

RESOLUTION R-26-128

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING PUBLIC HEALTH AND SAFETY; PROVIDING FOR FINDINGS; AUTHORIZING THE PUBLIC SAFETY DEPARTMENT TO PARTICIPATE IN INTERGOVERNMENTAL TRANSFER PROGRAMS WITH THE STATE OF FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION; APPROVING THE FORM AGREEMENT FOR THE INTERGOVERNMENTAL TRANSFER PROGRAM; DESIGNATING THE AUTHORITY FOR THE DIRECTOR OF THE PUBLIC SAFETY DEPARTMENT TO EXECUTE FORM AGREEMENT(S) AND OTHER DOCUMENTS NECESSARY TO PARTICIPATE IN THE PROGRAMS; PROVIDING FOR REPORTING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Constitution and Section 125.01, Florida Statutes, authorizes the County to exercise home rule powers for the health, safety, and welfare of the general public; and

WHEREAS, Section 409.908, Florida Statutes, authorizes the establishment of a Statewide Medicaid Residency Program to improve the quality of care and access to care for Medicaid recipients, expand graduate medical education on an equitable basis, and increase the supply of highly trained physicians statewide; and

WHEREAS, Section 409.909, Florida Statutes, authorizes the establishment of a low-income pool to support enhanced access to services by offsetting shortfalls in Medicaid reimbursement or paying for otherwise uncompensated care; and

WHEREAS, the State of Florida's Agency for Health Care Administration ("AHCA") created the Low Income Pool ("LIP") and Graduate Medical Education Statewide Medicaid Residency ("GME") Programs ("Programs"); and

WHEREAS, LIP ensures the continued governmental support for safety net providers that furnish uncompensated charity care to Medicaid recipients and uninsured or underinsured populations; and

WHEREAS, LIP provides funding to eligible hospitals, behavioral health providers, medical school physician practices, and federally qualified health centers/rural health clinics ("Providers"); and

WHEREAS, GME provides funding to qualified participating hospitals involved in graduate medical education; and

WHEREAS, House Bill 5001E, the General Appropriations Act of State Fiscal Year 2026-2027 was passed by the 2026 Florida Legislature authorizing the continuation of the Programs; and

WHEREAS, the Programs are funded through the use of intergovernmental transfers ("IGT") and matching funds; and

WHEREAS, Manatee County Public Safety Department desires to enter into Letters of Agreement to provide IGT funds to AHCA in support of local select eligible Providers; and

WHEREAS, the Public Safety Department is recommending approval of a not to exceed IGT amount of \$3,688,780 for the Programs; and

WHEREAS, by participating in the Programs and providing the funds therein, Manatee County can significantly increase the total funding for Providers participating in the Programs; and

WHEREAS, the Board of County Commissioners ("Board") desires the County, through its Public Safety Department, to participate in the Programs and finds that it is in the best interest of the health, safety, and welfare of the County to enter into Letters of Agreement with AHCA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, THAT:

SECTION 1. FINDINGS. The Board hereby makes the following findings:

1. The recitals set forth above are true and correct;
2. It is in the best interest of the County and furthers the public health, safety, and welfare of the County: (a) to participate in the IGT of funds under the Programs; (b) approve the forms of, and authorize the execution of, the form Letters of Agreement between Manatee County and AHCA.

SECTION 2. APPROVAL OF EXPENDITURE OF PROGRAM FUNDS. The Board hereby approves to expend the funds necessary to participate in the Program pursuant to the Letters of Agreement with AHCA, the amount of which does not exceed the amount budgeted by the Board for the IGT for the applicable fiscal year.

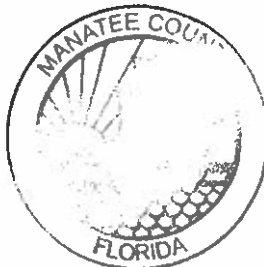
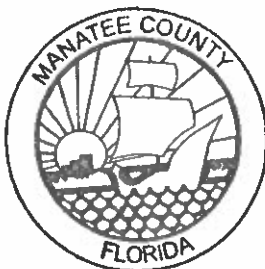
SECTION 3. APPROVAL OF FORM AGREEMENTS. The Board hereby approves the form Letters of Agreement, to be executed between the County and AHCA, substantially in the form attached hereto as Exhibit "A" pursuant to and in accordance with the Programs. The Director of Public Safety or designee is hereby authorized to execute such form agreements and other documents necessary pursuant to and in accordance with performance under the Programs.

SECTION 4. REPORTING. The Director of Public Safety shall annually provide a list to the Board of all agreements executed pursuant to Section 3, above.

SECTION 5. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED WITH A QUORUM PRESENT AND VOTING THIS THE 22nd DAY OF SEPTEMBER 2026.



**MANATEE COUNTY, FLORIDA
BOARD OF COUNTY
COMMISSIONERS**

By: _____

JL

Chairperson

**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: _____

Angeline Colonneso

Deputy Clerk

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT (“LOA”) is made and entered into in duplicate on the _____ day of _____ 2026, by and between **Manatee County** (the “IGT Provider”) on behalf of **Centerstone**, 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

“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.

“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 the 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.

“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 2026-2027, passed by the 2026 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$226,250.00**.
 - a. The IGT Provider 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 IGT Provider and the State of Florida at large.

