

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS

FILED  
AHCA  
AGENCY CLERK

AGENCY FOR HEALTH CARE  
ADMINISTRATION

2009 OCT 30 P 1:19

Petitioner,

vs.

CASE NO. 08-1995MPI  
RENDITION NO.: AHCA-09-~~1164~~-S-MDO

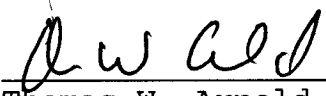
CITY OF JACKSONVILLE FIRE  
DIVISION RESCUE SERVICE

Respondent.

FINAL ORDER

THE PARTIES resolved all disputed issues and executed a Stipulation and Agreement, which is attached and incorporated by reference. The parties are directed to comply with the terms of the attached Stipulation and Agreement. Based on the foregoing, this file is CLOSED.

DONE AND ORDERED this 30 day of October, 2009,  
in Tallahassee, Leon County, Florida.

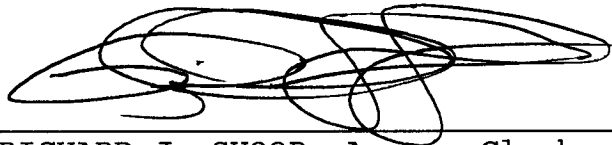
  
\_\_\_\_\_  
Thomas W. Arnold, Secretary  
Agency for Health Care Administration

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO JUDICIAL REVIEW, WHICH SHALL BE INSTITUTED BY FILING THE ORIGINAL NOTICE OF APPEAL WITH THE AGENCY CLERK OF AHCA, AND A COPY, ALONG WITH THE FILING FEE PRESCRIBED BY LAW, WITH THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE AGENCY MAINTAINS ITS HEADQUARTERS OR WHERE A PARTY RESIDES. REVIEW PROCEEDINGS SHALL BE CONDUCTED IN ACCORDANCE WITH THE FLORIDA APPELLATE RULES. THE NOTICE OF APPEAL MUST BE FILED WITHIN 30 DAYS OF THE RENDITION OF THE ORDER TO BE REVIEWED.

Case No. 08-1995MPI  
AHCA vs. City of Jacksonville Fire Division Rescue Service  
Final Order

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by United States Mail and by facsimile transmission (904)630-1731 to Loree L. French, Esquire, Attorney for the Respondent; City of Jacksonville, 117 West Duval Street, Suite 480, Jacksonville, Florida 32202 this 30<sup>th</sup> day of October, 2009.



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RICHARD J. SHOOP, Agency Clerk  
Agency for Health Care Administration  
2727 Mahan Drive, MS #3  
Tallahassee, FL 32308  
(850) 922-5873

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS

AGENCY FOR HEALTH CARE  
ADMINISTRATION

Petitioner,

v.

CASE NO. 08-1995MPI

CITY OF JACKSONVILLE FIRE DIVISION  
RESCUE SERVICE,

Respondent.

STIPULATION AND AGREEMENT

The AGENCY FOR HEALTH CARE ADMINISTRATION (a/k/a and hereinafter AHCA or the "Agency"), and CITY OF JACKSONVILLE FIRE DIVISION RESCUE SERVICE (a/k/a and hereinafter "JACKSONVILLE" or "PROVIDER"), by and through the undersigned, hereby stipulate and agree to the following:

1. The parties enter into this agreement for the purpose of memorializing the resolution to this matter.
2. JACKSONVILLE is a Medicaid provider in the State of Florida, operating under PROVIDER Number 0881040-00.
3. In its Final Audit Report, C.I. Number 08-6158-000, (the "Audit Letter" or "FAR") dated March 24, 2008, AHCA notified JACKSONVILLE that review of Medicaid claims performed by Medicaid Program Integrity (MPI) indicated that, in its opinion, some claims in whole or in part were not covered by Medicaid. The Agency sought repayment of an overpayment in the amount of Thirteen Thousand Four Hundred Eighty-Five Dollars and Twenty-Three cents (\$13,485.23). AHCA also notified JACKSONVILLE in the FAR that it is

