

B.H. 6-4-95
**Florida appeals court OKs
prison outsourcing**

TALLAHASSEE — A Florida appeals court is giving the state's prison agency the green light to privatize health care services.

The 1st District Court of Appeal ruled Wednesday that a lower court judge was wrong to block plans for outsourcing in three of Florida's four prison system regions.

A Department of Corrections spokeswoman says the agency will begin to carry out the privatization effort after the new state budget takes effect on July 1.

The state tried to move ahead with the privatization effort last year, but it was challenged by three unions representing some 2,600 state employees who stand to lose their jobs.

Circuit Judge John Cooper in December sided with

the union because the privatization plan had been approved by a budget panel instead of the full Legislature.

with
with
It's
ploy
grar

*Sheriff
Buckley*

set

Deal reached on health insurance plan

By MARC CAPUTO

Herald Tallahassee Bureau

TALLAHASSEE — Up to 3.8 million uninsured Floridians could soon buy inexpensive health-coverage packages, after lawmakers tentatively agreed Thursday to a two-step plan serving individuals as well as small businesses.

The legislation blends Gov. Charlie Crist's proposal, offering stripped-down plans for as little as \$150 a month, along with House Speaker Marco Rubio's proposal to establish a public-private corporation that acts as human-resources department and a virtual marketplace for health plans.

Crist and the state Senate initially balked at the corporation concept, saying it created too much bureaucracy and too little regulation.

Under the compromise brokered between Crist and the House, the Senate plans to amend the legislation Friday to ensure that: The state Office of Insurance Regulation would have more say, employees would have more time to keep their current health plans if an employer switches to cheaper plans, and the corporation would abide by open-records laws and be free of industry

board members who would otherwise profit from their votes.

House leaders say they'll likely take the legislation and pass it Friday unless some unexpected poison pill ruins the deal. But even if the House signs off on the proposal, the big question remains: Will it all work?

Small-business owners like Danny Lister of Lister Jewelers in Coral Gables said he's not sure. He has heard of promises of big savings on property insurance and taxes but hasn't seen much yet. But he'll keep an open mind, and seems to favor Crist's approach.

"The first thing that comes to my mind is that it sounds better because it sounds simpler," Lister said. "The other sounds like too much bureaucracy."

The House's healthcare council chief, Republican Aaron Bean of Fernandina Beach, said the House and Senate are "very close" to an agreement that should pass the House Friday if their top concern — who regulates what — is cleared up.

"We want less government regulation," he said, "and they want more regulation."

To Crist and the state Senate, those regulations are

"consumer protections."

Under the House "Florida Health Choices" plan, the corporation would be designed to help employers like Lister, with fewer than 50 workers, navigate the complex world of employee-sponsored health-care. It would help them define what benefits they seek, how much they want to contribute to an employee health plan and help them figure out and file the proper paperwork.

At the same time, the corporation would negotiate with health-plan providers, whether they're insurers or are part of a new health network providing anything from traditional outpatient care to chiropractic services to acupuncture.

The corporation would collect the monthly premium

from the employer and keep a percentage to keep running. The cost to set up the corporation: About \$15 million. The money isn't in the budget, though, and House members are trying to find the cash.

The House plan always incorporated Crist's proposal. The corporation is geared toward small business and Crist's "Cover Florida" concept is for individuals. The House proposal seeks to offer multiple boutique plans, while Crist's looks more like traditional insurance and would use one or two insurance companies.

Consumer advocates want a buyer-beware disclaimer that a cheaper plan will result in less coverage, but no such disclaimer is mandated by the current legislation.

Health Care Expenditures Projected Through 2015

HEALTH CARE FUND ANALYSIS

MANATEE COUNTY GOVERNMENT

	Actual 2010	Actual 2011	Projected 2012	Adopted 2013	Projected 2014	Projected 2015
HEALTH CARE FUND						
Beginning Balance	\$48,891,858	\$48,891,711	\$35,686,079	\$26,496,025	\$17,124,711	\$7,757,412
Revenues	\$668,213	\$297,597	\$175,750	\$128,250	\$95,000	\$47,500
TOTAL HEALTH CARE FUND	\$5,572,364	\$6,417,151	\$8,678,750	\$9,499,564	\$9,462,299	\$9,729,288
BALANCE OF FUND	\$40,892,167	\$34,474,560	\$27,383,079	\$17,124,711	(\$1,757,412)	(\$1,924,376)
GENERAL FUND						
TOTAL GENERAL FUND	\$13,175,703	\$15,349,991	\$18,454,375	\$13,478,009	\$13,987,742	\$13,987,742
CHILDREN SERVICES TAX						
TOTAL CHILDREN'S FUND	\$605,641	\$438,470	\$436,813	\$860,814	\$381,413	\$381,413
TOTAL HC EXPENDITURES	\$19,353,708	\$22,206,612	\$25,569,938	\$23,838,387	\$23,791,454	\$24,068,443

Last Updated 10/08/2012

12/4/2012

6 man pres

**ADDENDUM
TO INDIGENT CARE AGREEMENT**

THIS IS AN ADDENDUM to the Indigent Care Agreement between the County of Manatee, a political subdivision of the State of Florida ("Manatee"), and Manatee Hospitals and Health Systems, Inc., a Florida not-for-profit corporation ("MHHS"), effective as of the 1st day of September, 1990 (the "Agreement"), and as amended by that certain amendment effective as of the 1st day of September, 1992 (the "Amendment") and collectively referred to as the "Amended Agreement", by and between Manatee and Manatee Memorial Hospital L.P. (MMH), the successor to MHHS.

