

LIP Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the 26th day of September 2017, by and between **Manatee County** (the "County") on behalf of **Manatee Memorial Hospital**, 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, for care provided to a patient whose family income for the twelve (12) months preceding the determination is less than or equal to two-hundred (200) percent of the federal poverty level, unless the amount of hospital charges due from the patient exceeds twenty-five (25) percent of the annual family income. However, in no case shall the hospital charges for a patient whose family income exceeds four times the federal poverty level for a family of four be considered charity.

"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.

"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 County and the Agency agree that the County will remit IGT funds to the Agency in an amount not to exceed the total of **\$3,426,586**.
 - a. The 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 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:
 - 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.

2. The County will return the signed LOA to the Agency no later than October 1, 2017.
3. The County will pay IGT funds to the Agency in an amount not to exceed the total of **\$3,426,586**. The County 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.
 - b. The Agency will bill the County when payment is due.
4. The County 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 County 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 County 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 County agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
 - b. Retention of Records
 - i. The County 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 County agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the County which are relevant to this LOA.

d. Assignment and Subcontracts

- i. The 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. The 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 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 County agrees the following provision shall be included in any agreements between the 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, 2017 through June 30, 2018 and shall be terminated June 30, 2018.
 9. This LOA may only be amended upon written agreement signed by both parties.
 10. 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	\$3,426,586
Total Funding	\$3,426,586

WITNESSETH:

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

MANATEE COUNTY

SIGNED BY: Cheri R. Coyle
NAME: Cheri R. Coyle
TITLE: Director, Neighborhood SERVICES
DATE: 9/28/17

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION

SIGNED BY: Justin M. Senior
NAME: Justin M. Senior
TITLE: Secretary
DATE: 11/13/17



RICK SCOTT
GOVERNOR

JUSTIN M. SENIOR
SECRETARY

ROUTING & REVIEW SUMMARY SHEET

Prepared on behalf of: Tanisha Feehrer,
Regulatory Analyst Supervisor DSH/LIP
Medicaid Program Finance

(Initials)

By: Beverly DiPiero

Date Prepared: 11/1/17

Contact Phone: 412-4130

TO BE REVIEWED BY:

Justin M. Senior, Secretary

Secretary's Office

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 Beverly DiPiero, Medicaid Program Finance, at the completion of all routing/reviews. Thank you.*

THIS IS: LIP Letter of Agreement for Manatee Memorial Hospital



LIP Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the 26th day of September 2017, by and between **Manatee County** (the "County") on behalf of **Blake Medical Center**, 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, for care provided to a patient whose family income for the twelve (12) months preceding the determination is less than or equal to two-hundred (200) percent of the federal poverty level, unless the amount of hospital charges due from the patient exceeds twenty-five (25) percent of the annual family income. However, in no case shall the hospital charges for a patient whose family income exceeds four times the federal poverty level for a family of four be considered charity.

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"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 County and the Agency agree that the County will remit IGT funds to the Agency in an amount not to exceed the total of **\$280,732**.
 - a. The 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 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:
 - 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.

2. The County will return the signed LOA to the Agency no later than October 1, 2017.
3. The County will pay IGT funds to the Agency in an amount not to exceed the total of **\$280,732**. The County 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.
 - b. The Agency will bill the County when payment is due.
4. The County and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA.
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 - i. The County 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 County agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the County which are relevant to this LOA.
- d. Assignment and Subcontracts
 - i. The 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. The 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 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 County agrees the following provision shall be included in any agreements between the 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."
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- 9. This LOA may only be amended upon written agreement signed by both parties.
- 10. 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	\$280,732
Total Funding	\$280,732

WITNESSETH:

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

MANATEE COUNTY

SIGNED BY: Cheri R. Coryea
NAME: Cheri R. Coryea
TITLE: Director, Neighborhood Services
DATE: 9/20/17

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION

SIGNED BY: J.M.S.
NAME: Justin M. Senior
TITLE: Secretary
DATE: 11/13/17



RICK SCOTT
GOVERNOR

JUSTIN M. SENIOR
SECRETARY

ROUTING & REVIEW SUMMARY SHEET

Prepared on behalf of: Tanisha Feehrer,
Regulatory Analyst Supervisor DSH/LIP
Medicaid Program Finance



(Initials)

By: Beverly DiPiero

Date Prepared: 11/1/17

Contact Phone: 412-4130

TO BE REVIEWED BY:


Justin M. Senior, Secretary

Secretary's Office


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 Beverly DiPiero, Medicaid Program Finance, at the completion of all routing/reviews. Thank you.*

THIS IS: LIP Letter of Agreement for Blake Medical Center



LIP Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the 26th day of September 2017, by and between **Manatee County Board of County Commissioners** (the "**Board**") on behalf of **Manatee County Rural Health Services**, 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.

