 distribution is paid after the expiration of the end of the enhanced FMAP.
 - a. The **Brevard 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 **Brevard 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

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rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.

2. The **Brevard County** will return the signed LOA to the Agency no later than October 1, 2020.
3. The **Brevard County** will pay IGT funds to the Agency in an amount not to exceed the total of **\$1,041,805** if the entire State Fiscal Year (SFY) 20-21 distribution is paid using the enhanced Federal Medical Assistance Percentage (FMAP) per the Families First Coronavirus Response Act or **\$1,143,237** if a portion of the SFY20-21 distribution is paid after the expiration of the end of the enhanced FMAP.
 - 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 **Brevard County** when payment is due.
4. The **Brevard County** and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA.
 - c. Audits and Records
 - i. The **Brevard 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 **Brevard 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 **Brevard County** agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
 - d. Retention of Records
 - i. The **Brevard 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.

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- 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.
- e. Monitoring
 - i. The **Brevard County** agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the **Brevard County** which are relevant to this LOA.
- f. Assignment and Subcontracts
 - i. The **Brevard 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 Brevard 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 **Brevard 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 **Brevard County** agrees the following provision shall be included in any agreements between the **Brevard 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.

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| LIP Local Intergovernmental Transfers (IGTs) | |
|--|------------------------------------|
| Program / Amount | State Fiscal Year 2020-2021 |
| If the entire State Fiscal Year (SFY) 20-21 distribution is paid using the enhanced Federal Medical Assistance Percentage (FMAP) per the Families First Coronavirus Response Act OR | \$1,041,805 |
| If a portion of the SFY20-21 distribution is paid after the expiration of the end of the enhanced FMAP | \$1,143,237 |
| Greatest Possible Total Funding | \$1,143,237 |

WITNESSETH:

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

Brevard County

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

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____