

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS

FILED  
AHCA  
AGENCY CLERK

AGENCY FOR HEALTH CARE  
ADMINISTRATION,

2009 AUG 13 A 10: 37

Petitioner,

vs.

DOAH Case No. 08-3219MPI  
RENDITION NO.: AHCA-09- 682 -S-MDO

RONALD G. DAVIS, M.D. and  
PEDIATRIC NEUROLOGY, P.A.,

Respondent.

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RONALD G. DAVIS, M.D. and  
PEDIATRIC NEUROLOGY, P.A.,

Petitioner,

vs.

DOAH Case No. 08-3261RU

AGENCY FOR HEALTH CARE  
ADMINISTRATION,


Respondent.

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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 11<sup>th</sup> day of August, 2009, in Tallahassee,  
Leon County, Florida.

  
\_\_\_\_\_  
Holly Benson, Secretary  
Agency for Health Care Administration

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO A JUDICIAL REVIEW WHICH SHALL BE INSTITUTED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE AGENCY CLERK OF AHCA, AND A SECOND COPY ALONG WITH FILING FEE AS 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 RENDITION OF THE ORDER TO BE REVIEWED.

Copies Furnished to:

William F. Quattlebaum  
Administrative Law Judge  
Division of Administrative Hearings  
The DeSoto Building  
1230 Apalachee Parkway  
Tallahassee, Florida 32399-3060

Tracy Mabry, Esquire  
Dean, Mead, Egerton, Bloodworth,  
Capouano, & Bozarth, P.A.  
800 North Magnolia Avenue  
Suite 1500  
Orlando, Florida 32803

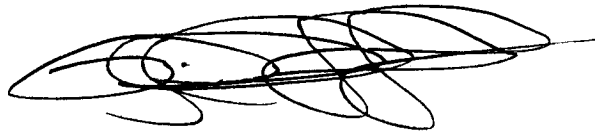
Debora Fridie, Senior Attorney  
Agency for Health Care Administration  
(Interoffice)

Robi Olmstead  
AHCA Administrator, MPI  
Agency for Health Care Administration  
2727 Mahan Drive, Mail Stop #6  
(Interoffice)

Finance & Accounting  
Agency for Health Care Administration  
(Interoffice)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the above named addressees by U.S. Mail and/or Interoffice Mail on this the 13<sup>th</sup> day of August, 2009.



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Richard Shoop, Esquire  
Agency Clerk  
Agency for Health Care Administration  
2727 Mahan Drive, Mail Stop 3  
Tallahassee, Florida 32308-5403

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS

AGENCY FOR HEALTH CARE  
ADMINISTRATION,

Petitioner,

vs.

DOAH Case No. 08-3219MPI

RONALD G. DAVIS, M.D. and  
PEDIATRIC NEUROLOGY, P.A.,

Respondent.

\_\_\_\_\_ /

RONALD G. DAVIS, M.D. and  
PEDIATRIC NEUROLOGY, P.A.,

Petitioner,

vs.

DOAH Case No. 08-3261RU

AGENCY FOR HEALTH CARE  
ADMINISTRATION,

Respondent.

\_\_\_\_\_ /

STIPULATION AND AGREEMENT

The AGENCY FOR HEALTH CARE ADMINISTRATION (hereinafter the "Agency" or "AHCA") and RONALD G. DAVIS, M.D. and PEDIATRIC NEUROLOGY, P.A. (hereinafter the "DAVIS"), 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. DAVIS is a Medicaid provider in the State of Florida, operating under Provider Number 2625105-00.

3. In its Final Audit Report, C.I. Number 07-5558-000, (the "Audit Letter" or "FAR") dated April 22, 2008, AHCA notified DAVIS 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 One Hundred Forty-Nine Thousand Five Hundred Forty-Eight Dollars and Twenty cents (\$149,548.20). AHCA also notified DAVIS in the FAR that it is seeking sanctions in the form of a Three Thousand Dollar (\$3,000.00) 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, DAVIS petitioned for a formal administrative hearing. DAVIS' 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 08-3219MPI. DAVIS also filed with DOAH an unpromulgated rule challenge and therein challenged some of Medicaid's provider enrollment policies. That rule challenge was assigned to an Administrative Law Judge and assigned DOAH Case Number 08-3261RU. Subsequently, the Judge entered an Order dated July 22, 2008, consolidating DOAH Case Number 08-3219MPI and Case Number 08-3261RU.

4. After the provider requested a formal administrative hearing, AHCA reviewed documentation that was previously unavailable to them. Based upon that review, AHCA adjusted the overpayment determination. Both parties stipulate and agree that DAVIS shall pay an adjusted Medicaid overpayment amount of Nineteen Thousand Seven Hundred Thirty Dollars and Thirty-Four Cents (\$19,730.34); total sanctions of Three Thousand Dollars (\$3,000.00), which are broken down as follows:

- (a) One Thousand Dollars (\$1,000.00) for non-enrolled providers,

- (b) One Thousand Dollars (\$1,000.00) for billing for services rendered by other providers,
- (c) Five Hundred Dollars (\$500.00) for no signature on medical records and
- (d) Five Hundred Dollars (\$500.00) for no documentation or missing pages of documentation;

and some of AHCA's investigative costs in the amount of Five Hundred Dollars (\$500.00) for a total overpayment amount of Twenty-Three Thousand Two Hundred Thirty Dollars and Thirty-Four Cents (\$23,230.34). In addition, DAVIS agrees to complete a Corrective Action Plan in the form of a Provider Acknowledgement Statement, which is incorporated by reference in this Stipulation and Agreement.

