

HOSPITAL LIP LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT (LOA) made and entered into in duplicate on the ____ day of _____ 2018, by and between **City of Orlando** (the “City”) 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 “uninsured charity care” means healthcare services that have been or will be provided but are never expected to be reimbursed by the recipient of the services or third party payor, that were furnished through a charity care program operated by the provider and that adheres to the principles of the Healthcare Financial Management Association. The service is provided regardless of the recipient’s ability to pay.

“Intergovernmental Transfers (IGTs)” means transfers of funds from a non-Medicaid governmental entity (e.g. counties, municipalities, 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 City and the Agency agree that the City will remit IGT funds to the Agency in an amount not to exceed the total of \$26,729,470.
 - a. The City 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 City 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;

ii. Disproportionate Share Hospital payments.

2. The City will return the signed LOA to the Agency no later than May, 1, 2018.
3. The City will pay IGT funds to the Agency in an amount not to exceed the total of \$26,729,470. The City 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. The Agency is approving an alternative plan for the City pursuant to this LOA.
 - b. The Agency will bill the City when payment is due.
4. The City 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 City 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 City 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 City agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
 - b. Retention of Records
 - i. The City 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 City agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the City which are relevant to this LOA.

d. Assignment and Subcontracts

- i. The City 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 City 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 City confirms that there are no pre-arranged agreements (contractual or otherwise) between the City and the providers to redirect any portion of these aforementioned charity care supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
 - 7. This LOA covers the period of July 1, 2017 through June 30, 2018 and shall be terminated June 30, 2018.
 - 8. This LOA may only be amended upon written agreement signed by both parties.
 - 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 2017-2018
LIP Program	\$ 26,729,470
Total Funding	\$ 26,729,470

WITNESSETH:

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

CITY OF ORLANDO

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____