

## Low Income Pool Letter of Agreement

**THIS LETTER OF AGREEMENT (LOA)** is made and entered into in duplicate on the 19 day of September 2019, by and between Pinellas County on behalf of Community Health Centers Pinellas 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 2019-2020, passed by the 2019 Florida Legislature, the Pinellas County and the Agency agree that the Pinellas County will remit IGT funds to the Agency in an amount not to exceed the total of **\$512,558**.
  - a. The Pinellas 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 Pinellas 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:





- 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 Pinellas County agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the Pinellas County which are relevant to this LOA.
- d. Assignment and Subcontracts
  - i. The Pinellas 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 Pinellas 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 Pinellas 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 Pinellas County agrees the following provision shall be included in any agreements between the Pinellas 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, 2019 through June 30, 2020 and shall be terminated June 30, 2020.
- 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.

LIP Local Intergovernmental Transfers (IGTs)	
Program / Amount	State Fiscal Year 2019-2020
LIP Program	\$512,558
<b>Total Funding</b>	<b>\$512,558</b>


**WITNESSETH:**

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

Pinellas County  

SIGNED BY: \_\_\_\_\_  
NAME: Barry Burton  
TITLE: County Administrator  
DATE: September 19, 2019

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION

SIGNED BY:  \_\_\_\_\_  
NAME: Mary C. Mayhew  
TITLE: Secretary  
DATE: 10/21/19

APPROVED AS TO FORM

By:  \_\_\_\_\_  
Office of the County Attorney



RON DESANTIS  
GOVERNOR

MARY C. MAYHEW  
SECRETARY

**ROUTING & REVIEW SUMMARY SHEET**

**Prepared on behalf of:** Brooke Yowell,  
Regulatory Analyst Supervisor LIP/DSH  
Medicaid Program Finance

*BY*  
(Initials)

By: Kristen Johnson

**Date Prepared:** 10/15/19

**Contact Phone:** 412-4274

**TO BE REVIEWED BY:**

*MEM*

*10/21/19*

Mary C. Mayhew, Secretary

Date

**SPECIAL INSTRUCTIONS:** Please review & sign-off in order of routing as indicated above, if any changes to this routing or document(s) being reviewed, please notify contact before continuing/re-routing occurs. *Please return to Kristen Johnson, Medicaid Program Finance, at the completion of all routing/reviews. Thank you.*

**THIS IS: LIP GROUP 3 LOA: PINELLAS COUNTY ON BEHALF OF  
COMMUNITY HEALTH CENTERS PINELLAS**