5. In order to resolve DOAH Case Number 08-3219MPI and Case Number 08-3261RU without further administrative proceedings, AHCA and DAVIS expressly agree as follows:

- (a) AHCA will accept the payment set forth herein as a complete resolution of the overpayment issues arising from the MPI review cited in paragraph four (4) above.
- (b) Within thirty (30) days of issuance of the Final Order, DAVIS agrees to make a single payment to AHCA of Twenty Three Thousand Two Hundred Thirty Dollars and Thirty-Four Cents (\$23,230.34) which amount includes the adjusted Medicaid overpayment, sanctions and costs. AHCA retains the right to perform a six-month follow-up review.

- (c) DAVIS is responsible for ensuring timely delivery of the payment. Failure to timely make the payment will render the balance due and payable immediately, with interest, and interest will continue to accrue until the entire balance is paid.
  - (d) DAVIS and AHCA agree that full payment as set forth above will resolve and settle both DOAH Case Number 08-3219MPI and Case Number 08-3261RU completely and release all parties from all liabilities arising from the findings in the audit referenced as C.I. Number 07-5558-000.
  - (e) DAVIS 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) DAVIS 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. DAVIS agrees that failure to pay any monies due and owing under the terms of this Agreement shall constitute DAVIS'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 DAVIS 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 paragraph four (4) 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, DAVIS agrees that AHCA may impose administrative sanctions pursuant to Rule 59G-9.070, Florida Administrative Code, as referenced in paragraph four (4) above.

11. DAVIS as its Provider Acknowledgment Statement/Corrective Action Plan acknowledges that:

- (a) To receive Medicaid reimbursement, a provider must be enrolled in Medicaid and meet all provider requirements at the time the service is rendered. Every entity that provides Medicaid services to recipients or billing services of any kind to Medicaid providers must enroll as a Medicaid provider. Specific qualifications for each provider type are listed in service-specific Coverage and Limitations Handbooks. These requirements are currently found in the Florida Medicaid Provider General Handbook, October 2003, page 2-2.
- (b) The Physicians Coverage and Limitations Handbook requires that if a physician provider employs or contracts with any health care practitioner (physician, physician assistant, or advanced registered nurse practitioner) who can enroll as a Medicaid provider and that health care practitioner is treating Medicaid recipients, he or she must enroll as a Medicaid provider. It also requires that two or more Medicaid providers whose practice is incorporated under the same tax identification number must enroll as a Medicaid provider group. In order to



receive payment from Medicaid, each member of the group must also enroll as an individual treating provider within the group.

- (c) Medicaid policy requires that the provider must retain all medical, fiscal, professional, and business records on all services provided to a Medicaid recipient. The records must be accessible, legible and comprehensible. Records must be retained for a period of at least five years from the date of service, and must state the necessity for and the extent of the services provided. These requirements are currently found in the Florida Medicaid Provider General Handbook, dated October 2003. Prior to this time, they were spelled out in the Medicaid Provider Reimbursement Handbook, HCFA-1500 and Child Health Check-Up Reimbursement Handbook.
- (d) Medicaid policy states that, in order to qualify for reimbursement, medical records must be signed and dated at the time of the service. The policy states that the author of each (medical record) entry must be identified and must authenticate his or her entry by signature, written initials or computer entry. These requirements are currently found in the Florida Medicaid Provider General Handbook, dated October 2003.

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, DAVIS agrees that its signature alone binds DAVIS to make the payment as set forth in this agreement. DAVIS 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 DAVIS 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 DAVIS 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. DAVIS 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. DAVIS 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 08-3219MPI and Case Number 08-3261RU.

17. DAVIS 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 08-3219MPI, C.I. No. 07-5558-000; and DOAH Case Number 08-3261RU 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 DAVIS.

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.


DOAH Cases No. 08-3219MPI and 08-3261RU  
AHCA v. Davis and Davis v. AHCA  
Stipulation and Agreement

RONALD G. DAVIS, M.D. and  
PEDIATRIC NEUROLOGY, P.A.,

BY:  \_\_\_\_\_

Date: 4 JUNE, 2009


DEAN, MEAD, EGERTON, BLOODWORTH  
CAPOUANO & BOZARTH, P.A.

BY:  \_\_\_\_\_  
TRACY J. MABRY, ESQUIRE  
Attorney for DAVIS

Date: June 3, 2009

DOAH Cases No. 08-3219MPI and 08-3261RU  
AHCA v. Davis and Davis v. AHCA  
Stipulation and Agreement

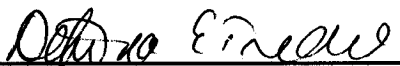
AGENCY FOR HEALTH CARE  
ADMINISTRATION  
2727 Mahan Drive, Mail Stop #3  
Tallahassee, FL 32308-5403

BY:   
PETER H. WILLIAMS  
Inspector General

Date: 8/11, 2009

BY:   
JUSTIN M. SENIOR  
General Counsel

Date: 6/25/09, 2009

BY:   
DEBORA E. FRIDIE  
Assistant General Counsel

Date: June 9, 2009