2. The IGT Provider must return the signed LOA to the Agency no later than October 1, 2026.
3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$226,250.00**. The IGT Provider will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2026 through June 2027 are due to the Agency no later than October 31, 2026, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the IGT Provider when payment is due.
4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA in accordance with public records laws and established retention schedules.
 - a. AUDITS AND RECORDS
 - i. IGT Provider 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. IGT Provider 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. IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
 - b. RETENTION OF RECORDS
 - i. The IGT Provider 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. IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.

d. ASSIGNMENT AND SUBCONTRACTS

- i. The IGT Provider 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 IGT Provider 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. IGT Provider 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 supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
7. IGT Provider agrees the following provision shall be included in any agreements between IGT Provider 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 and used secondarily for other purposes.
8. This LOA covers the period of July 1, 2026, through June 30, 2027, and shall be terminated September 30, 2027, which includes the states certified forward period.
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	
Program / Amount	State Fiscal Year 2026-2027
Estimated IGTs	\$226,250.00
Total Funding Not to Exceed	\$226,250.00

WITNESSETH:

IN WITNESS WHEREOF, the parties have caused this 4-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: Stephanie Scanlon

TITLE: ADS for Medicaid Finance and Analytics

DATE: _____

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT (“LOA”) is made and entered into in duplicate on the _____ day of _____ 2026, by and between **Manatee County BOCC** the “IGT Provider”) on behalf of **MCR 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

“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.

“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 the 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.

“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 2026-2027, passed by the 2026 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$2,036,290.00**.
 - a. The IGT Provider 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 IGT Provider and the State of Florida at large.

2. The IGT Provider must return the signed LOA to the Agency no later than October 1, 2026.
3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$2,036,290.00**. The IGT Provider will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2026 through June 2027 are due to the Agency no later than October 31, 2026, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the IGT Provider when payment is due.
4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA in accordance with public records laws and established retention schedules.
 - a. AUDITS AND RECORDS
 - i. The IGT Provider 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 IGT Provider 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 IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
 - b. RETENTION OF RECORDS
 - i. The IGT Provider 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 IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.

d. ASSIGNMENT AND SUBCONTRACTS

- i. The IGT Provider 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 IGT Provider 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 IGT Provider 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 supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
 7. The IGT Provider agrees the following provision shall be included in any agreements between the IGT Provider 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 and used secondarily for other purposes.
 8. This LOA covers the period of July 1, 2026, through June 30, 2027, and shall be terminated September 30, 2027, which includes the states certified forward period.
 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.
 10. The IGT Provider agrees to indemnify and hold harmless the Agency against any and all liability related to a finding by CMS or the federal government that the IGT transfer, or source of funds transferred, did not comply with the Medicaid state plan, Title XIX of the Social Security Act, or any state or federal regulations or policies implementing Title XIX of the Social Security Act, including but not limited to Section 1903(w) of the Social Security Act; 42 C.F.R. Part 433, subpart B; and Centers for Medicare & Medicaid Services' ("CMS") State Medicaid Director Letter #14-004 (May 9, 2014). This indemnification would extend to any completed, actual, pending, or threatened action, suit, claim, or proceeding brought by CMS or the federal government based upon a demand or disallowance of any amount, including amounts relating to supplemental payments. The IGT Provider shall timely reimburse the Agency's reasonable legal fees and costs with respect to any proceeding related to whether the IGT transfer, or source of funds

transferred, violated the Medicaid state plan, Title XIX of the Social Security Act, or any state or federal regulations or policies implementing Title XIX of the Social Security Act. The IGT Provider will also be liable and financially responsible in the event that a demand or disallowance of any amount is found to be due and owing on this basis.

LIP Local Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2026-2027
Estimated IGTs	\$2,036,290.00
Total Funding Not to Exceed	\$2,036,290.00

WITNESSETH:

IN WITNESS WHEREOF, the parties have caused this 4-page Letter of Agreement to be executed by their undersigned officials as duly authorized.

**MANATEE COUNTY BOARD OF
COUNTY COMMISSIONERS**

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

**SIGNED
BY:** _____

NAME: _____

TITLE:

DATE: _____

**SIGNED
BY:** _____

NAME: Stephanie Scanlon

TITLE: ADS for Medicaid Finance and
Analytics

DATE: _____

Graduate Medical Education Letter of Agreement

THIS LETTER OF AGREEMENT (“LOA”) is made and entered into in duplicate on the _____ day of _____ 2026, by and between **Manatee County Board of County Commissioners** (the “IGT Provider”) on behalf of **Centerstone**, 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

“Graduate Medical Education (GME)” is the term used for the Graduate Medical Education Startup Bonus Program, established to provide resources for the education and training of physicians in specialties that are in a statewide supply-and-demand deficit, as listed in the General Appropriations Act, Laws of Florida 2026-232.

“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. IGTs must be considered a bona fide donation pursuant to 42 CFR § 433.54.

“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 2026-2027, passed by the 2026 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$1,426,240.00**. The IGT Provider and the Agency have agreed that these IGT funds will only be used in accordance with § 409.909, Florida Statutes (2021).
2. The IGT Provider must return the signed LOA to the Agency no later than October 1, 2026.
3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$1,426,240.00**. The IGT Provider will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2026 through June 2027 are due to the Agency no later than October 31, 2026, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the IGT Provider when payment is due.

4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to the GME program covered by this LOA in accordance with public records laws and established retention schedules.

- a. AUDITS AND RECORDS

- i. The IGT Provider 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 IGT Provider 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 IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

- b. RETENTION OF RECORDS

- i. The IGT Provider 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 IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.