RECEIVED

DEFINITIONS

OCT 02 2017

"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, for care provided to a patient whose family income for the twelve (12) months preceding the determination is less than or equal to two-hundred (200) percent of the federal poverty level, unless the amount of hospital charges due from the patient exceeds twenty-five (25) percent of the annual family income. However, in no case shall the hospital charges for a patient whose family income exceeds four times the federal poverty level for a family of four be considered charity.

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"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 Board and the Agency agree that the Board will remit IGT funds to the Agency in an amount not to exceed the total of **\$1,419,268**.
 - a. The Board 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 Board 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.

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LIP Local Intergovernmental Transfers (IGTs)	
Program / Amount	State Fiscal Year 2017-2018
LIP Program	\$1,419,268
Total Funding	\$1,419,268

WITNESSETH:

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

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNED BY: Cheri R. Curyea
 NAME: Cheri R. Curyea
 TITLE: Director, Neighborhood Services
 DATE: 9/20/17

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION

SIGNED BY: J. M. Senior
 NAME: Justin M. Senior
 TITLE: Secretary
 DATE: 2-9-18



RICK SCOTT
GOVERNOR

JUSTIN M. SENIOR
SECRETARY

ROUTING & REVIEW SUMMARY SHEET

Prepared on behalf of: Tanisha Fehrer,
Regulatory Analyst Supervisor DSH/LIP
Medicaid Program Finance

TAF
(Initials)

By: Beverly DiPiero

Date Prepared: 1/26/18

Contact Phone: 412-4130

TO BE REVIEWED BY:

JMS
Justin M. Senior, Secretary

Secretary's Office

2-9-18
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 Beverly DiPiero, Medicaid Program Finance, at the completion of all routing/reviews. Thank you.*

THIS IS: LIP Letter of Agreement for Manatee County Rural Health Services



Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - September 26, 2017

REVISED September 26, 2017 - Regular Meeting
Agenda Item #37

**Approved in Open Session 9/26/17,
Manatee County
Board of County Commissioners**

Subject

Low Income Pool Agreements

Briefings

None

Contact and/or Presenter Information

Joshua T. Barnett, Health Care Services Manager
ext 3978

Cheri Coryea, Neighborhood Services Department Director ext 3568

Action Requested

1. Approval of Low Income Pool (LIP) funds and the associated Letter of Agreement (LOA) with the Florida Agency of Health Care Administration (AHCA) for Manatee Memorial Hospital (\$3,426,586), Blake Hospital (\$280,732), and Manatee County Rural Health Services (\$1,419,268) and authorization for \$200,000 to be used for results based contracting with each provider for a total approved budget amount of \$5,326,586.
2. Authorization for the Neighborhood Services Department Director, and or their designee, to sign AHCA Letters of Agreement.

Enabling/Regulating Authority

FLS 125

Senate Bill 2500

Background Discussion

Pending approval of the Board of County Commissioners (BCC) to provide Intergovernmental Transfer (IGT) dollars to Florida Agency of Health Care Administration (AHCA) for Low Income Pool (LIP) dollars for Federal Medicaid Match (1115 Medicaid Demonstration Waiver - Florida), the BCC may approve funds and sign associated Letters of Agreement (LOA) for two eligible hospitals (Manatee Memorial Hospital and Blake Hospital) and one federally qualified health center (Manatee County Rural Health Services). Each of these hospitals shall agree to use LIP funds for Eligible Manatee County Residents, utilize the Health Information Exchange, and utilize IGT funds in compliance with LIP Rules, including funds not to be utilized for "bad debts" or Medicaid or CHIP "shortfalls" or reimbursement gaps.

Staff have worked with the organizations and recommend Low Income Pool (LIP) funds in the following amounts for Manatee Memorial Hospital (\$3,426,586), Blake Hospital (\$280,732), and Manatee County Rural Health Services (\$1,419,268).

An additional \$200,000 for performance and results based agreements will be entered into by the organizations and the County separately to guarantee the Health Information Exchange (HIE) and health care results data.

