

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

FILED
AHCA
AGENCY CLERK

2014 OCT -1 A 11:42

SUNBELT HEALTH AND REHAB
CENTER, INC.,

Petitioner,

vs.

Provider No.: 032041200

Invoice No.: NH16766

RENDITION NO.: AHCA- 14 - 0809 -S-MDA

STATE OF FLORIDA, AGENCY FOR HEALTH
CARE ADMINISTRATION,

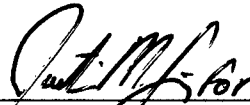
Respondent.

_____ /

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, attached hereto and incorporated herein as **Exhibit "1."** Based on the foregoing, this file is **CLOSED.**

DONE and ORDERED on this the 30th day of September, 2014, 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.

Peter A. Lewis, Esquire
Peter A Lewis, P.L.
3023 North Shannon Lakes Drive
Suite 101
Tallahassee, Florida 32309
palewis@petelewislaw.com
(Via Electronic Mail)

Agency for Health Care Administration
Bureau of Finance and Accounting
(Interoffice Mail)

Bureau of Health Quality Assurance
Agency for Health Care
Administration
(Interoffice Mail)

Jeffries Duvall, Esquire
Assistant General Counsel
Agency for Health Care Administration
(Interoffice Mail)

Stuart Williams, General Counsel
Agency for Health Care
Administration
(Interoffice Mail)


Zainab Day, Medicaid Audit Services
Agency for Health Care Administration
(Interoffice Mail)

Shena Grantham, Chief
Medicaid FFS Counsel
(Interoffice Mail)

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the above named addressees by the designated method of delivery on this the 1st day of October, 2014.



Richard J. Shoop, Esquire
Agency Clerk
State of Florida
Agency for Health Care Administration
2727 Mahan Drive, Building #3
Tallahassee, Florida 32308-5403
(850) 412-3671

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

**SUNBELT HEALTH AND
REHAB CENTER, INC.,**

Petitioner,

vs.

**PROVIDER NO.: 032041200
INVOICE NO.: NH16766**

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

Respondent.

SETTLEMENT AGREEMENT

The Respondent, Agency for Health Care Administration ("AHCA" or "Agency"), and the Petitioner, Sunbelt Health and Rehab Center, Inc., ("PROVIDER"), stipulate and agree as follows:

1. This Agreement is entered into between the parties to resolve disputed issues arising from a collection matter assigned case number NH16766.
2. The PROVIDER is a Medicaid provider, Provider Number 032041200, in the State of Florida operating a nursing home facility.
3. On July 15, 2013, the Agency notified the PROVIDER of its determination that PROVIDER was responsible to the Agency for an overpayment in the amount of \$95,610.99.
4. The PROVIDER timely filed an appeal regarding this determination challenging the Agency's application of the interest rate in the FRVS property component that had been used to set the Medicaid per diem rate generating the overpayment.
5. Subsequent to the filing of the petition for administrative hearing, AHCA and the PROVIDER exchanged documents and discussed the adjustment to the interest rate used to determine the FRVS component of the Medicaid per diem. As a result of the aforementioned exchanges, the parties agree that AHCA will revise the PROVIDER's January 1, 2014 per diem rates to reflect a fixed FRVS interest rate of 5.65%. The 5.65% fixed interest rate shall be used to establish the FRVS component of PROVIDER's Medicaid per diem rate for all subsequent rate semesters unless the interest rate is required to be

Exhibit 1

revised in accordance with the provisions of the Florida, Title XIX, Long-Term Care Reimbursement Plan.

6. In order to resolve this matter without further administrative proceedings, the PROVIDER and AHCA expressly agree to the adjustment resolutions, as set forth in paragraph 5 above, completely resolve and settle this case and this agreement constitutes the PROVIDER'S withdrawal of its petition for administrative hearing, with prejudice.

7. The PROVIDER and AHCA further agree that the Agency shall recalculate the per diem rates for the above-stated period and issue a notice of the recalculation. Where the PROVIDER was overpaid, the PROVIDER will reimburse the Agency the full amount of the overpayment within thirty (30) days of such notice. Where the PROVIDER was underpaid, AHCA will pay the PROVIDER the full amount of the underpayment within forty-five (45) days of such notice.

Payment shall be made to:

AGENCY FOR HEALTH CARE ADMINISTRATION
Medicaid Accounts Receivable—Mail Stop 14
2727 Mahan Drive, Building 2, Suite 200
Tallahassee, Florida 32308

Notices to the PROVIDER shall be made to:

Peter A. Lewis, Esquire
Peter A. Lewis, P.L.
3023 North Shannon Lakes Drive, Suite 101
Tallahassee, Florida 32309

Payment shall clearly indicate it is pursuant to a settlement agreement and shall reference the case number and the Medicaid provider number.