seeking sanction in the form of a Five Hundred Dollars (\$500.00) fine and a Corrective Action Plan in the form of a PROVIDER Acknowledgement Statement. The sanctions were determined pursuant to Rule 59G-9.070, Florida Administrative Code. In response, JACKSONVILLE petitioned for a formal administrative hearing. JACKSONVILLE's challenge to the Medicaid overpayment determination was referred to the Division of Administrative Hearings ("DOAH") for assignment to an Administrative Law Judge and assigned DOAH Case Number 08-1995MPI. After JACKSONVILLE requested a formal administrative hearing, AHCA reviewed the documentation submitted by JACKSONVILLE, which was previously unavailable to the Agency, and adjusted the FAR overpayment determination.

4. Both parties stipulate and agree that JACKSONVILLE shall pay a Medicaid overpayment amount of One Hundred and Eight Dollars (\$108.00), a sanction in the amount of Thirty-Two Dollars and Forty cents (\$32.40), and some of AHCA's costs in the amount of One Hundred Forty-Five Dollars (\$145.00) for a total overpayment amount of Two Hundred Eight-Five Dollars and Forty cents (\$285.40). In addition, JACKSONVILLE agrees to complete a Corrective Action Plan in the form of a Provider Acknowledgement Statement, which is incorporated by reference into this Stipulation and Agreement.

5. In order to resolve DOAH Case Number 08-1995MPI without further administrative proceedings, AHCA and JACKSONVILLE expressly agree as follows:

- (a) AHCA will accept the adjusted overpayment, sanction fine and costs set forth herein as a complete resolution of the overpayment issues arising from the MPI review cited in paragraphs four (4) and three (3) above.
- (b) The adjusted Medicaid overpayment amount of One Hundred and Eight Dollars (\$108.00), sanction in the total amount of Thirty-Two Dollars and Forty cents

(\$32.40), and costs in the amount of One-Hundred and Forty-Five Dollars (\$145.00) shall be paid as follows: Within thirty (30) days of the issuance of the Final Order JACKSONVILLE agrees to pay a single payment to AHCA in the amount of Two Hundred Eight-Five Dollars and Forty cents (\$285.40).

- (c) The Agency retains the right to perform a six (6) month follow up review.
  - (d) JACKSONVILLE and AHCA agree that full payment as set forth above will resolve and settle DOAH Case Number 08-1995MPI completely and release all parties from all liabilities arising from the findings in the audit referenced as C.I. Number 08-6158-000.
  - (e) JACKSONVILLE agrees that it will not rebill the Medicaid Program in any manner for claims that were not covered by Medicaid, which are the subject of the audit in this case.
  - (f) JACKSONVILLE agrees to fully cooperate with any follow up reviews conducted by the Agency.
6. Payment shall be made to:

**AGENCY FOR HEALTHCARE ADMINISTRATION**  
Medicaid Accounts Receivable  
Post Office Box 13749  
Tallahassee, Florida 32317-3749

And payment shall clearly indicate that it is per a stipulation and agreement and shall **reference the C.I. Number and the Provider Number.**

7. JACKSONVILLE agrees that failure to pay any monies due and owing under the terms of this Agreement shall constitute JACKSONVILLE's authorization for the Agency,

without further notice, to withhold the total remaining amount due under the terms of this agreement from any monies due and owing to JACKSONVILLE for any Medicaid claims.

8. AHCA reserves the right to enforce this Stipulation and Agreement under the laws of the State of Florida, the Rules of the Medicaid Program, and all other applicable rules and regulations.

9. Except as specifically provided in paragraphs 4, 5a, and 5b above, the parties agree to bear their own attorney's fees and other costs, if any.

10. As a part of this Stipulation and Agreement, JACKSONVILLE agrees that AHCA may impose administrative sanctions pursuant to Rule 59G-9.070, Florida Administrative Code, as referenced in paragraph 4 above.

