

STATE OF FLORIDA  
AGENCY FOR HEALTH CARE ADMINISTRATION

2012 JAN 27 A 8 36

STATE OF FLORIDA,  
AGENCY FOR HEALTH CARE  
ADMINISTRATION,

Petitioner,

vs.

TENENT HIALEAH  
HEALTHSYSTEMS, INC.

Case No.: 11-3729MPI  
Audit No.: 10-1268-800  
Provider No.: 010041200  
License No.: 4347  
NPI No.: 1063442770  
RENDITION NO.: AHCA-12-118 -S-MDO


Respondent.

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**FINAL ORDER**

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

DONE and ORDERED on this the 25<sup>th</sup> day of January, 2012, in Tallahassee, 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:

Andrew Sheeran, Esquire  
Agency for Health Care  
Administration  
(Interoffice Mail)

Lorne S. Cabinsky, Esquire  
Law Offices of Lorne S. Cabinsky, P.A.  
101 NE Third Avenue, Suite 1500  
Fort Lauderdale, Florida 33301  
(U.S. mail)

June C. McKinney  
Administrative Law Judge  
Division of Administrative Hearings  
The DeSoto Building  
1230 Apalachee Parkway  
Tallahassee, Florida 32399-3060

Mike Blackburn, Chief, Medicaid Program Integrity

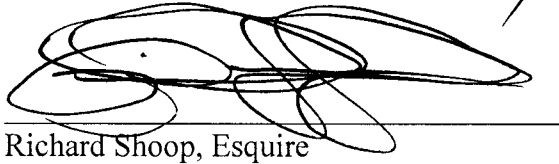
Finance and Accounting

HQA

Agency for Persons with Disabilities (Facility)

**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 on this the 22<sup>nd</sup> day of January, 2012.



Richard Shoop, Esquire  
Agency Clerk  
State of Florida  
Agency for Health Care Administration  
2727 Mahan Drive, Building #3  
Tallahassee, Florida 32308-5403  
(850) 412-3630

**STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS**

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

**Petitioner,**

**vs.**

**Case No.: 11-3729MPI  
C.I. No.: 10-1268-800  
Provider No.: 010041200**

**TENET HIALEAH  
HEALTHSYSTEMS, INC.,**

**Respondent.**

\_\_\_\_\_ /

**SETTLEMENT AGREEMENT**

Petitioner, the **STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION**, (“AHCA” or “Agency”), and Respondent, **TENET HIALEAH HEALTHSYSTEMS, 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 **010041200**, and was a provider during the audit period.

3. In its Final Audit Report, dated May 20, 2011, 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 twenty thousand nine hundred sixty-seven dollars and twenty-six cents

(\$20,967.26). Additionally, the Agency assessed costs in the amount of one thousand one hundred thirty-eight dollars and sixty-one cents (\$1,138.61) pursuant to Section 409.913(23)(a), Florida Statutes. The total amount due was twenty-two thousand one hundred five dollars and eighty-seven cents (\$22,105.87).

4. In response to the audit report dated May 20, 2011, PROVIDER requested a 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 fourteen thousand three hundred forty-six dollars and two cents (\$14,346.02). Additionally, the Agency assessed the following against PROVIDER costs in the amount of one thousand two hundred eighty-eight dollars and sixty-one cents (\$1,288.61). The total amount due is fifteen thousand six hundred thirty-four dollars and sixty-three cents (\$15,634.63).

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 fourteen thousand three hundred forty-six dollars and two cents (\$14,346.02) and costs in the amount of one thousand two hundred eighty-eight dollars and sixty-one cents (\$1,288.61). The total amount due is fifteen thousand six hundred thirty-four dollars and sixty-three cents (\$15,634.63).

- (3) The amount due will be offset by any amount already received by the Agency in this matter. If the amount already received by the Agency in this matter is in excess of the total amount due, the amount in excess will be reimbursed to the Provider and no further payments will be due from the Provider.
- (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 **10-1268-800**.
- (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, Mail Station #14  
Tallahassee, Florida 32317-3749**

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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**TENET HIALEAH HEALTHSYSTEMS, INC.**

  
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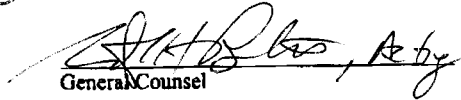
Dated: 11/18/11, 2011

BY: Arthur B. West  
(Print name)

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

  
Inspector General


Dated: 1/25/2012, 2011

  
General Counsel

Dated: 1/16, 2012

  
Kim Kellum  
Chief Medicaid Counsel

Dated: 12/29, 2011

  
Andrew T. Sheeran  
Assistant General Counsel

Dated: 1/17, 2012