

**PHYSICIAN UPPER PAYMENT LIMIT PROGRAM  
LETTER OF AGREEMENT  
PAYMENT DATES JULY 1, 2016 THROUGH JUNE 30, 2017**

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

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

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

4. Any dispute concerning a question of fact or obligation related to or arising from this Letter of Agreement that is not disposed of by mutual agreement shall be decided by DCH. Such decision shall be communicated by DCH to the Governmental Entity in writing. The written decision of DCH shall be final and conclusive. Pending a final decision of a dispute hereunder, the Governmental Entity shall proceed diligently with the performance of the Letter of Agreement.
5. The Governmental Entity and the Department agree that in the event of a disagreement regarding, arising out of, or related to Letter of Agreement language interpretation, the Department's interpretation of the Letter of Agreement language in dispute shall control and govern. The Department's interpretation of the Letter of Agreement language in dispute shall not be subject to appeal under any circumstance.
6. The Governmental Entity agrees to assist and cooperate with the Department in any and all matters and activities related to or arising out of any audit or review, whether Federal, private, or internal in nature, at no cost to the Department.
  - a. The Parties also agree that the Governmental Entity shall be solely responsible for any costs it incurs for any audit related inquiries or matters; and,
  - a. The Governmental Entity may not charge or collect any fees or compensation from DCH for any matter, activity, or inquiry related to, arising out of, or based on an audit or review.
7. No amendment, waiver, termination or discharge of this Letter of Agreement, or any of the terms or provisions hereof, shall be binding upon either Party unless confirmed in writing. Nothing in this Letter of Agreement may be modified or amended, except by writing executed by both Parties.
  - a. Additionally, Centers for Medicare and Medicaid Services (hereinafter "CMS") approval may be required before any such amendment is effective. DCH shall determine, in its sole discretion, when such CMS approval is required; and,
  - b. Any agreement of the Parties to amend, modify, eliminate or otherwise change any part of this Letter of Agreement shall not affect any other part of this Letter of Agreement. In such cases, the remainder of this Letter of Agreement shall continue to be of full force and effect as set out herein.
8. The Governmental Entity shall not assign this Letter of Agreement, in whole or in part, without the prior written consent of DCH, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.
9. Any section, subsection, paragraph, term, condition, provision, or other part of this Letter of Agreement that is judged, held, found or declared to be voidable, void, invalid,

illegal or otherwise not fully enforceable shall not affect any other part of this Letter of Agreement, and the remainder of this Letter of Agreement shall continue to be of full force and effect as set out herein.

10. This Letter of Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements, understandings, or Letter of Agreements. No written or oral agreements, representatives, statements, negotiations, understandings, or discussions that are not set out, referenced, or specifically incorporated in this Letter of Agreement shall in any way be binding or of effective between the Parties.

11. The Parties also agree that all of the conditions, requirements, and obligations set forth in this Letter of Agreement will apply to any subsequent owner or shareholder of the Governmental Entity without exception or limitation.

**- SIGNATURES -**

**IN WITNESS WHEREOF**, the Governmental Entity states and affirms that its representative is duly authorized to bind it to this Letter of Agreement as this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Governmental Entity Name

\_\_\_\_\_  
Signatory's Name

\_\_\_\_\_  
Signatory's Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signatory's E-mail Address

\_\_\_\_\_  
Signatory's Phone Number

\_\_\_\_\_  
Date