- d. ASSIGNMENT AND SUBCONTRACTS

- i. The IGT Provider 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 IGT Provider 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 IGT Provider 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 supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
7. The IGT Provider agrees the following provision shall be included in any agreements between IGT Provider 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 and used secondarily for other purposes."
8. This LOA covers the period of July 1, 2026, through June 30, 2027, and shall be terminated September 30, 2027, which includes the states certified forward period.
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.
10. The IGT Provider agrees to indemnify and hold harmless the Agency against any and all liability related to a finding by CMS or the federal government that the IGT transfer, or source of funds transferred, did not comply with the Medicaid state plan, Title XIX of the Social Security Act, or any state or federal regulations or policies implementing Title XIX of the Social Security Act, including but not limited to Section 1903(w) of the Social Security Act; 42 C.F.R. Part 433, subpart B; and Centers for Medicare & Medicaid Services' ("CMS") State Medicaid Director Letter #14-004 (May 9, 2014). This indemnification would extend to any completed, actual, pending, or threatened action, suit, claim, or proceeding brought by CMS or the federal government based upon a demand or disallowance of any amount, including amounts relating to supplemental payments. The IGT Provider shall timely reimburse the Agency's reasonable legal fees and costs with respect to any proceeding related to whether the IGT transfer, or source of funds transferred, violated the Medicaid state plan, Title XIX of the Social Security Act, or any state or federal regulations or policies implementing Title XIX of the Social Security Act. The IGT Provider will also be liable and financially responsible in the event that a demand or disallowance of any amount is found to be due and owing on this basis.

GME Local Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2026-2027
Estimated IGTs	\$1,426,240.00
Total Funding Not to Exceed	\$1,426,240.00

WITNESSETH:

IN WITNESS WHEREOF, the parties have caused this 4-page Letter of Agreement to be executed by their undersigned officials as duly authorized.

**MANATEE COUNTY BOARD OF
COUNTY COMMISSIONERS**

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

SIGNED
BY: _____

SIGNED
BY: _____

NAME: _____

NAME: Stephanie Scanlon

TITLE:

TITLE: ADS for Medicaid Finance and
Analytics

DATE: _____

DATE: _____

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT ("LOA") is made and entered into in duplicate on the _____ day of _____ 2026, by and between **Manatee County BOCC** the "IGT Provider") on behalf of **MCR 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

"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.

"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 the 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.

"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 2026-2027, passed by the 2026 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$2,036,290.00**.
 - a. The IGT Provider 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 IGT Provider and the State of Florida at large.

2. The IGT Provider must return the signed LOA to the Agency no later than October 1, 2026.
3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$2,036,290.00**. The IGT Provider will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2026 through June 2027 are due to the Agency no later than October 31, 2026, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the IGT Provider when payment is due.
4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA in accordance with public records laws and established retention schedules.
 - a. AUDITS AND RECORDS
 - i. The IGT Provider 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 IGT Provider 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 IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
 - b. RETENTION OF RECORDS
 - i. The IGT Provider 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 IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.

d. ASSIGNMENT AND SUBCONTRACTS

- i. The IGT Provider 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 IGT Provider 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 IGT Provider 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 supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
 7. The IGT Provider agrees the following provision shall be included in any agreements between the IGT Provider 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 and used secondarily for other purposes.
 8. This LOA covers the period of July 1, 2026, through June 30, 2027, and shall be terminated September 30, 2027, which includes the states certified forward period.
 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.
 10. The IGT Provider agrees to indemnify and hold harmless the Agency against any and all liability related to a finding by CMS or the federal government that the IGT transfer, or source of funds transferred, did not comply with the Medicaid state plan, Title XIX of the Social Security Act, or any state or federal regulations or policies implementing Title XIX of the Social Security Act, including but not limited to Section 1903(w) of the Social Security Act; 42 C.F.R. Part 433, subpart B; and Centers for Medicare & Medicaid Services' ("CMS") State Medicaid Director Letter #14-004 (May 9, 2014). This indemnification would extend to any completed, actual, pending, or threatened action, suit, claim, or proceeding brought by CMS or the federal government based upon a demand or disallowance of any amount, including amounts relating to supplemental payments. The IGT Provider shall timely reimburse the Agency's reasonable legal fees and costs with respect to any proceeding related to whether the IGT transfer, or source of funds

transferred, violated the Medicaid state plan, Title XIX of the Social Security Act, or any state or federal regulations or policies implementing Title XIX of the Social Security Act. The IGT Provider will also be liable and financially responsible in the event that a demand or disallowance of any amount is found to be due and owing on this basis.

LIP Local Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2026-2027
Estimated IGTs	\$2,036,290.00
Total Funding Not to Exceed	\$2,036,290.00

WITNESSETH:

IN WITNESS WHEREOF, the parties have caused this 4-page Letter of Agreement to be executed by their undersigned officials as duly authorized.

**MANATEE COUNTY BOARD OF
COUNTY COMMISSIONERS**

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

SIGNED
BY: Tue

SIGNED
BY: _____

NAME: TAL Siddique

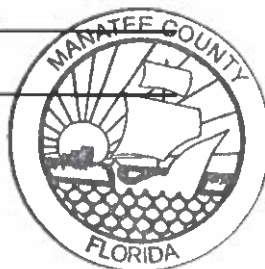
NAME: Stephanie Scanlon

TITLE: Chairman

TITLE: ADS for Medicaid Finance and Analytics

DATE: 9/22/26

DATE: _____



ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER
BY: Rubin T. [Signature]
DEPUTY CLERK

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT ("LOA") is made and entered into in duplicate on the _____ day of _____ 2026, by and between **Manatee County** (the "IGT Provider") on behalf of **Centerstone** , 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

"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.

"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 the 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.

"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 2026-2027, passed by the 2026 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$226,250.00**.
 - a. The IGT Provider 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 IGT Provider and the State of Florida at large.

