

**F. Consent Agenda - Housing and Human Services
ITEM 7.**



**AGENDA REPORT
September 18, 2018**

**Approval, Re: Agency for Health Care Administration Low Income Pool (LIP)
Letter of Agreement (\$868,598)**

SUBJECT:

Approval, Re: Agency for Health Care Administration Low Income Pool (LIP) Letter of Agreement (\$868,598)

FISCAL IMPACT:

FY 18/19 – There is no impact to the General Fund. The increased General Fund transfer of \$868,598 to the Housing and Human Services Department will be offset by a donation from the Health First Foundation.

FY 19/20 – There is no impact to the General Fund.

DEPT/OFFICE:

Housing and Human Services

REQUESTED ACTION:

It is requested that the Board of County Commissioners approve and authorize the Chair to (1) execute a Low Income Pool Agreement with the Florida Agency for Health Care Administration upon the approval of Risk Management and the County Attorney's Office, (2) accept a cash donation, (3) approve an increase of \$868,598 in the Housing and Human Services Department's General Fund transfer for the required Low Income Pool match, and (4) authorize the County Manager to execute necessary budget change requests.

SUMMARY EXPLANATION and BACKGROUND:

Notice was given by the the Florida Agency for Health Care Administration (AHCA) on September 7, 2018 that Low Income Pool (LIP) funds would be available for the County's next fiscal year. Access to LIP funds is through a non-federal match and AHCA requires matching funds to be tax based resources from local governmental entities, such as sales tax or General Revenue. A portion of the LIP funds have been set aside for Federally Qualified Health Centers (FQHC). The Brevard Health Alliance (BHA) is our local FQHC and is seeking to access these funds.

The resulting leveraged LIP funding may be used for expenditures to cover the cost of providing health care services (primary, dental, and behavioral health). The LIP program was active from FY2010 - FY2013 and the Health First Foundation provided a cash

donation to Brevard County offsetting the use of the General Fund for the match under the LIP program. When the LIP program was reintroduced in FY2018, the Health First Foundation again provided a cash donation to offset the General Fund match for LIP.

BHA has worked with Health First Foundation to identify matching funds to offset a transfer from the General Fund in the amount of \$868,598 for FY2019. The match will result in the leveraging of \$1,847,248 in total funding to support these health care services. 100% of the leveraged funds supports these services.

CLERK TO THE BOARD INSTRUCTIONS:

None

ATTACHMENTS:

Description

- **LIP Agreement**



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

September 19, 2018

MEMORANDUM

TO: Ian Golden, Housing and Human Services Director

RE: Item F.7., Agency for Health Care Administration Low Income Pool (LIP) Letter of Agreement (\$868,598)

The Board of County Commissioners, in regular session on September 18, 2018, approved Low Income Pool Letter of Agreement with Florida Agency for Health Care Administration upon the approval of Risk Management and the County Attorney's Office; accepted a cash donation; approved an increase of \$868,598 in the Housing and Human Services Department's General Fund transfer for the required Low Income Pool match; and authorized the County Manager to execute necessary budget change requests.

Upon execution by the Chair and State of Florida, Agency for Health Care Administration, please return a fully-executed copy of the Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

A handwritten signature in cursive script that reads "Tammy Rowe".

Tammy Rowe, Deputy Clerk

cc: Contracts Administration
Finance
Budget

Deborah Thomas

From: Ray, Brittany <brittany.ray@brevardfl.gov>
Sent: Monday, September 17, 2018 4:37 PM
To: Deborah Thomas
Cc: Tammy Rowe
Subject: RE: ITEM F7 LETTER OF AGREEMENT

Deborah,

It is my understanding that the agreement is at the CAO and Risk Management for review.

Please let me know if you have any further questions.

Brittany Ray, Administrative Assistant to Ian Golden, Director
Brevard County Housing & Human Services Department
2725 Judge Fran Jamieson Way, Bldg. B, Suite B-106
Viera, Florida 32940
Telephone: (321) 633-2007
Facsimile: (321) 633-2170
Email: brittany.ray@brevardfl.gov



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From: Deborah Thomas [mailto:deborah.thomas@brevardclerk.us]
Sent: Monday, September 17, 2018 3:00 PM
To: Ray, Brittany
Cc: Tammy Rowe
Subject: ITEM F7 LETTER OF AGREEMENT

Hey Brittany:

Question, there is an Item from Housing and Human Services on tomorrow's Agenda that is a DRAFT.

Will an original be supplied at the meeting – and does the Chair need to sign???????

The title is *Agency for Health Care Administration Low Income Pool Letter of Agreement*.

Please advise asap.

Thank you in advance.

Deborah Thomas
Administrative Assistant

Clerk to the Board
400 South Street, 2nd Fl.
Titusville, Florida 32780
(321)637-2001

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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 _____ 2018, by and between **[IGT PROVIDER]** on behalf of **[PROVIDER]**, 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 CHIP shortfall. The state and providers that are participating in 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 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 considered a bona fide donation pursuant to 42 CFR § 433.54.

"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 2018-2019, passed by the 2018 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 **[IGT Amount]**.
 - 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.

2. The [IGT Provider] will return the signed LOA to the Agency no later than October 1, 2018.
3. The [IGT Provider] will pay IGT funds to the Agency in an amount not to exceed the total of **[IGT Amount]**. The [IGT Provider] will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2018 through June 2019 are due to the Agency no later than October 31, 2018 unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the [IGT Provider] when payment is due.
4. 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.

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 [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.

5. 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.
6. 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.
7. 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."
8. This LOA covers the period of July 1, 2018 through June 30, 2019 and shall be terminated June 30, 2019.
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.

F07

LIP Local Intergovernmental Transfers (IGTs)	
Program / Amount	State Fiscal Year 2018-2019
LIP Program	
Total Funding	[IGT Amount]

WITNESSETH:

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

[IGT PROVIDER]

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

**SIGNED
BY:** _____

**SIGNED
BY:** _____

NAME: RITA PRITCHETT _____

NAME: _____

TITLE: CHAIR _____

TITLE: _____

DATE: _____

DATE: _____

DRAFT