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

9. Either party is entitled to enforce this Agreement under the laws of the State of Florida; the Rules of the Medicaid Program; and all other applicable federal and state

laws, rules, and regulations.

10. This settlement does not constitute an admission of wrongdoing or error by the parties with respect to this case or any other matter.

11. Each party shall bear their respective attorney's fees and costs, if any.

12. The signatories to this Agreement, acting in their respective representative capacities, are duly authorized to enter into this Agreement on behalf of the party represented.

13. The parties further agree that a facsimile or photocopy reproduction of this Agreement shall be sufficient for the parties to enforce the Agreement. The PROVIDER agrees, however, to forward a copy of this Agreement to AHCA with original signatures, and understands that a Final Order may not be issued until said original Agreement is received by AHCA.

14. 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.

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

16. This is an Agreement of settlement and compromise, recognizing 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.

17. The PROVIDER expressly waives in this matter their right to any hearing pursuant to §§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 these proceedings and any and all issues raised herein, other than enforcement of this Agreement. The PROVIDER further agrees the Agency shall issue a Final Order which adopts this Agreement.

18. 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.

19. To the extent 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.

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

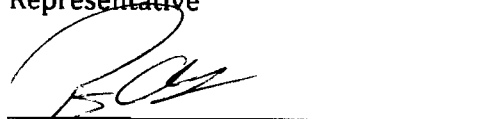
**SUNBELT HEALTH AND
REHAB CENTER, INC.**


Providers' Representative

Dated: Sept 8, 2014

Asst. Secretary of the Board
Printed Title of Providers'
Representative


Dated: _____, 2014


Legal Counsel for Provider


Dated: 9-9-, 2014

**FLORIDA AGENCY FOR HEALTH CARE
ADMINISTRATION**

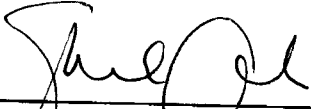
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308-5403


Justin Senior
Deputy Secretary, Medicaid

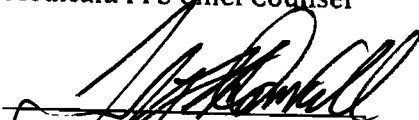
Dated: 9/26, 2014


Stuart Williams
General Counsel

Dated: 9/19, 2014


Sheria Grantham
Medicaid FFS Chief Counsel

Dated: 9/15, 2014


Jeffries H. Duvall
Assistant General Counsel

Dated: Sept 11, 2014



RICK SCOTT
GOVERNOR

ELIZABETH DUDEK
SECRETARY

CERTIFIED MAIL RECEIPT REQUESTED:
91 7108 2133 3937 6307 1800

July 15, 2013

Nursing Home Administrator
Sunbelt Health & Rehab Center
305 East Oak Street
Apopka, FL 32703

Dear Administrator:

You have been notified by the Office of Medicaid Cost Reimbursement Analysis of adjustments to your Medicaid reimbursement rates on the remittance voucher run dated: 7/13/13. The adjustments resulted from changes in your cost reports. This action has resulted in a balance due to the Agency in the amount of \$95,610.99 for provider number 032041200/ invoice number NH16766.

If payment is not received, or arranged for, within 30 days of receipt of this letter, the Agency shall withhold Medicaid payments in accordance with the provisions of Chapter 409.913(27), F.S. Furthermore, pursuant to Sections 409.913(25) and 409.913(15), F.S., 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. Likewise, failure to comply with all sanctions applied or due dates may result in additional sanctions being imposed. If the overpayment cannot be recouped by this office, Florida law authorizes referral of your account to the Department of Health and to a collection agency. All costs incurred by the Agency resulting from collection efforts will be added to your balance. Additionally, be advised that this referral does not relieve you of your obligation to make payment in full or contact this office to arrange mutually agreeable repayment terms.

In addition, amounts due to the Agency shall bear interest at ten percent (10%) per annum from the date of this letter on the unpaid balance until the account is paid in full. The interest accrual will not be assessed if payment is received by the Agency within 30 days.