2. The IGT Provider must return the signed LOA to the Agency no later than October 1, 2026.
3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$226,250.00**. The IGT Provider will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2026 through June 2027 are due to the Agency no later than October 31, 2026, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the IGT Provider when payment is due.
4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA in accordance with public records laws and established retention schedules.

a. AUDITS AND RECORDS

- i. IGT Provider 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. IGT Provider 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. IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

- i. The IGT Provider 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. IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.

d. ASSIGNMENT AND SUBCONTRACTS

- i. The IGT Provider 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 IGT Provider 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. IGT Provider 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 supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
 7. IGT Provider agrees the following provision shall be included in any agreements between IGT Provider 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 and used secondarily for other purposes.
 8. This LOA covers the period of July 1, 2026, through June 30, 2027, and shall be terminated September 30, 2027, which includes the states certified forward period.
 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	
Program / Amount	State Fiscal Year 2026-2027
Estimated IGTs	\$226,250.00
Total Funding Not to Exceed	\$226,250.00

WITNESSETH:

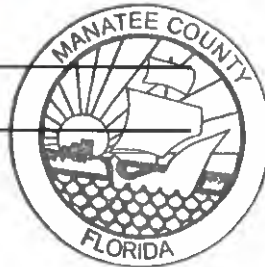
IN WITNESS WHEREOF, the parties have caused this 4-page Letter of Agreement to be executed by their undersigned officials as duly authorized.

MANATEE COUNTY

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

SIGNED
BY: TAL Siddique
NAME: TAL Siddique
TITLE: Chairman
DATE: 9/22/26

SIGNED
BY: _____
NAME: Stephanie Scanlon
TITLE: ADS for Medicaid Finance and Analytics
DATE: _____



**ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER**
BY: Kelvin T. Lopez
DEPUTY CLERK

Graduate Medical Education Letter of Agreement

THIS LETTER OF AGREEMENT ("LOA") is made and entered into in duplicate on the _____ day of _____ 2026, by and between **Manatee County Board of County Commissioners** (the "IGT Provider") on behalf of **Centerstone**, 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

"Graduate Medical Education (GME)" is the term used for the Graduate Medical Education Startup Bonus Program, established to provide resources for the education and training of physicians in specialties that are in a statewide supply-and-demand deficit, as listed in the General Appropriations Act, Laws of Florida 2026-232.

"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. IGTs must be considered a bona fide donation pursuant to 42 CFR § 433.54.

"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 2026-2027, passed by the 2026 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$1,426,240.00**. The IGT Provider and the Agency have agreed that these IGT funds will only be used in accordance with § 409.909, Florida Statutes (2021).
2. The IGT Provider must return the signed LOA to the Agency no later than October 1, 2026.
3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$1,426,240.00**. The IGT Provider will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2026 through June 2027 are due to the Agency no later than October 31, 2026, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the IGT Provider when payment is due.

4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to the GME program covered by this LOA in accordance with public records laws and established retention schedules.

- a. AUDITS AND RECORDS

- i. The IGT Provider 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 IGT Provider 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 IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

- b. RETENTION OF RECORDS

- i. The IGT Provider 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 IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.

- d. ASSIGNMENT AND SUBCONTRACTS

- i. The IGT Provider 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 IGT Provider 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 IGT Provider 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 supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
7. The IGT Provider agrees the following provision shall be included in any agreements between IGT Provider 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 and used secondarily for other purposes."
8. This LOA covers the period of July 1, 2026, through June 30, 2027, and shall be terminated September 30, 2027, which includes the states certified forward period.
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.
10. The IGT Provider agrees to indemnify and hold harmless the Agency against any and all liability related to a finding by CMS or the federal government that the IGT transfer, or source of funds transferred, did not comply with the Medicaid state plan, Title XIX of the Social Security Act, or any state or federal regulations or policies implementing Title XIX of the Social Security Act, including but not limited to Section 1903(w) of the Social Security Act; 42 C.F.R. Part 433, subpart B; and Centers for Medicare & Medicaid Services' ("CMS") State Medicaid Director Letter #14-004 (May 9, 2014). This indemnification would extend to any completed, actual, pending, or threatened action, suit, claim, or proceeding brought by CMS or the federal government based upon a demand or disallowance of any amount, including amounts relating to supplemental payments. The IGT Provider shall timely reimburse the Agency's reasonable legal fees and costs with respect to any proceeding related to whether the IGT transfer, or source of funds transferred, violated the Medicaid state plan, Title XIX of the Social Security Act, or any state or federal regulations or policies implementing Title XIX of the Social Security Act. The IGT Provider will also be liable and financially responsible in the event that a demand or disallowance of any amount is found to be due and owing on this basis.

GME Local Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2026-2027
Estimated IGTs	\$1,426,240.00
Total Funding Not to Exceed	\$1,426,240.00

WITNESSETH:

IN WITNESS WHEREOF, the parties have caused this 4-page Letter of Agreement to be executed by their undersigned officials as duly authorized.

**MANATEE COUNTY BOARD OF
COUNTY COMMISSIONERS**

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

SIGNED
BY: TML

SIGNED
BY: _____

NAME: TM L Solbique

NAME: Stephanie Scanlon

TITLE: Chairman

TITLE: ADS for Medicaid Finance and Analytics

DATE: 9/22/26

DATE: _____



**ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER**

BY: Karin T. T. T.
DEPUTY CLERK

SUBJECT

Adoption of Resolution R-26-128, Low Income Pool and Graduate Medical Education Program Funding - Thu Le, Health Information Services Manager – Countywide

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Thu Le, Health Information Services Manager x 8173
James Crutchfield, Deputy Director of Public Safety x1648

Action Requested

Adoption of Resolution R-26-128, authorizing the Public Safety Director to sign the Letters of Agreement (LOA) and other Documents required to participate in the Low Income Pool and Graduate Medical Education Programs.

