

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

FILED
AHCA
AGENCY CLERK

2011 DEC 22 A 8:48

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,
vs.

INFINITE PERSONAL POSSIBILITIES, INC.,

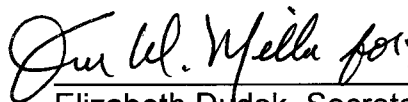
Respondent.

PROVIDER NO.: 6745806-96
C.I. AUDIT NO.: 10-9595-000
DOAH CASE NO.: 10-2415MPI
RENDITION NO.: AHCA-11-1370 -S-MDO

FINAL ORDER

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

DONE AND ORDERED on this 20th day of December, 2011, in Tallahassee, Leon County, Florida.



Elizabeth Dudek, 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:

Gary Clarke, Esquire
STERNSTEIN, RAINER & CLARKE, P.A.
411 East College Avenue
Tallahassee, Florida 32301
(Via Facsimile and U.S. Mail)

Mike Blackburn, Bureau Chief
Medicaid Program Integrity
2727 Mahan Drive
Building 2, Mail Station 6
Tallahassee, Florida 32308
(Interoffice Mail)

Tracie L. Hardin, Esquire
Agency for Health Care Administration
2727 Mahan Drive
Building 3, Mail Station 3
Tallahassee, Florida 32308
(Interoffice Mail)

Eric Miller, Inspector General
Medicaid Program Integrity
2727 Mahan Drive
Building 2, Mail Station 6
Tallahassee, Florida 32308
(Interoffice Mail)

Agency for Health Care Administration
Bureau of Finance and Accounting
2727 Mahan Drive
Building 2, Mail Station 14
Tallahassee, Florida 32308
(Interoffice Mail)

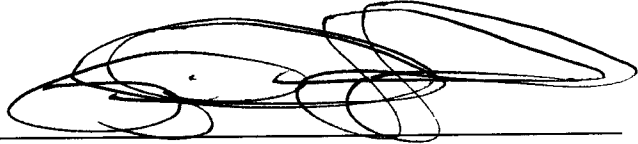
Division of Administrative Hearings
The Desoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060
(Via U.S. Mail)

Bureau of Health Quality Assurance
2727 Mahan Drive, Mail Stop 9
Tallahassee, Florida 32308
(Interoffice Mail)

Agency for Persons with Disabilities
4030 Esplanade, Suite 380
Tallahassee, Florida 32399-0950
(Via Email Only)

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, or the method designated, on this the 22nd day of December, 2011.



Richard Shoop, Esquire
Agency Clerk
State of Florida, Agency for Health
Care Administration
2727 Mahan Drive, Building #3
Tallahassee, Florida 32308
Telephone: (850) 412-3630

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,**

Petitioner,
vs.

**DOAH CASE NO.: 10-2415MPI
CASE NO.: 10-9595-000
PROVIDER NO.: 6745806-96**

INFINITE PERSONAL POSSIBILITIES, INC.,
Respondent.

SETTLEMENT AGREEMENT

Petitioner, the **STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION**, (“AHCA” or “Agency”), and Respondent, **INFINITE PERSONAL POSSIBILITIES, INC.**, (“PROVIDER”), by and through the undersigned, hereby stipulate and agree as follows:

1. The parties enter into this agreement for the purpose of memorializing the resolution to this matter.
2. PROVIDER is a Medicaid provider in the State of Florida, provider number **6745806-96**, and was a provider during the audit period.
3. In its Final Audit Report, dated March 31, 2010, the Agency notified PROVIDER that a review of Medicaid claims performed by the Agency’s Office of the Inspector General, Bureau of Medicaid Program Integrity (“MPI”), indicated that certain claims, in whole or in part, were inappropriately paid by Medicaid. The Agency sought repayment of this overpayment, in the amount of two hundred sixty thousand, seven hundred thirty-one dollars and two cents (\$260,731.02). Additionally, the Agency applied sanctions in accordance with Sections 409.913(15), (16), and (17), Florida

Statutes, and Rule 59G-9.070(7), Florida Administrative Code. Specifically, the Agency assessed the following sanctions against PROVIDER: a fine in the amount of one thousand dollars (\$1,000.00) for violation(s) of Rule 59G-9.070(7)(c), Florida Administrative Code; a fine in the amount of two thousand dollars (\$2,000.00) for violation(s) of Rule 59G-9.070(7)(e), Florida Administrative Code. The total amount due was two hundred sixty-three thousand, seven hundred thirty-one dollars and two cents (\$263,731.02).

