

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

FILED
AHCA
AGENCY CLERK

2012 JUN 25 A 8:33

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

HILLSBOROUGH ASSOCIATION FOR
RETARDED CITIZENS, INC.,

Respondent.

CASE NO. 11-5089MPI

C.I. NO. 11-1553-000

Provider No. 024102498

RENDITION NO.: AHCA-12-0603-S-MDO

NPI No. N/A

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 21st day of June, 2012, 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:

Jeffries H. Duvall
Assistant General Counsel
Agency for Health Care Administration
Office of the General Counsel
(Interoffice)

CYNTHIA A. MIKOS, ESQ.
Allen Dell, P.A.
202 S. Rome Ave. - Suite 100
Tampa, FL 33606
cmikos@allendell.com
(Electronic Mail)

J.D. Parrish
Administrative Law Judge
Division of Administrative Hearings
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060

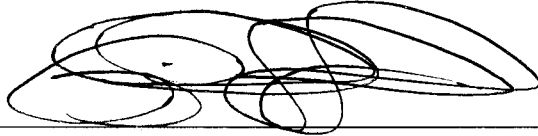
Mike Blackburn, Bureau Chief, Medicaid Program Integrity

Finance and Accounting

Health Quality Assurance (via email)

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, Laserfiche or electronic mail on this the 25th day of June, 2012.



Richard Shoop, Esquire
Agency Clerk
State of Florida
Agency for Health Care Administration
2727 Mahan Drive, MS #3
Tallahassee, Florida 32308-5403
(850) 412-3630/FAX (850) 921-0158

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

CASE NO. 11-5089MPI
C.I. NO. 11-1553-000

HILLSBOROUGH ASSOCIATION FOR
RETARDED CITIZENS, INC.,

Respondent.

_____ /

SETTLEMENT AGREEMENT

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION
("AHCA" or "the Agency"), and Hillsborough Association for Retarded Citizens, Inc.
("PROVIDER"), by and through the undersigned, hereby stipulate and agree as follows:

1. The two parties enter into this agreement to memorialize the resolution of this matter.

2. PROVIDER is a Florida Medicaid provider, provider number 024102498 and was a provider during the audit period, January 1, 2009 to December 31, 2009.

3. In its Final Agency Audit Report (constituting final agency action) dated September 2, 2011, AHCA notified PROVIDER that review of Medicaid claims by the Division of Medicaid, Office of the Deputy Secretary, and Medicaid Program Integrity (MPI), Office of the AHCA Inspector General, indicated certain claims, in whole or in part, had been inappropriately paid. The Agency sought recoupment of this overpayment in the amount of \$34,317.55. In response, PROVIDER filed a petition for formal administrative hearing. It was assigned DOAH Case No. 11-5089MPI.

4. Subsequent to the original audit, in preparation for trial, AHCA re-reviewed the PROVIDER's claims and evaluated additional documentation submitted by the PROVIDER. As a result of the additional review, AHCA determined the overpayment should be adjusted to \$27,078.51, plus \$5,415.70 in fines and \$674.38 in costs for a total due of \$33,168.59.

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

- (1) AHCA agrees to accept the payment set forth herein in settlement of the overpayment issues arising from the captioned audit.
- (2) The amount in dispute that is now being resolved is twenty-seven thousand seventy eight dollars and fifty-one cents (\$27,078.51) on the indebtedness, five thousand four hundred fifteen dollars and seventy cents (\$5,415.70) in fines, plus six hundred seventy four dollars and thirty-eight cents (\$674.38) in investigative costs for a total of thirty three thousand one hundred sixty eight dollars and fifty-nine cents (\$33,168.59). PROVIDER will make an initial payment of eight thousand dollars (\$8,000) and the remaining balance to be paid in 6 equal monthly installments. This amount due will be offset by any amount already received by the Agency in this matter. Furthermore, PROVIDER is advised that pursuant to Section 409.913, Florida Statutes, failure to pay in full, or enter into and abide by the terms of any repayment schedule set forth by the Agency may result in termination from the Medicaid program, withholding of future Medicaid payments, or other such remedies as provided by law. Any outstanding balance accrues at 10% interest per year. Full payment will fully and completely settle all claims in these proceedings before the Division of Administrative Hearings

Hillsborough Association for Retarded Citizens, Inc.
C.I. 11-1553-000 - Settlement Agreement

(DOAH Case No. 11-5089MPI). Should the provider's enrollment with Medicaid be terminated, the full amount owed will be due within 30 days of termination.

(3) In the event any interim payments are received or withheld, by whatever means, prior to the entry of the Final Order, Medicaid Accounts Receivable shall make the adjustment to credit such amounts, dollar for dollar, as quickly as is practicable.

(4) Compliance with this repayment agreement fully and completely settles all claims in these proceedings before the Division of Administrative Hearings (DOAH Case No. 11-5089MPI). Should the provider's enrollment with Medicaid be terminated, the full amount owed will be due within 30 days of termination.

(5) PROVIDER and AHCA agree that full payment, as set forth above, resolves and settles this case completely. It will release both parties from any administrative or civil liabilities or claims arising from the findings in audit C.I. 11-1553-000.

(6) PROVIDER 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.

6. Questions regarding procedures for submitting payment should be directed to Medicaid Accounts Receivable, (850) 412-3901. The C.I. number listed on the first page of this agreement must be legibly entered on the check to assure proper credit. Please mail payment to:

AGENCY FOR HEALTHCARE ADMINISTRATION
Medicaid Accounts Receivable – MS # 14
2727 Mahan Drive, Bldg. 2, Suite 200
Tallahassee, Florida 32308

7. 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.

8. 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.

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

10. Each party shall bear its own attorneys' fees and costs, with the exception that the Respondent shall reimburse, as part of this settlement, \$674.38 in Agency costs and \$5,415.70 in fines. This amount is included in the calculations and demand of paragraph 5(2).

11. 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.

12. 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.

13. 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 the 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

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

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

HILLSBOROUGH ASSOCIATION FOR RETARDED CITIZENS, INC.

 Dated: APRIL 16, 2012

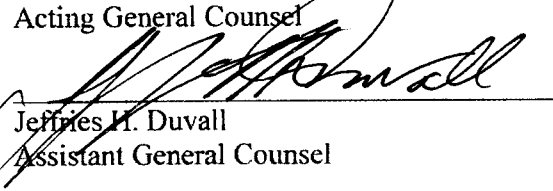
BY: SCOTT WERKSTELL
(Print name)

ITS: HARC BOARD PRESIDENT

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

 Dated: 6/21, 2012
Eric Miller
Inspector General

 Dated: 6/14, 2012
William H. Roberts
Acting General Counsel

 Dated: May 21, 2012
Jeffries H. Duvall
Assistant General Counsel