Enabling/Regulating Authority

Florida Statutes, Section 125, County Government
Florida Statutes, Section 409.908, Reimbursement of Medicaid Providers
Florida Statutes, Section 409.909, Statewide Medicaid Residency Program
House Bill 5001E, the General Appropriations Act of State Fiscal Year 2026-2027
House Bill 5003E, implementing the 2026-2027 General Appropriations Act

Background Discussion

Annually, the Manatee County's Board of County Commissioners considers annual approval to provide Intergovernmental Transfers (IGT) to the Florida Agency of Health Care Administration (AHCA) for the Low Income Pool (LIP) Program. This program involves the Federal Medicaid Match (115 Medicaid Demonstration Waiver - Florida), benefiting eligible hospitals, behavioral health agencies, and federally qualified health centers. Once the approval is granted and the agreement(s) are finalized, participants are expected to adhere to all the stipulated requirements in the Letter of Agreement (LOA).

The Board also considers annual approval to provide IGT(s) to AHCA for the Graduate Medical Education (GME) Program. Upon approval and execution of the agreement(s), participants shall agree to comply with all requirements outlined in the LOA. Staff received AHCA's recommended LIP funding for Centerstone of Florida and MCR Health, and its recommended GME funding for Centerstone of Florida.

The LIP IGT amount required on behalf of MCR Health is **\$2,036,290.**
The LIP IGT amount required on behalf of Centerstone of Florida is **\$226,250.**
The GME IGT amount required on behalf of Centerstone of Florida is **\$1,426,240.**

See attached agenda update memo 9/17/26

The deadline for AHCA to receive the LOA(s) is October 1, 2026.

Staff is seeking approval of the LOA(s), IGT amounts, and Resolution R-26-128, authorizing the Public Safety Director to sign the LOA(s) and other documents required to participate in the programs.

Attorney Review

Not Reviewed (no apparent legal issues)

Other (if applicable)

Reviewing Attorney

N/A

Instructions to Board Records

Time-sensitive; please email a copy of the approved agenda item to thu.le@mymanatee.org and healthservices@mymanatee.org.

Fully executed copies will be forwarded to Board Records upon receipt from the State.

Distributed 9/24/26, RT

Cost and Funds Source Account Number and Name

\$3,688,780.00; Health Services 001.0007104, General Funds

Amount and Frequency of Recurring Costs

\$3,688,780.00; annual



September 22, 2026 - Regular Meeting

Subject

Updates to Agenda - September 17, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 9/17/26) for the meeting of September 22, 2026:

AWARDS/PRESENTATIONS/PROCLAMATIONS

Proclamations

Item 1, POW/MIA Recognition Month Day

- This agenda item was updated to reflect that it will be presented.

Item 3, Ovarian Cancer Awareness Month

- This agenda item was updated to reflect that it will not be presented.

GENERIC PUBLIC COMMENTS

- This agenda item was updated with additional comments.

CONSENT AGENDA

Clerk of Circuit Court

Item 5, Approval of the Clerk's Consent Agenda dated September 22, 2026.

- This agenda item was updated with the revised Clerk's Consent Calendar and Minutes for September 1, 2026.

Community and Veterans Services

Item 7, Adoption of Resolution R-26-124, authorizing Submission and Acceptance of the FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula Award for Manatee County Sheriff's Office Public Safety Needs, Dr. Renese M. Remy, Criminal Justice Policy Coordinator - Countywide

- This agenda item was updated to include the Certifications and Assurances by the Chief Executive of the Applicant Government.

Item 8, Adoption of Resolution R-26-125, amending the 2024–2027 Local Housing Assistance Plan to Add a Mobile/Manufactured Housing Strategy Required by Chapter 2026-173, Laws of Florida (SB 594), Deborah Ash, Housing and Community Development Coordinator

- This agenda item was updated with revised Resolution R-26-125, which deleted reference(s) to Exhibit E.

Item 10, Adoption of Resolution R-26-132 on behalf of the Housing Finance Authority of Manatee County (the "Authority"), approving the issuance within the meaning of Section 147(f) of the Internal Revenue Code of 1986, as amended, of the Authority's Multifamily Housing Revenue Bonds (Lotus Vyne Project), in the principal amount of not to exceed \$71,775,045 (the "Bonds"), Angela Abbott, Housing Finance Authority Attorney

- This agenda item was updated with revised Cover Sheet in strikethrough / underline format and Resolution R-26-132.

Property Management

Item 29, Adoption of Budget Amendment Resolution B-26-112; and Execution of Deed of Rural Lands Protection Easement for Mossy Island Ranch in Partnership with the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, Kara Koenig, Environmental Lands Program Section Manager - District 1

- This agenda item was updated with revised Deed of Rural Lands Protection Easement for Mossy Island Ranch.

Item 30, Adoption of Budget Amendment Resolution B-26-113; and Execution of Deed of Rural Lands Protection Easement for Thundercloud Ranch in Partnership with the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, Kara Koenig, Environmental Lands Program Section Manager - District 1

- This agenda item was updated with revised Deed of Rural Lands Protection Easement for Thundercloud Ranch.

Public Safety

Item 35, Adoption of Resolution R-26-123, authorizing the Public Safety Department to Participate in the Intergovernmental Transfer Program with the State of Florida Agency for Health Care Administration, Sean Dwyer, Chief of Emergency Medical Services – Countywide

- This agenda item was updated with finalized Resolution R-26-123 with Exhibit A, Form of Agreement Public Emergency Medical Transportation Letter of Agreement and Cover Sheet in strikethrough/underline format.

