



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## New Business - Community Services Group

E.2.

9/24/2019

**Subject:**

Approval, Re: Agency for Health Care Administration Low Income Pool Letter of Agreement (\$772,809)

**Fiscal Impact:**

FY 19-20: There will be no impact to the General Fund. The increased General Fund transfer of \$772,809 to the Housing and Human Services Department will be offset by a donation from the Health First Foundation.

**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 Letter of 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 \$772,809 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:**

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 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. A portion of Low Income Pool funds have been set aside by the state for Federally Qualified Health Center. The Brevard Health Alliance is our local Federally Qualified Health Center.

The resulting leveraged Low Income Pool funding maybe used for expenditures to cover the cost of providing health care services (primary, dental, and behavioral health). The Low Income Pool program has been active for numerous years as a Medicaid waiver program through the State of Florida. For each year that the Brevard Health Alliance has participated, the Health First Foundation has provided a cash donation to Brevard County offsetting the use of General Revenue funds for the

match under the Low Income Pool program.

The Brevard Health Alliance has worked with the Health First Foundation to identify matching funds for the FY 19-20 Low Income Pool program of \$772,809, which will again offset the match for Brevard County. The identified funds will result in the leveraging of \$1,657,577 in total funding to support the aforementioned health care services. One hundred percent of the leveraged funds will be used to support these activities.

**Clerk to the Board Instructions:**

None



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 25, 2019

**MEMORANDUM**

**TO:** Ian Golding, Housing and Human Services Director

**RE:** Item E.2., Approval of Agency for Health Care Administration Low Income Pool Letter of Agreement

The Board of County Commissioners, in special session on September 24, 2019, approved and authorized the Chair to executed the Low Income Pool Letter of Agreement with the Florida Agency for Health Care Administration, upon approval by Risk Management and the County Attorney; accepted a cash donation; approved an increase of \$772,809 in the Housing and Human Services Department General Fund transfer for the required Low Income Pool match; and authorized the County Manager to execute necessary budget change requests.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

/ds

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 \_\_\_\_\_ 2019, by and between Brevard County Board of County Commissioners on behalf of Brevard Health Alliance 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 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 Senate Bill 2500, the General Appropriations Act of State Fiscal Year 2019-2020, passed by the 2019 Florida Legislature, the Brevard County Board of County Commissioners and the Agency agree that the Brevard County Board of County Commissioners will remit IGT funds to the Agency in an amount not to exceed the total of **\$772,809**.
  - a. The Brevard County Board of County Commissioners 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 Board of County Commissioners and the State of Florida at large.

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- 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 Brevard County Board of County Commissioners will return the signed LOA to the Agency no later than October 1, 2019.
- 3. The Brevard County Board of County Commissioners will pay IGT funds to the Agency in an amount not to exceed the total of **\$772,809**. The Brevard County Board of County Commissioners will transfer payments to the Agency in the following manner:
  - a. Per Florida Statute 409.908, annual payments for the months of July 2019 through June 2020 are due to the Agency no later than October 31, 2019 unless an alternative plan is specifically approved by the agency.
  - b. The Agency will bill the Brevard County Board of County Commissioners when payment is due.
- 4. The Brevard County Board of County Commissioners 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 Brevard County Board of County Commissioners 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 Board of County Commissioners 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 Board of County Commissioners agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
  - b. Retention of Records
    - i. The Brevard County Board of County Commissioners 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

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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 Brevard County Board of County Commissioners agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the Brevard County Board of County Commissioners which are relevant to this LOA.

d. Assignment and Subcontracts

- i. The Brevard County Board of County Commissioners 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 Board of County Commissioners 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 Board of County Commissioners 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 Board of County Commissioners agrees the following provision shall be included in any agreements between the Brevard County Board of County Commissioners 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.

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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.

<b>LIP Local Intergovernmental Transfers (IGTs)</b>	
<b>Program / Amount</b>	<b>State Fiscal Year 2019-2020</b>
LIP Program	\$772,809
<b>Total Funding</b>	<b>\$772,809</b>

**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 Board of County Commissioners**

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

**SIGNED**  
**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**SIGNED**  
**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_