11. JACKSONVILLE as its PROVIDER Acknowledgment Statement/Corrective Action Plan acknowledges the obligation of CITY OF JACKSONVILLE FIRE DIVISION RESCUE SERVICE to adhere to state and federal laws, rules, provisions, handbooks and policies. In addition, CITY OF JACKSONVILLE FIRE DIVISION RESCUE SERVICE acknowledges that Medicaid policy requires as follows:

Pursuant to the Florida Medicaid Provider General Handbook, Chapter 5-4, "Provider Responsibility":

When reviewing a claim for payment under the Medicaid Program, a Provider has an affirmative duty to supervise the provision of and be responsible for goods and services claimed to have been provided, to supervise and be responsible for preparation and submission of a claim and to present a claim that is true and accurate and that is for goods and services that:

- Have actually been furnished to the recipient by the Provider prior to submitting the claim;
- Are Medicaid-covered services that are medically necessary;
- Are of a quality comparable to those furnished to the general public by the Provider's peers;
- Have not been billed in whole or part to a recipient's responsible party except for such co-payments, co-insurance, or deductions as authorized by AHCA;
- Are provided in accord with applicable provisions of all Medicaid rules, regulations, handbooks and policies and in accord with federal, state and local law; and
- Are documented by records made at the time the goods or services were provided, demonstrating the medical necessity for the goods or services rendered. Medicaid goods or services are excessive or not medically necessary unless the medical basis and the specific need for them are fully documented in the recipient's medical record.

12. The signatories to this Agreement, acting in a representative capacity, represent that they are duly authorized to enter into this Agreement on behalf of the respective parties. Furthermore, JACKSONVILLE agrees that its signature alone binds JACKSONVILLE to make the payment as set forth in this agreement. JACKSONVILLE shall furnish the actual signed Stipulation and Agreement to AHCA; however a facsimile copy shall be sufficient to enable AHCA to cancel a hearing scheduled in this case.

13. This Agreement shall be construed in accordance with the provisions of the laws of Florida. Venue for any action arising from this Agreement shall be in Leon County, Florida.

14. This Agreement constitutes the entire agreement between JACKSONVILLE and AHCA, including anyone acting for, associated with or employed by them, concerning all matters and supersedes any prior discussions, agreements or understandings; there are no promises, representations or agreements between JACKSONVILLE and AHCA other than as set forth herein. No modification or waiver of any provision shall be valid unless a written amendment to the Agreement is completed and properly executed by the parties.

15. This is an Agreement of settlement and compromise, made in recognition that the parties may have different or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to facts and law, so that no misunderstanding or misinformation shall be a ground for rescission hereof. This Stipulation and Agreement does not constitute an admission of wrongdoing or error by either party with respect to this case or any other matter. However, the parties believe that this matter should be resolved because the parties have agreed to the terms contained within this agreement.

16. JACKSONVILLE expressly waives in this matter its right to any hearing pursuant to Sections 120.569 or 120.57, Florida Statutes, the making of findings of fact and conclusions of law by DOAH and the Agency, and all further and other proceedings to which it may be entitled by law or rules of the Agency regarding this proceeding and any and all issues raised herein. JACKSONVILLE further agrees that the Agency should issue a Final Order which is consistent with the terms of this Stipulation and Agreement, and which adopts this agreement and closes this matter as to DOAH Case Number 08-1995MPI.



17. JACKSONVILLE does hereby discharge the State of Florida, Agency for Health Care Administration, and its agents, representatives, and attorneys of and from all claims, demands, actions, causes of action, suits, damages, losses and expenses, of any and every nature whatsoever, arising out of or in any way related to DOAH Case Number 08-1995MPI, C.I. No. 08-6158-000; and AHCA's actions herein, including, but not limited to, any claims that were or may be asserted in any federal or state court or administrative forum, including any claims arising out of this agreement, by or on behalf of JACKSONVILLE.