Item 36, Adoption of Resolution R-26-128, Low Income Pool and Graduate Medical Education Program Funding - Thu Le, Health Information Services Manager – Countywide

- This agenda item was updated to revise the Cover Sheet in strikethrough / underline format; and add Resolution R-26-128, Low Income Pool Letter of Agreements for MCR Health and Centerstone, and Graduate Medical Education Letter of Agreement for Centerstone.

ADVERTISED PUBLIC HEARINGS - LEGISLATIVE

Presentations Scheduled

Item 45, Adoption of Ordinance 26-36, regulating Simulated Gambling Devices and Memorandum of Understanding (MOU), Tom Wooten, Code Enforcement Chief - Countywide

- This agenda item was updated to change the presenter from Tom Wooten, Code Enforcement Chief, to Stephanie Charles, Development Services Deputy Director.

Item 46, Adoption of Ordinance 26-42, Data Center Moratorium - PLN2609-0022 - Legislative - Jay Stearman, Planner I - Countywide

An Ordinance Manatee County, Florida establishing a temporary moratorium on the submission and acceptance of applications for building permits, site plans, development orders, development agreements, special permit uses, rezonings, and comprehensive plan amendments related to data centers, large-scale data centers and other large load customers within unincorporated Manatee County; providing for authority; legislative findings of fact; temporary moratorium imposed; duration of temporary moratorium; providing for severability; and an effective date.

- This agenda item was updated with the Affidavit of Publishing, Revised Ordinance 26-42 and public comments.

REGULAR

Property Management

Item 49, Execution of License Agreement with Sema Construction, Inc., Concerning a Portion of the County Property located in Cortez, Florida 34215, Peter Morrow, Property Acquisition Division Manager - District 3

- This agenda item was deferred to October 6, 2026.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

RESOLUTION R-26-128

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING PUBLIC HEALTH AND SAFETY; PROVIDING FOR FINDINGS; AUTHORIZING THE PUBLIC SAFETY DEPARTMENT TO PARTICIPATE IN INTERGOVERNMENTAL TRANSFER PROGRAMS WITH THE STATE OF FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION; APPROVING THE FORM AGREEMENT FOR THE INTERGOVERNMENTAL TRANSFER PROGRAM; DESIGNATING THE AUTHORITY FOR THE DIRECTOR OF THE PUBLIC SAFETY DEPARTMENT TO EXECUTE FORM AGREEMENT(S) AND OTHER DOCUMENTS NECESSARY TO PARTICIPATE IN THE PROGRAMS; PROVIDING FOR REPORTING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Constitution and Section 125.01, Florida Statutes, authorizes the County to exercise home rule powers for the health, safety, and welfare of the general public; and

WHEREAS, Section 409.908, Florida Statutes, authorizes the establishment of a Statewide Medicaid Residency Program to improve the quality of care and access to care for Medicaid recipients, expand graduate medical education on an equitable basis, and increase the supply of highly trained physicians statewide; and

WHEREAS, Section 409.909, Florida Statutes, authorizes the establishment of a low-income pool to support enhanced access to services by offsetting shortfalls in Medicaid reimbursement or paying for otherwise uncompensated care; and

WHEREAS, the State of Florida's Agency for Health Care Administration ("AHCA") created the Low Income Pool ("LIP") and Graduate Medical Education Statewide Medicaid Residency ("GME") Programs ("Programs"); and

WHEREAS, LIP ensures the continued governmental support for safety net providers that furnish uncompensated charity care to Medicaid recipients and uninsured or underinsured populations; and

WHEREAS, LIP provides funding to eligible hospitals, behavioral health providers, medical school physician practices, and federally qualified health centers/rural health clinics ("Providers"); and

WHEREAS, GME provides funding to qualified participating hospitals involved in graduate medical education; and

WHEREAS, House Bill 5001E, the General Appropriations Act of State Fiscal Year 2026-2027 was passed by the 2026 Florida Legislature authorizing the continuation of the Programs; and

WHEREAS, the Programs are funded through the use of intergovernmental transfers (“IGT”) and matching funds; and

WHEREAS, Manatee County Public Safety Department desires to enter into Letters of Agreement to provide IGT funds to AHCA in support of local select eligible Providers; and

WHEREAS, the Public Safety Department is recommending approval of a not to exceed IGT amount of \$3,688,780 for the Programs; and

WHEREAS, by participating in the Programs and providing the funds therein, Manatee County can significantly increase the total funding for Providers participating in the Programs; and

WHEREAS, the Board of County Commissioners (“Board”) desires the County, through its Public Safety Department, to participate in the Programs and finds that it is in the best interest of the health, safety, and welfare of the County to enter into Letters of Agreement with AHCA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, THAT:

SECTION 1. FINDINGS. The Board hereby makes the following findings:

1. The recitals set forth above are true and correct;
2. It is in the best interest of the County and furthers the public health, safety, and welfare of the County: (a) to participate in the IGT of funds under the Programs; (b) approve the forms of, and authorize the execution of, the form Letters of Agreement between Manatee County and AHCA.

SECTION 2. APPROVAL OF EXPENDITURE OF PROGRAM FUNDS. The Board hereby approves to expend the funds necessary to participate in the Program pursuant to the Letters of Agreement with AHCA, the amount of which does not exceed the amount budgeted by the Board for the IGT for the applicable fiscal year.

SECTION 3. APPROVAL OF FORM AGREEMENTS. The Board hereby approves the form Letters of Agreement, to be executed between the County and AHCA, substantially in the form attached hereto as Exhibit “A” pursuant to and in accordance with the Programs. The Director of Public Safety or designee is hereby authorized to execute such form agreements and other documents necessary pursuant to and in accordance with performance under the Programs.

