

STATE OF FLORIDA  
AGENCY FOR HEALTH CARE ADMINISTRATION

FILED  
AHCA  
AGENCY CLERK

2014 OCT -9 A 10: 37

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

DOAH Case No: 14-2456 MPI

C.I. No: 12-2625-000

NPI No: 1730117003

Provider No: 000455900

License No: OS4773

RENDITION NO.: AHCA- 14 -0843 -S-MDO

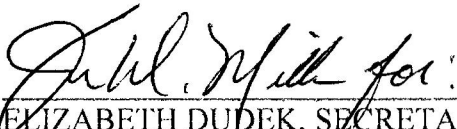
GARY MARDER D.O.

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. Based on the foregoing, this file is **CLOSED**.

DONE and ORDERED on this the 9<sup>th</sup> day of October, 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.**

Copies furnished to:

Robert Antonie Milne, Esq.,  
Assistant Attorney General  
Florida Bar No.: 622338  
Office of the Attorney General  
The Capitol, Suite PL-01  
Tallahassee, Florida 32399-1050  
Telephone: (850) 414-3713  
Facsimile: (850) 922-6425  
Robert.Milne@myfloridalegal.com

Julie Gallagher, Esq.,  
Julie.gallagher@akerman.com  
Akerman Senterfitt  
Suite 1200  
106 East College Avenue  
Tallahassee, Florida 32301

Kelly Bennett, Chief  
Medicaid Program Integrity

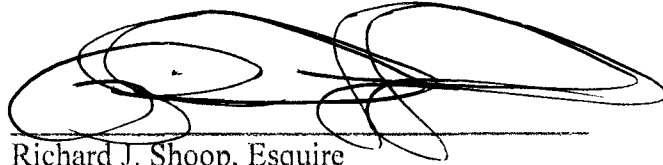
Finance and Accounting

Health Quality Assurance

Florida Department of Health

**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 other designated method on this the 25 day of October, 2014.



Richard J. 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  
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

GARY L. MARDER, D.O.  
Respondent.

DOAH CASE NO: 14-2456MPI  
PROVIDER NO.: 000455900  
C.I. NO.: 12-2625-000  
NPI NO.: 1730117003  
LICENSE NO: OS4773

SETTLEMENT AGREEMENT

Petitioner, the STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION, ("AHCA" or "Agency"), and Respondent, GARY L. MARDER, D.O. ("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 of this matter.
2. PROVIDER is a Medicaid provider in the State of Florida, provider number 000455900, and was a provider during the audit period.
3. In its Final Audit Report, dated October 7, 2013, 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"), during the period of December 1, 2008, through May 31, 2011, indicated that certain claims, in whole or in part, were inappropriately paid by

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Agency for Health Care Administration v. Gary L. Marder, D.O.

C.I. No 12-2625-000  
Settlement Agreement  
Page 1 of 6

Medicaid. The Agency sought repayment of this overpayment, in the amount of one hundred and fifty-four thousand five hundred and sixty-four dollars and six cents (\$154,564.06). 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 thirty thousand nine hundred and twelve dollars and eighty-one cents (\$30,912.81) for violation(s) of Rule 59G-9.070(7)(e), Florida Administrative Code; and costs in the amount of three thousand, five hundred and fifty-five dollars and twenty cents (\$3,551.20). The total amount due was one hundred and eighty-nine thousand, twenty-eight dollars and seven cents (\$189,028.07).

4. In response to the audit report dated October 7, 2013, PROVIDER filed a *Petition for Formal Administrative Hearing*.

5. Subsequent to issuance of the FAR, the PROVIDER submitted additional documentation and clarifications to AHCA regarding the alleged overpayment and sanctions amount. Based on further review AHCA has revised the final overpayment to one hundred forty five thousand, four hundred dollars and twenty-five cents (\$145,400.25). The Agency also imposed a sanction in the amount of six thousand dollars (\$6,000.00) and assessed cost in the amount of three thousand, seven hundred fifty-one dollars and twenty cents (\$3,751.20). The total amount due arising from this case is one hundred fifty-five thousand, one hundred fifty-one hundred dollars and forty-five cents (\$155,151.45).