4. In response to the audit report dated March 31, 2010, PROVIDER filed a *Petition for Formal Administrative Hearing*.

5. Subsequent to the original audit that took place in this matter, and after further documentation review, the Agency determined that the overpayment amount should be adjusted to ninety-one thousand, two hundred ninety-nine dollars and eighty-one cents (\$91,299.81). Additionally, the Agency assessed the following against PROVIDER: a fine in the amount of one thousand dollars (\$1,000.00) for violation(s) of Rule 59G-9.070(7)(c), Florida Administrative Code; a fine in the amount of one thousand, five hundred dollars (\$1,500.00) for violation(s) of Rule 59G-9.070(7)(e), Florida Administrative Code; and costs in the amount of eight hundred twenty-two dollars and forty-six cents (\$822.46). The total amount due is ninety-four thousand, six hundred twenty-two dollars and twenty-seven cents (\$94,622.27).

6. In order to resolve this matter without further administrative proceedings, PROVIDER and AHCA expressly agree as follows:

- (1) AHCA agrees to accept the payment set forth herein in settlement of the overpayment issues arising from the MPI review.

- (2) Within thirty (30) days of the date of execution of a Final Order adopting this Settlement Agreement, PROVIDER agrees to make a payment of the following: an overpayment in the amount of ninety-one thousand, two hundred ninety-nine dollars and eighty-one cents (\$91,299.81); sanctions in the amount of one thousand dollars (\$1,000.00) for violation(s) of Rule 59G-9.070(7)(c), Florida Administrative Code; sanctions in the amount of one thousand, five hundred dollars (\$1,500.00) for violation(s) of Rule 59G-9.070(7)(e), Florida Administrative Code; and costs in the amount of eight hundred twenty-two dollars and forty-six cents (\$822.46). The total amount due is ninety-four thousand, six hundred twenty-two dollars and twenty-seven cents (\$94,622.27).
- (3) The amount due will be offset by any amount already received by the Agency in this matter.
- (4) PROVIDER and AHCA agree that such payments as set forth above will resolve and settle this case completely and release both parties from all liabilities arising from the findings in the audit referenced as **C.I. Number 10-9595-000**.
- (5) PROVIDER agrees that it will not re-bill the Medicaid Program in any manner for claims that were not covered by Medicaid, which are the subject of the audit in this case.

7. Payment shall be made to:

**AGENCY FOR HEALTH CARE ADMINISTRATION
Medicaid Accounts Receivable
2727 Mahan Drive, Building 2, Suite 200**

Tallahassee, Florida 32308

8. Overpayments owed to the Agency bear interest at the rate of 10 percent per year from the date of determination of the overpayment by the Agency, and payment arrangements must be made at the conclusion of legal proceedings, pursuant to Section 409.913(25)(c), Florida Statutes.

9. PROVIDER agrees that failure to pay any monies due and owing under the terms of this Agreement shall constitute PROVIDER'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 PROVIDER for any Medicaid claims.

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

11. This settlement does not constitute an admission of wrongdoing or error by either party with respect to this case or any other matter.

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.

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 PROVIDER 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

PROVIDER 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.

16. PROVIDER 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 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. PROVIDER further agrees that it shall not challenge or contest any Final Order entered in this matter which is consistent with the terms of this settlement agreement in any forum now or in the future available to it, including the right to any administrative proceeding, circuit or federal court action or any appeal.

17. PROVIDER 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 this matter, 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.

18. The parties agree to bear their own attorney's fees and costs, if any.

19. This 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.

20. To the extent that any provision of this 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 Agreement.

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

22. All times stated herein are of the essence of this Agreement.

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

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INFINITE PERSONAL POSSIBILITIES, INC.

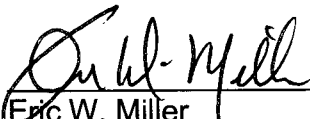


Dated: 11/1, 2011


BY: Deborah Lee Safko
(Print name)

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION**

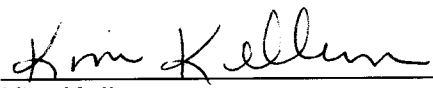
2727 Mahan Drive
Building 3, Mail Stop #3
Tallahassee, Florida 32308-5403


Eric W. Miller
Inspector General


Dated: 12/20/11, 2011


William H. Roberts
Acting General Counsel

Dated: 12/4, 2011


Kim Kellum
Chief Medicaid Counsel

Dated: 11/30, 2011


Tracie Hardin
Assistant General Counsel

Dated: 11/30, 2011