SECTION 4. REPORTING. The Director of Public Safety shall annually provide a list to the Board of all agreements executed pursuant to Section 3, above.

SECTION 5. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED WITH A QUORUM PRESENT AND VOTING THIS THE 22nd DAY OF SEPTEMBER 2026.

**MANATEE COUNTY, FLORIDA
BOARD OF COUNTY
COMMISSIONERS**

By: _____
Chairperson

**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: _____
Deputy Clerk

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT (“LOA”) is made and entered into in duplicate on the _____ day of _____ 2026, by and between **Manatee County** (the “IGT Provider”) on behalf of **Centerstone**, 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

“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.

“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 the 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.

“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 2026-2027, passed by the 2026 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$226,250.00**.
 - a. The IGT Provider 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 IGT Provider and the State of Florida at large.

2. The IGT Provider must return the signed LOA to the Agency no later than October 1, 2026.
3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$226,250.00**. The IGT Provider will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2026 through June 2027 are due to the Agency no later than October 31, 2026, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the IGT Provider when payment is due.
4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA in accordance with public records laws and established retention schedules.

a. AUDITS AND RECORDS

- i. IGT Provider 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. IGT Provider 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. IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

- i. The IGT Provider 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. IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.

d. ASSIGNMENT AND SUBCONTRACTS

- i. The IGT Provider 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 IGT Provider 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. IGT Provider 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 supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
- 7. IGT Provider agrees the following provision shall be included in any agreements between IGT Provider 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 and used secondarily for other purposes.
- 8. This LOA covers the period of July 1, 2026, through June 30, 2027, and shall be terminated September 30, 2027, which includes the states certified forward period.
- 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	
Program / Amount	State Fiscal Year 2026-2027
Estimated IGTs	\$226,250.00
Total Funding Not to Exceed	\$226,250.00

WITNESSETH:

IN WITNESS WHEREOF, the parties have caused this 4-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: Stephanie Scanlon

TITLE: ADS for Medicaid Finance and Analytics

DATE: _____

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT (“LOA”) is made and entered into in duplicate on the _____ day of _____ 2026, by and between **Manatee County BOCC** the “IGT Provider”) on behalf of **MCR 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

“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.

“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 the 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.

“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 2026-2027, passed by the 2026 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$2,036,290.00**.
 - a. The IGT Provider 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 IGT Provider and the State of Florida at large.

2. The IGT Provider must return the signed LOA to the Agency no later than October 1, 2026.
3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$2,036,290.00**. The IGT Provider will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2026 through June 2027 are due to the Agency no later than October 31, 2026, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the IGT Provider when payment is due.
4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA in accordance with public records laws and established retention schedules.
 - a. AUDITS AND RECORDS
 - i. The IGT Provider 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 IGT Provider 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 IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
 - b. RETENTION OF RECORDS
 - i. The IGT Provider 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 IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.

d. ASSIGNMENT AND SUBCONTRACTS

- i. The IGT Provider 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 IGT Provider 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 IGT Provider 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 supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
 7. The IGT Provider agrees the following provision shall be included in any agreements between the IGT Provider 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 and used secondarily for other purposes.
 8. This LOA covers the period of July 1, 2026, through June 30, 2027, and shall be terminated September 30, 2027, which includes the states certified forward period.
 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.
 10. The IGT Provider agrees to indemnify and hold harmless the Agency against any and all liability related to a finding by CMS or the federal government that the IGT transfer, or source of funds transferred, did not comply with the Medicaid state plan, Title XIX of the Social Security Act, or any state or federal regulations or policies implementing Title XIX of the Social Security Act, including but not limited to Section 1903(w) of the Social Security Act; 42 C.F.R. Part 433, subpart B; and Centers for Medicare & Medicaid Services' ("CMS") State Medicaid Director Letter #14-004 (May 9, 2014). This indemnification would extend to any completed, actual, pending, or threatened action, suit, claim, or proceeding brought by CMS or the federal government based upon a demand or disallowance of any amount, including amounts relating to supplemental payments. The IGT Provider shall timely reimburse the Agency's reasonable legal fees and costs with respect to any proceeding related to whether the IGT transfer, or source of funds

transferred, violated the Medicaid state plan, Title XIX of the Social Security Act, or any state or federal regulations or policies implementing Title XIX of the Social Security Act. The IGT Provider will also be liable and financially responsible in the event that a demand or disallowance of any amount is found to be due and owing on this basis.

LIP Local Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2026-2027
Estimated IGTs	\$2,036,290.00
Total Funding Not to Exceed	\$2,036,290.00

WITNESSETH:

IN WITNESS WHEREOF, the parties have caused this 4-page Letter of Agreement to be executed by their undersigned officials as duly authorized.

**MANATEE COUNTY BOARD OF
COUNTY COMMISSIONERS**

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

**SIGNED
BY:** _____

NAME: _____

TITLE:

DATE: _____

**SIGNED
BY:** _____

NAME: Stephanie Scanlon

TITLE: ADS for Medicaid Finance and
Analytics

DATE: _____

Graduate Medical Education Letter of Agreement

THIS LETTER OF AGREEMENT (“LOA”) is made and entered into in duplicate on the _____ day of _____ 2026, by and between **Manatee County Board of County Commissioners** (the “IGT Provider”) on behalf of **Centerstone**, 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

“Graduate Medical Education (GME)” is the term used for the Graduate Medical Education Startup Bonus Program, established to provide resources for the education and training of physicians in specialties that are in a statewide supply-and-demand deficit, as listed in the General Appropriations Act, Laws of Florida 2026-232.