WHEREAS, Manatee and MMH desire to continue providing indigent care pursuant to the Amended Agreement; and

WHEREAS, MMH acquired the Hospital Facility from MHHS pursuant to the Assignment and Assumption Agreement attached hereto as Exhibit A; and

WHEREAS, MMH is a Florida Limited Partnership whose general partner is Universal Health Services of Manatee, Inc., a wholly owned subsidiary of Universal Health Services, Inc.; and

WHEREAS, Manatee and MMH have negotiated certain adjustments to the Amended Agreement to be effective for the period of the extension provided for in this addendum; and

WHEREAS, a great majority of the Qualified Individuals receiving services under the Agreement access hospital services through the Hospital Facility emergency room and Manatee has determined that additional revenues should be allocated to compensate physicians on call to the Hospital Facility emergency room to provide services; and

WHEREAS, in each fiscal year since 1996-1997, Manatee has budgeted additional general revenue funds for payment to physicians providing services in accordance with the Indigent Care Agreement to reimburse MMH if an acceptable plan could be made with such physicians; and

✓ WHEREAS, an error was made while calculating the capitation formula and consequently an over payment was made by Manatee to MMH in fiscal year 1995-1996 in the amount of \$318,508.00; and

WHEREAS, audits and records indicate that MMH has provided treatment to qualified individuals in excess of the amounts of the over payment paid by Manatee; and

WHEREAS, in recognition of the services previously provided and as a part of the consideration for continuing with the extension of the Amended Agreement, the overpayment will be settled as provided herein.

WITNESSETH

That for and in consideration of the above premises and mutual covenants and obligations set forth in the Amended Agreement and herein, the parties agree as follows:

① The Amended Agreement shall be extended from 11:59 p.m., Bradenton, Florida time, on August 31, 2000 through February 28, 2001, at 11:59 p.m.

2. The in-patient formula amount and the out-patient formula amount calculated under Exhibit C to the Amended Agreement shall not apply during the extension of the Amended Agreement, and shall not be used to determine the annual appropriation and hospital cap.

3. The audit procedures attached as Exhibit D to the amendment shall not include the adjustment required pursuant to Section 10.00.

4. The five percent (5%) retainage of net income of the Fund provided in Section VIII.D. shall be added to the Hospital Cap so that the Hospital Cap shall refer to fifty-five percent (55%) of the net income of the Fund.

9-19-2000

5. Payments to physicians as provided in Section 4.2 may be made for up to three (3) follow up visits at the Hospital Facility or physician's office after discharge from the hospital.

6. In recognition of the services provided and for and as consideration for entering into this Addendum, the debt resulting from the County's fiscal year 1995-1996 overpayment, in the amount of \$318,504, shall be considered repaid.

7. MHHS as used in the amended Agreement means MMH, the successor to MHHS.

8. If the term provided in this Addendum expires before a long term Agreement has been reached, MMH and Manatee shall continue to perform in accordance with the Amended Agreement and this addendum until such time as either party provides the other party with 30 days written notice of termination, which notice may be effective at any time on or after March 1, 2001.

9. MMH warrants and represents to Manatee that a plan for disbursement of Manatee's budgeted funds to physicians as partial compensation for per diem on-call emergency room coverage has been developed and accepted by on-call physicians. For fiscal year 1999-2000, \$150,000.00 in County General Revenue Funds budgeted for this purpose shall be paid to MMH within fifteen (15) days after execution of this addendum and presentation of an acceptable invoice documenting payments made by MMH.

10. Subject to adoption of the County's fiscal year 2000-2001 budget, County General Revenue Funds in the amount of \$75,000.00 may be made available for payment to physicians for per diem on-call emergency room coverage during the six (6) month period beginning on September 1, 2000, and ending on February 28, 2001, if funds are budgeted. MMH may seek reimbursement of payments made on behalf of emergency room physicians for per diem on-call coverage no more frequently than monthly and in an amount not to exceed one sixth (1/6) the budgeted amount for each month. Payment by Manatee shall be due within fifteen (15) days after presentation of an acceptable invoice to Manatee documenting payments made by MMH.

11. As this extension is for a six month period, only one-half of Manatee's and MMH's Administrative Expenses permitted under the Amended Agreement shall be disbursed to Manatee and MMH.

12. MMH represents and warrants that there are no disputes related to any payments that are past due for services furnished prior to the effective date of this addendum except as provided herein.

13. Except as provided herein, the Amended Agreement shall continue in full force and effect as provided in Section 1 above, and all definitions provided in the Amended Agreement shall apply to this addendum except to the extent a different meaning is clearly indicated in this addendum.

The parties hereto have executed this addendum as of the date and year provided above.

ATTEST: R. B. SHORE

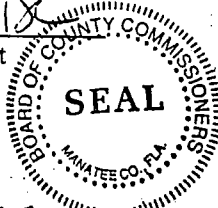
MANATEE COUNTY, FLORIDA
by and through its
Board of County Commissioners

By: Kim Linnane
Clerk of the Circuit Court

By: Donald J. Brown
Vice-Chairman

WITNESSES

Patricia M. Olson
Samara Grant



MANATEE MEMORIAL HOSPITAL L.P.

By: Michael Marquez

Print Name: MICHAEL MARQUEZ

Title: CEO