



MEMORANDUM

Date: July 16, 2021

To: Chief Executive Officer
Chief Financial Officer

From: Kim S. Morris, Director Reimbursement *ksm*
Division of Financial Management

Subject: Physician Services SFY2018 – SFY2020 Upper Payment Limit Program

BY ELECTRONIC MAIL

The federal Centers for Medicare and Medicaid Services (CMS) has accepted the Department’s Physician Services UPL calculation for State Fiscal Years 2018 - 2020. Information about the schedule of events, notice of intent, letter of agreement, UPL payment and intergovernmental transfer amounts are attached. The information related to the schedule and forms will also be available at a later date on the Department’s web site at www.dch.georgia.gov by selecting options for “Providers,” “Provider types,” “Hospital providers,” then “Physician UPL.”

In order to assure that the timely receipt of intergovernmental transfers can be confirmed, a Notice of Intent to Transfer form must be submitted to document the expected method of transfer. We must also receive an updated letter of agreement form from each governmental entity. Please review, sign, and submit the forms by July 21, 2021, to email address DCH.Supplemental@dch.ga.gov.

UPL payments will be issued through the Georgia Medicaid Management Information System (GAMMIS). The same system that currently processes and pays Georgia Medicaid claims.

If you have any questions regarding this notice or the attached materials, please contact Annetta Smith, Senior Manager Office of Reimbursement, at asmith@dch.ga.gov or 404-463-6669.

Thank you.

**Georgia Department of Community Health
Physician UPL Payments for FY2018-FY2020
Schedule of Key Events**

Friday	July 16, 2021	Notice to Hospitals
Wednesday	July 21, 2021	Due Notice of Intent to Transfer & Letter of Agreement
Monday	July 26, 2021	Due Intergovernmental Transfers
Thursday	August 19, 2021	Payment

**Georgia Department of Community Health
Instructions for Physician UPL Intergovernmental Transfers**

Please note that separate instructions are provided for payments made by wire transfers or by ACH transfers.

- Intergovernmental transfer for Physician UPL payment is **due by 12 p.m. on Monday, July 26, 2021**. **NO EXCEPTIONS**
- Intergovernmental Transfers can only be accepted from hospital authorities or other governmental entities. Transfers cannot be accepted from participating providers.
- **Payments can only be made by wire transfer or ACH transfer; no checks will be accepted.**

- Payment made by wire transfer should be sent to:

Bank Routing Number: 021000021
SWIFT CODE: CHASUS33
General Bank Ref Address: JPM Chase New York, NY 10017
Account Number: 20000011129927
Account Name: Intergovernmental Transfers

Please include as “attached information” the name of the hospital affiliated with the hospital authority or governmental entity.

- Payment made by ACH transfer should be sent to:

Bank Routing Number: 028000024
Account Number: 20000011129927
Account Name: Intergovernmental Transfers

Please include as “attached information” the name of the hospital affiliated with the hospital authority or governmental entity.

- Questions regarding *transfer procedures* should be directed to Mr. Ravenel Dyson, Revenue Manager, by e-mail at Ravenel.dyson@dch.ga.gov .

**Georgia Department of Community Health
FY18-FY20 Physician UPL - Notice of Intent to Transfer Form**

Notice of Intent to Transfer form for Physician UPL payment is **due by Wednesday, July 21, 2021**. Intergovernmental transfer for Physician UPL payment is **due no later than 12 p.m. on Monday, July 26, 2021**.

Name of Governmental Unit Making IGT: _____

(IGT can only be accepted from hospital authorities or other governmental entities.)

Name of affiliated hospital	IGT amount
1.	
2.	
3.	
Total IGT amount due	

Expected method of transfer (select one):

EFT _____ ACH _____

Designated contact if additional information is needed:

Name _____

Title / Organization _____

E-mail address _____

Telephone number _____

Return completed form by e-mail to DCH.Supplemental@dch.ga.gov

**PHYSICIAN UPPER PAYMENT LIMIT PROGRAM
LETTER OF AGREEMENT
FY2018 – FY2020**

By signing this Letter of Agreement, the Governmental Entity understands, acknowledges, and agrees to participate in the financing of the Physician Upper Payment Limit Program.