You have the right to request a formal or informal hearing pursuant to Section 120.569, F.S. If a request for a formal hearing is made, the petition must be made in compliance with Section 28-106.201, F.A.C. and mediation may be available. If a request for an informal hearing is made, the petition must be made in compliance with rule Section 28-106.301, F.A.C. Additionally, you are hereby informed that if a request for a hearing is made, the petition must be **received by the Agency** within twenty-one (21) days of receipt of this letter. **For more information regarding your hearing and mediation rights, please see the attached Notice of Administrative Hearing and Mediation Rights.**

2727 Mahan Drive, MS#14
Tallahassee, Florida 32308

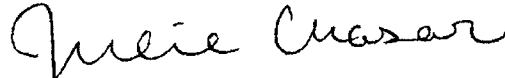


Visit AHCA online at
<http://ahca.myflorida.com>

Please include a copy of the enclosed remittance advice to assure proper posting of payments to your provider account.

Should you have any questions regarding the Medicaid provider account balance information contained in this notice, please contact Julie Chasar (850) 412-4877. Questions regarding the reimbursement rate changes should be directed to Thomas Parker, Office of Medicaid Cost Reimbursement, at (850) 412-4110.

Sincerely,


Julie Chasar
Medicaid Accounts Receivable

JFC

July 15, 2013

PLEASE INCLUDE THIS REMITTANCE ADVICE WITH YOUR PAYMENT

Remit Payment to:

**Agency for Health Care Administration
Medicaid Accounts Receivable MS# 14
2727 Mahan Drive Bldg. 2 Ste. 200
Tallahassee, FL 32308
Attn: Sharon Dixon**

FROM:

**Sunbelt Health & Rehab Center
305 East Oak Street
Apopka, FL 32703**

Provider No. 032041200
Invoice No. NH16766

STATEMENT OF ACCOUNT

CERTIFIED MAIL: 91 7108 2133 3937 6307 1800

VOUCHER RUN DATE: 7/13/13

BALANCE DUE: \$95,610.99

PAYMENT IS DUE WITHIN 30 DAYS FROM THE DATE OF THIS LETTER.

Amount Enclosed: \$ _____

NOTICE OF ADMINISTRATIVE HEARING AND MEDIATION RIGHTS

You have the right to request an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes. If you disagree with the facts stated in the foregoing Suspended Balance Report (hereinafter SBR), you may request a formal administrative hearing pursuant to Section 120.57(1), Florida Statutes. If you do not dispute the facts stated in the SBR, but believe there are additional reasons to grant the relief you seek, you may request an informal administrative hearing pursuant to Section 120.57(2), Florida Statutes. Additionally, pursuant to Section 120.573, Florida Statutes, mediation may be available if you have chosen a formal administrative hearing, as discussed more fully below.

The written request for an administrative hearing must conform to the requirements of either Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and must be received by the Agency for Health Care Administration, by 5:00 P.M. no later than 21 days after you received the SBR. The address for filing the written request for an administrative hearing is:

Richard J. Shoop, Esquire
Agency Clerk
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop # 3
Tallahassee, Florida 32308
Fax: (850) 921-0158

The request must be legible, on 8 ½ by 11-inch white paper, and contain:

1. Your name, address, telephone number, any Agency identifying number on the SBR, if known, and name, address, and telephone number of your representative, if any;
2. An explanation of how your substantial interests will be affected by the action described in the SBR;
3. A statement of when and how you received the SBR;
4. For a request for formal hearing, a statement of all disputed issues of material fact;
5. For a request for formal hearing, a concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle you to relief;
6. For a request for formal hearing, whether you request mediation, if it is available;
7. For a request for informal hearing, what bases support an adjustment to the amount owed to the Agency; and
8. A demand for relief.

A formal hearing will be held if there are disputed issues of material fact. Additionally, mediation may be available in conjunction with a formal hearing. Mediation is a way to use a neutral third party to assist the parties in a legal or administrative proceeding to reach a settlement of their case. If you and the Agency agree to mediation, it does not mean that you give up the right to a hearing. Rather, you and the Agency will try to settle your case first with mediation.

If you request mediation, and the Agency agrees to it, you will be contacted by the Agency to set up a time for the mediation and to enter into a mediation agreement. If a mediation agreement is not reached within 10 days following the request for mediation, the matter will proceed without mediation. The mediation must be concluded within 60 days of having entered into the agreement, unless you and the Agency agree to a different time period. The mediation agreement between you and the Agency will include provisions for selecting the mediator, the allocation of costs and fees associated with the mediation, and the confidentiality of discussions and documents involved in the mediation. Mediators charge hourly fees that must be shared equally by you and the Agency.

If a written request for an administrative hearing is not timely received you will have waived your right to have the intended action reviewed pursuant to Chapter 120, Florida Statutes, and the action set forth in the SBR shall be conclusive and final.