

## Low Income Pool Letter of Agreement

**THIS LETTER OF AGREEMENT** (LOA) made and entered into in duplicate as of the \_\_\_ day of \_\_\_\_\_ 2024, by and between City of Jacksonville (the "City") on behalf of UF Health Jacksonville, and the State of Florida, Agency for Health Care Administration (the "Agency"), and is entered into 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 that adheres to the principals of the HFMA operated by the provider.

"Intergovernmental Transfers (IGTs)" mean 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 2024-2025, passed by the 2024 Florida Legislature, the City of Jacksonville and the Agency agree that the City of Jacksonville will remit IGT funds to the Agency in an amount not to exceed the total of \$25,000,000.
  - a. The City of Jacksonville 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 of Jacksonville 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 City of Jacksonville agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the City of Jacksonville which are relevant to this LOA.
  - d. Assignment and Subcontracts
    - i. The City of Jacksonville 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 City of Jacksonville 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 of Jacksonville 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 City of Jacksonville agrees the following provision shall be included in any agreements between the City of Jacksonville 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, 2024 through June 30, 2025 and shall be terminated June 30, 2025.
- 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/DSH Local Intergovernmental Transfers (IGTs)	
Program/Amount	State Fiscal Year 2024-2025
LIP Program	\$25,000,000.00
Total Funding	\$25,000,000.00

**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 JACKSONVILLE

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION

SIGNED \_\_\_\_\_

SIGNED \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attest (as to City):

\_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

Form Approved (as to City):

\_\_\_\_\_  
Office of General Counsel

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