1. The Governmental Entity has reviewed the Federal regulations governing Intergovernmental Transfers (hereinafter, "IGT") and the Physician Upper Payment Limit Program. In participating in the financing of the Physician Upper Payment Limit Program, the Governmental Entity agrees to the following:
 - a. The Governmental Entity understands and agrees that it shall fully comply with all the Federal regulations.
 - b. The Governmental Entity understands and agrees that it has the sole responsibility to research, interpret, understand, and remain current on any changes or modifications to applicable Rules or laws, Federal or State, regarding Intergovernmental Transfers and the Physician Upper Payment Limit Program.
 - c. The Governmental Entity agrees to provide the IGT's necessary to make payments on behalf of the practice and public hospital with which it is affiliated.
 - d. An IGT cannot be accepted from the physician practice unless it is a unit of government.
 - e. The physician practice must retain the full amount of the Medicaid payment. The Governmental Entity cannot require the physician practice to reimburse the IGT amount to the Governmental Entity making the payment.
2. The Parties understand and agree that this Letter of Agreement may terminate or be terminated by DCH for any of the following reasons:
 - a. Default by the Governmental Entity, upon thirty (30) calendar days written notice;
 - b. Convenience of DCH, upon thirty (30) calendar days written notice;
 - c. Immediately, in the event of the Governmental Entity's breach, insolvency or declaration of bankruptcy; or,
 - d. Immediately, when sufficient appropriated funds no longer exist for the payment of DCH's obligation under this Letter of Agreement.
3. The Governmental Entity hereby releases and agrees to indemnify and hold harmless DCH, the State of Georgia and its departments, agencies and instrumentalities (including the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, The State Employee Broad Form Liability Funds, the State Insurance and Hazard Reserve Fund, and other self-insured funds, all such funds hereinafter collectively referred to as the "Funds") from and against any and all claims, demands, liabilities, losses, costs or expenses, and attorneys' fees, caused by, growing out of, or arising from this Letter of Agreement, due to any act or omission on the part of the Governmental Entity, its agents, employees, customers, invitees, licensees or others working at the direction of the Governmental Entity or on its behalf, or due to any breach of this Letter of Agreement by the Governmental Entity, or due to the application or violation of any

pertinent federal, state or local law, rule or regulation. This indemnification extends to the successors and assigns of the Governmental Entity, and this indemnification survives the termination of this Letter of Agreement and the dissolution or, to the extent allowed by the law, the bankruptcy of the Governmental Entity.

4. Any dispute concerning a question of fact or obligation related to or arising from this Letter of Agreement that is not disposed of by mutual agreement shall be decided by the Contract Administrator who shall reduce his or her decision to writing and mail or otherwise furnish a copy to the Governmental Entity. The written decision of the Contract Administrator shall be final and conclusive, unless the Governmental Entity mails or otherwise furnishes a written appeal to the Commissioner of DCH within ten (10) calendar days from the date of receipt of such decision. The decision of the Commissioner or his duly authorized representative for the determination of such appeal shall be final and conclusive. Pending a final decision of a dispute hereunder, the Governmental Entity shall proceed diligently with the performance of the Letter of Agreement.
5. The Governmental Entity and the Department agree that in the event of a disagreement regarding, arising out of, or related to Letter of Agreement language interpretation, the Department's interpretation of the Letter of Agreement language in dispute shall control and govern. The Department's interpretation of the Letter of Agreement language in dispute shall not be subject to appeal under any circumstance.
6. The Governmental Entity agrees to assist and cooperate with the Department in any and all matters and activities related to or arising out of any audit or review, whether Federal, private, or internal in nature, at no cost to the Department.
 - a. The Parties also agree that the Governmental Entity shall be solely responsible for any costs it incurs for any audit related inquiries or matters; and,
 - a. The Governmental Entity may not charge or collect any fees or compensation from DCH for any matter, activity, or inquiry related to, arising out of, or based on an audit or review.
7. No amendment, waiver, termination or discharge of this Letter of Agreement, or any of the terms or provisions hereof, shall be binding upon either Party unless confirmed in writing. Nothing in this Letter of Agreement may be modified or amended, except by writing executed by both Parties.
 - a. Additionally, Centers for Medicare and Medicaid Services (hereinafter "CMS") approval may be required before any such amendment is effective. DCH shall determine, in its sole discretion, when such CMS approval is required; and,
 - b. Any agreement of the Parties to amend, modify, eliminate or otherwise change any part of this Letter of Agreement shall not affect any other part of this Letter of Agreement. In such cases, the remainder of this Letter of Agreement shall continue to be of full force and effect as set out herein.

8. The Governmental Entity shall not assign this Letter of Agreement, in whole or in part, without the prior written consent of DCH, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.
9. Any section, subsection, paragraph, term, condition, provision, or other part of this Letter of Agreement that is judged, held, found or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Letter of Agreement, and the remainder of this Letter of Agreement shall continue to be of full force and effect as set out herein.
10. This Letter of Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements, understandings, or Letter of Agreements. No written or oral agreements, representatives, statements, negotiations, understandings, or discussions that are not set out, referenced, or specifically incorporated in this Letter of Agreement shall in any way be binding or of effective between the Parties.
11. The Parties also agree that all of the conditions, requirements, and obligations set forth in this Letter of Agreement will apply to any subsequent owner or shareholder of the Governmental Entity without exception or limitation.

- SIGNATURES –

IN WITNESS WHEREOF, the Governmental Entity states and affirms that its representative is duly authorized to bind it to this Letter of Agreement as this the _____ day of _____, 2021.

Governmental Entity Name

Physician Group Name (list one)

Signatory's Name

Signatory's Title

Signature

Signatory's E-mail Address

Signatory's Phone Number

Date