The deadline for AHCA to receive the Letters of Agreement is October 1, 2017 and staff is seeking approval of the Neighborhood Services Department Director or their designee to sign and submit the Letters of Agreement once approved.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Upon approval Neighborhood Services Department Director will sign and submit Letters of Agreement to ACHA and provide a copy to the Clerk for recording.

Cost and Funds Source Account Number and Name

\$5,326,586 (0010015403, 0010015411, 0010950022)

Amount and Frequency of Recurring Costs

One Time

Attachment: [FINAL LIP AGREEMENTS FY 2018 \(3\).pdf](#)

Attachment: [Manatee County Board of County Commissioners Manatee County RHS LIP LOApdf](#)

Attachment: [Manatee County Blake Medical Center LIP LOA SFY 1718.pdf](#)

Attachment: [Manatee County Manatee Memorial Hospital LIP LOA SFY 1718.pdf](#)

MEMORANDUM



To: Ed Hunzeker, County Administrator
From: Diane Vollmer, Agenda Coordinator
Date: September 25, 2017
Subject: **Agenda Update for Meeting of September 26, 2017**

THIS MEMO AND THE CHANGES INDICATED BELOW ARE REFLECTED IN THE ELECTRONIC AGENDA (E-AGENDA)

CHANGES TO REGULAR AGENDA

PUBLIC WORKS

33. **Fort Hamer Extension Interlocal Agreement** – The agenda item was updated to include the Interlocal Agreement.

ADDITIONS TO REGULAR AGENDA

NEIGHBORHOOD SERVICES

37. **Low Income Pool Agreements** – Request for:
1. Approval of Low Income Pool (LIP) funds and the associated Letter of Agreement (LOA) with the Florida Agency of Health Care Administration (AHCA) for Manatee Memorial Hospital (\$3,426,586), Blake Hospital (\$280,732), and Manatee County Rural Health Services (\$1,419,268) and authorization for \$200,000 to be used for results based contracting with each provider for a total approved budget amount of \$5,326,586.
 2. Authorization for the Neighborhood Services Department Director, and or their designee, to sign AHCA Letters of Agreement.

Manatee County Government

Agenda

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Reviewer : View Agenda Item

Agenda

ADD-ON AGENDA ITEMS

Category

F. REGULAR

Sub-Category

Neighborhood Services

Subject

Low Income Pool Agreements

Briefings

None

Contact and/or Presenter Information

Joshua T. Barnett, Health Care Services Manager
ext 3978

Cheri Coryea, Neighborhood Services Department Director ext 3568

Action Requested

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Enabling/Regulating Authority

FLS 125

Senate Bill 2500

Background Discussion

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Staff have worked with the organizations and recommend Low Income Pool (LIP) funds in the following amounts for

Manatee Memorial Hospital (\$3,426,586), Blake Hospital (\$280,732), and Manatee County Rural Health Services (\$1,419,268).

An additional \$200,000 for performance and results based agreements will be entered into by the organizations and the County separately to guarantee the Health Information Exchange (HIE) and health care results data.

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County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Upon approval Neighborhood Services Department Director will sign and submit Letters of Agreement to ACHA and provide a copy to the Clerk for recording.

Cost and Funds Source Account Number and Name

\$5,326,586 (0010015403, 0010015411, 0010950022)

Amount and Frequency of Recurring Costs

One Time

Attachments: (list)



FINAL LIP AGREEMENTS FY 2018 (3).pdf



Manatee County Board of County Commissioners Manatee County RHS LIP LOApdf



Manatee County Blake Medical Center LIP LOA SFY 1718.pdf



Manatee County Manatee Memorial Hospital LIP LOA SFY 1718.pdf

Close

Request Revision

Mark as Reviewed

Diane Vollmer - (Agenda Coordinator)
Role : Reviewer

Change Role

| log out

Version: 1.2.1.3 - 1.2.7.5

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PROPOSED LIP AGREEMENT CONTRIBUTIONS

FY 2018

TOTAL FUNDING AVAILABILITY	=	\$5,326,586	Tentative BOCC LIP Budget
HEALTH CARE BUDGET	=	\$3,526,586	MMH
POOL TRANSFER PER BOCC	=	\$1,800,000	MCRHS + BLAKE