“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. IGTs must be considered a bona fide donation pursuant to 42 CFR § 433.54.

“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 2026-2027, passed by the 2026 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$1,426,240.00**. The IGT Provider and the Agency have agreed that these IGT funds will only be used in accordance with § 409.909, Florida Statutes (2021).
2. The IGT Provider must return the signed LOA to the Agency no later than October 1, 2026.
3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$1,426,240.00**. The IGT Provider will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2026 through June 2027 are due to the Agency no later than October 31, 2026, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the IGT Provider when payment is due.

4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to the GME program covered by this LOA in accordance with public records laws and established retention schedules.

- a. AUDITS AND RECORDS

- i. The IGT Provider 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 IGT Provider 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 IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

- b. RETENTION OF RECORDS

- i. The IGT Provider 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 IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.

- d. ASSIGNMENT AND SUBCONTRACTS

- i. The IGT Provider 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 IGT Provider 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 IGT Provider 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 supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
7. The IGT Provider agrees the following provision shall be included in any agreements between IGT Provider 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 and used secondarily for other purposes."
8. This LOA covers the period of July 1, 2026, through June 30, 2027, and shall be terminated September 30, 2027, which includes the states certified forward period.
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.
10. The IGT Provider agrees to indemnify and hold harmless the Agency against any and all liability related to a finding by CMS or the federal government that the IGT transfer, or source of funds transferred, did not comply with the Medicaid state plan, Title XIX of the Social Security Act, or any state or federal regulations or policies implementing Title XIX of the Social Security Act, including but not limited to Section 1903(w) of the Social Security Act; 42 C.F.R. Part 433, subpart B; and Centers for Medicare & Medicaid Services' ("CMS") State Medicaid Director Letter #14-004 (May 9, 2014). This indemnification would extend to any completed, actual, pending, or threatened action, suit, claim, or proceeding brought by CMS or the federal government based upon a demand or disallowance of any amount, including amounts relating to supplemental payments. The IGT Provider shall timely reimburse the Agency's reasonable legal fees and costs with respect to any proceeding related to whether the IGT transfer, or source of funds transferred, violated the Medicaid state plan, Title XIX of the Social Security Act, or any state or federal regulations or policies implementing Title XIX of the Social Security Act. The IGT Provider will also be liable and financially responsible in the event that a demand or disallowance of any amount is found to be due and owing on this basis.

GME Local Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2026-2027
Estimated IGTs	\$1,426,240.00
Total Funding Not to Exceed	\$1,426,240.00

WITNESSETH:

IN WITNESS WHEREOF, the parties have caused this 4-page Letter of Agreement to be executed by their undersigned officials as duly authorized.

**MANATEE COUNTY BOARD OF
COUNTY COMMISSIONERS**

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

SIGNED
BY: _____

SIGNED
BY: _____

NAME: _____

NAME: Stephanie Scanlon

TITLE:

TITLE: ADS for Medicaid Finance and
Analytics

DATE: _____

DATE: _____



September 22, 2026 - Regular Meeting

Subject

Adoption of Resolution R-26-128, Low Income Pool and Graduate Medical Education Program Funding - Thu Le, Health Information Services Manager – Countywide

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Thu Le, Health Information Services Manager x 8173
James Crutchfield, Deputy Director of Public Safety x1648

Action Requested

Adoption of Resolution R-26-128, authorizing the Public Safety Director to sign the Letters of Agreement (LOA) and other Documents required to participate in the Low Income Pool and Graduate Medical Education Programs

Enabling/Regulating Authority

Florida Statutes, Section 125, County Government
Florida Statutes, Section 409.908, Reimbursement of Medicaid Providers
Florida Statutes, Section 409.909, Statewide Medicaid Residency Program
House Bill 5001E, the General Appropriations Act of State Fiscal Year 2026-2027
House Bill 5003E, implementing the 2026-2027 General Appropriations Act

Applicable Advisory Board

N/A

Background Discussion

Annually, the Manatee County's Board of County Commissioners considers annual approval to provide Intergovernmental Transfers (IGT) to the Florida Agency of Health Care Administration (AHCA) for the Low Income Pool (LIP) Program. This program involves the Federal Medicaid Match (115 Medicaid Demonstration Waiver - Florida), benefiting eligible hospitals, behavioral health agencies, and federally qualified health centers. Once the approval is granted and the agreement(s) are finalized, participants are expected to adhere to all the stipulated requirements in the Letter of Agreement (LOA).

The Board also considers annual approval to provide IGT(s) to AHCA for the Graduate Medical Education (GME) Program. Upon approval and execution of the agreement(s),

participants shall agree to comply with all requirements outlined in the LOA. Staff received AHCA's recommended LIP funding for Centerstone of Florida and MCR Health, and its recommended GME funding for Centerstone of Florida.

The LIP IGT amount required on behalf of MCR Health is \$xxxxxxx
The LIP IGT amount required on behalf of Centerstone of Florida is \$xxxxxxx.
The GME IGT amount required on behalf of Centerstone of Florida is \$xxxxxxx.

The deadline for AHCA to receive the LOA(s) is October 1, 2026.

Staff is seeking approval of the LOA(s), IGT amounts, and Resolution R-26-128, authorizing the Public Safety Director to sign the LOA(s) and other documents required to participate in the programs.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

Time-sensitive; please email a copy of the approved agenda item to thu.le@mymanatee.org and healthservices@mymanatee.org.

Cost and Funds Source Account Number and Name

\$xxxx (Pending State Documents), Health Services 001.0007104, General Funds

Amount and Frequency of Recurring Costs

\$xxxx (Pending State Documents)

REVISED/REPLACED