

## **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.

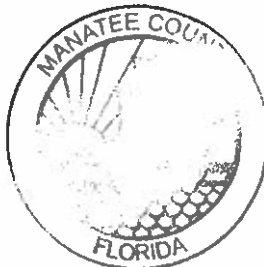
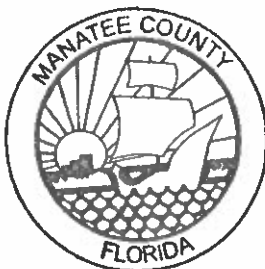
**SECTION 3. APPROVAL OF FORM AGREEMENTS.** The Board hereby approves the form Letters of Agreement, to be executed between the County and AHCA, substantially in the form attached hereto as Exhibit "A" pursuant to and in accordance with the Programs. The Director of Public Safety or designee is hereby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

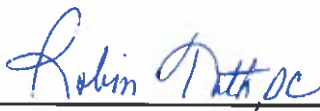
**ADOPTED WITH A QUORUM PRESENT AND VOTING THIS THE 22<sup>nd</sup> DAY OF SEPTEMBER 2026.**



**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.

| <b>LIP Local Intergovernmental Transfers</b> |                                    |
|----------------------------------------------|------------------------------------|
| <b>Program / Amount</b>                      | <b>State Fiscal Year 2026-2027</b> |
| Estimated IGTs                               | <b>\$226,250.00</b>                |
| <b>Total Funding Not to Exceed</b>           | <b>\$226,250.00</b>                |

**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.

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

**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.

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

**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:** \_\_\_\_\_