18. This Stipulation and Agreement is and shall be deemed jointly drafted and written by all parties to it and shall not be construed or interpreted against the party originating or preparing it.

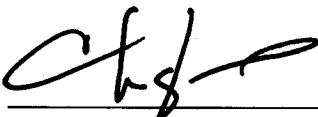
19. To the extent that any provision of this Stipulation and Agreement is prohibited by law, for any reason, such provision shall be effective to the extent not so prohibited, and such prohibition shall not affect any other provision of this Stipulation and Agreement.

20. This Stipulation and Agreement shall inure to the benefit of and be binding on each party's successors, assigns, heirs, administrators, representatives and trustees.

21. All times stated herein are of the essence in this Stipulation and Agreement.


22. This Stipulation and Agreement shall be in full force and effect upon execution by the respective parties in counterpart.

CITY OF JACKSONVILLE FIRE  
DIVISION RESCUE SERVICE

BY:   
\_\_\_\_\_  
Charles Moreland  
Division Chief of Rescue


Date: 8/25/09, 2009

CITY OF JACKSONVILLE  
GENERAL COUNSEL'S OFFICE

BY:   
\_\_\_\_\_  
LOREE L. FRENCH, ESQUIRE  
Attorney for CITY OF JACKSONVILLE  
FIRE DIVISION RESCUE SERVICE

Date: Aug 24, 2009

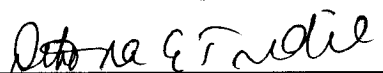
AGENCY FOR HEALTH CARE  
ADMINISTRATION  
2727 Mahan Drive, Mail Stop #3  
Tallahassee, FL 32308-5403

BY:   
PETER H. WILLIAMS  
Inspector General

Date: Oct 26, 2009

BY:   
JUSTIN M. SENIOR  
General Counsel

Date: Oct. 16th, 2009

BY:   
DEBORA E. FRIDIE  
Assistant General Counsel

Date: October 28, 2009

**PROVIDER ACKNOWLEDGEMENT STATEMENT**

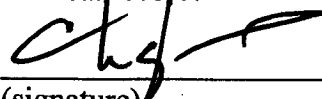
I Charles Moreland, on behalf of Fire Div Rescue Service.  
(insert printed full name here)

a Medicaid provider operating under provider number 0881040 00, do hereby  
acknowledge the obligation of Fire Div Rescue Service, to adhere to state and federal  
Medicaid laws, rules, provisions, handbooks, and policies. Additionally, Fire Div Rescue  
Service. acknowledges that Medicaid policy requires:

**The Florida Medicaid Provider General Handbook states in Chapter 5-4, Provider  
Responsibility:**

“When presenting a claim for payment under the Medicaid program, a provider has an  
affirmative duty to supervise the provision of, and be responsible for, goods and services  
claimed to have been provided, to supervise and be responsible for preparation and  
submission of the claim, and to present a claim that is true and accurate and that is for  
goods and services that:

- Have actually been furnished to the recipient by the provider prior to submitting the claim;
- Are Medicaid-covered services that are medically necessary;
- Are of a quality comparable to those furnished to the general public by the provider’s peers;
- Have not been billed in whole or in part to a recipient’s responsible party, except for such co-payments, coinsurance, or deductibles as are authorized by AHCA;
- Are provided in accord with applicable provisions of all Medicaid rules, regulations, handbooks, and policies and in accord with federal, state, and local law; and
- Are documented by records made at the time the goods or services were provided, demonstrating the medical necessity for the goods or services rendered. Medicaid goods or services are excessive or not medically necessary unless the medical basis and the specific need for them are fully documented in the recipient’s medical record.”

By:   
(signature)

Date: 8/25/09

Division Chief / Rescue  
(title)

**Return completed acknowledgement statement to Office of Inspector General,  
Medicaid Program Integrity.**