MANATEE MEMORIAL LIP AVAILABLE FUNDING =	\$3,526,586
RESULTS FIRST HOLDBACK =	\$100,000
LIP CONTRIBUTION =	\$3,426,586
<i>AVAILABLE POOL TRANSFER PER BOCC =</i>	<i>\$1,800,000</i>
MANATEE RURAL HEALTH SERVICES =	\$1,469,268
RESULTS FIRST HOLDBACK =	\$50,000
LIP CONTRIBUTION =	\$1,419,268
BLAKE HOSPITAL AVAILABLE FUNDING =	\$330,732
RESULTS FIRST HOLDBACK =	\$50,000
LIP FUNDING AMOUNT =	\$280,732
TOTAL RESULTS FIRST HOLDBACK	\$200,000
TOTAL <u>SENT</u> TO AHCA FOR IGT =	\$5,126,586

RESULTS FIRST HOLDBACK PAYMENT METHODOLOGY = 1/12 Holdback Payments upon the Following:

Each Agency shall earn the initial minimum 50% of total Holdback for:

1. Results First Goal Development
2. Finalizing Results First Goals
3. Timely and Accurate Submission of Monthly Results First Data
4. Baseline and Results First Target Development (Month 6)

Each Agency shall earn a minimum of 85% each month for achievement of Results First for remaining 6 months for:

1. Timely and Accurate Data Submission

2. Achievements of Results First Targets

Total earning Potential is 100% of the holdback.

1/12 Results First Performance Holdback Payment Schedule (Chart)

Results First Holdback	Oct 17	Nov 17	Dec 17	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18	Jul 18	Aug 18	Sept 18
Results First Goal Development	Blue	Blue				Blue						
Results First Goals Finalized		Blue				Blue						
Baseline Achieved						Blue						Blue
Results First Reimbursement							Blue	Blue	Blue	Blue	Blue	Blue

1/12 Results First Performance Holdback Payment Schedule (Narrative)

October (30 Days)

Each agency shall earn 100% of holdback for Results First (Outcomes) Development with County

November (30 Days)

Each agency shall earn 100% of holdback for Results First Development and Finalized Goals

December - March (120 Days)

Each agency shall earn 100% of holdback for Timely and Accurate submission of Data

April – September (180 Days)

Each agency shall earn a minimum of 85% of monthly holdback payment for Results First Achievements

LIP Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the 26^h day of September 2017, by and between **Manatee County** (the “County”) on behalf of **Blake Medical Center**, 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, for care provided to a patient whose family income for the twelve (12) months preceding the determination is less than or equal to two-hundred (200) percent of the federal poverty level, unless the amount of hospital charges due from the patient exceeds twenty-five (25) percent of the annual family income. However, in no case shall the hospital charges for a patient whose family income exceeds four times the federal poverty level for a family of four be considered charity.

“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.

“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 County and the Agency agree that the County will remit IGT funds to the Agency in an amount not to exceed the total of **\$280,732**.
 - a. The 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 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:
 - 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.

2. The County will return the signed LOA to the Agency no later than October 1, 2017.
3. The County will pay IGT funds to the Agency in an amount not to exceed the total of **\$280,732**. The County 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.
 - b. The Agency will bill the County when payment is due.
4. The County 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 County 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 County 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 County agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
 - b. Retention of Records
 - i. The County 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 County agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the County which are relevant to this LOA.
- d. Assignment and Subcontracts
 - i. The 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. The 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 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 County agrees the following provision shall be included in any agreements between the 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, 2017 through June 30, 2018 and shall be terminated June 30, 2018.
- 9. This LOA may only be amended upon written agreement signed by both parties.
- 10. 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	\$280,732
Total Funding	\$280,732

WITNESSETH:

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

MANATEE COUNTY

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

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____

LIP Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the 26^h day of September 2017, by and between **Manatee County** (the “County”) on behalf of **Blake Medical Center**, 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, for care provided to a patient whose family income for the twelve (12) months preceding the determination is less than or equal to two-hundred (200) percent of the federal poverty level, unless the amount of hospital charges due from the patient exceeds twenty-five (25) percent of the annual family income. However, in no case shall the hospital charges for a patient whose family income exceeds four times the federal poverty level for a family of four be considered charity.

“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.

“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 County and the Agency agree that the County will remit IGT funds to the Agency in an amount not to exceed the total of **\$280,732**.
 - a. The 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 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:
 - 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.

2. The County will return the signed LOA to the Agency no later than October 1, 2017.
3. The County will pay IGT funds to the Agency in an amount not to exceed the total of **\$280,732**. The County 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.
 - b. The Agency will bill the County when payment is due.
4. The County 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 County 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 County 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 County agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
 - b. Retention of Records
 - i. The County 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 County agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the County which are relevant to this LOA.
- d. Assignment and Subcontracts
 - i. The 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. The 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 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 County agrees the following provision shall be included in any agreements between the 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."
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- 9. This LOA may only be amended upon written agreement signed by both parties.
- 10. 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	\$280,732
Total Funding	\$280,732

WITNESSETH:

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

MANATEE COUNTY

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

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____

LIP Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the 26th day of September 2017, by and between **Manatee County** (the “County”) on behalf of **Manatee Memorial Hospital**, 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, for care provided to a patient whose family income for the twelve (12) months preceding the determination is less than or equal to two-hundred (200) percent of the federal poverty level, unless the amount of hospital charges due from the patient exceeds twenty-five (25) percent of the annual family income. However, in no case shall the hospital charges for a patient whose family income exceeds four times the federal poverty level for a family of four be considered charity.

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“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 County and the Agency agree that the County will remit IGT funds to the Agency in an amount not to exceed the total of **\$3,426,586**.
 - a. The 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 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:
 - 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.

2. The County will return the signed LOA to the Agency no later than October 1, 2017.
3. The County will pay IGT funds to the Agency in an amount not to exceed the total of **\$3,426,586**. The County will transfer payments to the Agency in the following manner:
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LIP Local Intergovernmental Transfers (IGTs)	
Program / Amount	State Fiscal Year 2017-2018
LIP Program	\$3,426,586
Total Funding	\$3,426,586

WITNESSETH:

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

MANATEE COUNTY

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

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____

PROPOSED LIP AGREEMENT CONTRIBUTIONS

FY 2018

TOTAL FUNDING AVAILABILITY	=	\$5,326,586	Tentative BOCC LIP Budget
HEALTH CARE BUDGET	=	\$3,526,586	MMH
POOL TRANSFER PER BOCC	=	\$1,800,000	MCRHS + BLAKE

MANATEE MEMORIAL LIP AVAILABLE FUNDING =	\$3,526,586
RESULTS FIRST HOLDBACK =	\$100,000
LIP CONTRIBUTION =	\$3,426,586
AVAILABLE POOL TRANSFER PER BOCC =	\$1,800,000
MANATEE RURAL HEALTH SERVICES =	\$1,469,268
RESULTS FIRST HOLDBACK =	\$50,000
LIP CONTRIBUTION =	\$1,419,268
BLAKE HOSPITAL AVAILABLE FUNDING =	\$330,732
RESULTS FIRST HOLDBACK =	\$50,000
LIP FUNDING AMOUNT =	\$280,732
TOTAL RESULTS FIRST HOLDBACK	\$200,000
TOTAL <u>SENT TO AHCA</u> FOR IGT =	\$5,126,586

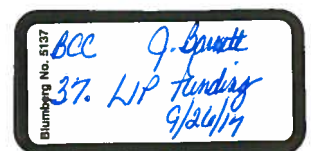
RESULTS FIRST HOLDBACK PAYMENT METHODOLOGY = 1/12 Holdback Payments upon the Following:

Each Agency shall earn the initial minimum 50% of total Holdback for:

1. Results First Goal Development
2. Finalizing Results First Goals
3. Timely and Accurate Submission of Monthly Results First Data
4. Baseline and Results First Target Development (Month 6)

Each Agency shall earn a minimum of 85% each month for achievement of Results First for remaining 6 months for:

1. Timely and Accurate Data Submission



2. Achievements of Results First Targets

Total earning Potential is 100% of the holdback.

1/12 Results First Performance Holdback Payment Schedule (Chart)

Results First Holdback	Oct 17	Nov 17	Dec 17	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18	Jul 18	Aug 18	Sept 18
Results First Goal Development	■	■				■						
Results First Goals Finalized		■				■						
Baseline Achieved						■						■
Results First Reimbursement							■	■	■	■	■	■

1/12 Results First Performance Holdback Payment Schedule (Narrative)

October (30 Days)

Each agency shall earn 100% of holdback for Results First (Outcomes) Development with County

November (30 Days)

Each agency shall earn 100% of holdback for Results First Development and Finalized Goals

December - March (120 Days)

Each agency shall earn 100% of holdback for Timely and Accurate submission of Data

April – September (180 Days)

Each agency shall earn a minimum of 85% of monthly holdback payment for Results First Achievements