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

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Agency for Health Care Administration v. Gary L. Marder, D.O.

C.I. No 12-2625-000

Settlement Agreement

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- a. AHCA agrees to accept the payment set forth herein in settlement of the after, fines and costs, arising from the above-referenced Audit.
- b. PROVIDER agrees to pay AHCA the sum of one hundred fifty-five thousand, one hundred fifty-one dollars and forty-five cents (\$155,151.45). The outstanding balance accrues at 10% interest per year. Within thirty (30) days of entry of the Final Order but by no later than December 10, 2014, whichever date is the last to occur, PROVIDER will make one payment of one hundred fifty-five thousand, one hundred fifty-one dollars and forty-five cents (\$155,151.45).
- c. PROVIDER and AHCA agree that full payment, as set forth above, resolves and settles this case completely and releases both parties from any administrative or civil liabilities arising from the findings relating to the claims determined to have been overpaid as referenced in audit C.I. NO.: 12-2625-000.
- d. PROVIDER agrees that it shall not re-bill the Medicaid Program in any manner for claims that were not covered by Medicaid, which are the subject of the review in this case.

6. Payment shall be made to:

**AGENCY FOR HEALTH CARE ADMINISTRATION**  
**Medicaid Accounts Receivable - MS #14**  
**2727 Mahan Drive, Bldg. 2, Ste-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

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Agency for Health Care Administration v. Gary L. Marder, D.O.

C.I. No 12-2625-000

Settlement Agreement

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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. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. The parties agree to bear their own attorney's fees and, except those cost specified to be paid by the Provider in this settlement agreement if any.

17. 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.

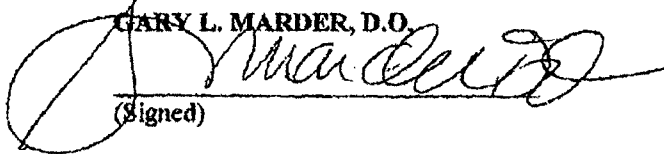
18. To the extent that any provision of this Agreement is prohibited by law for any reason, such provision shall be effective to the extent not so prohibited, and such prohibition shall not affect any other provision of this Agreement.



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


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

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

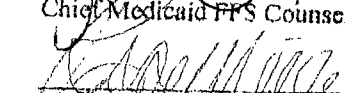
  
GARY L. MARDER, D.O.  
(Signed) Dated: 9/18, 2014

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

  
Eric W. Miller  
Inspector General Dated: 10/9, 2014

  
Stuart F. Williams, Esquire  
General Counsel Dated: 10/8, 2014

  
Shona L. Grantham, Esquire  
Chief Medicaid PFS Counsel Dated: 10/8, 2014

  
Robert A. Milne, Esquire  
Assistant Attorney General Dated: 9/19, 2014



RICK SCOTT  
GOVERNOR  
RICK SCOTT  
GOVERNOR

ELIZABETH DUDEK  
SECRETARY  
ELIZABETH DUDEK  
SECRETARY

**CERTIFIED MAIL No.: 7009 2820 0001 5675 2068**

October 7, 2013

Provider No: 000455900  
NPI No: 1730117003  
License No.: OS4773

Gary L. Marder  
9580 S. US Highway 1  
Port St. Lucie, FL 34952-4217

In Reply Refer to  
**FINAL AUDIT REPORT**  
C.I.: No. 12-2625-000

Dear Provider:

The Agency for Health Care Administration (Agency), Office of Inspector General, Bureau of Medicaid Program Integrity, has completed a review of claims for Medicaid reimbursement for dates of service during the period December 1, 2008, through May 31, 2011. A preliminary audit report dated October 15, 2012 was sent to you indicating that we had determined you were overpaid \$145,400.25. Based upon a review of all documentation submitted, we have determined that you were overpaid \$154,564.06 for services that in whole or in part are not covered by Medicaid. A fine of \$30,912.81 has been applied. The cost assessed for this audit is \$3,551.20. The total amount due is \$189,028.07.

Be advised of the following:

- (1) In accordance with Sections 409.913(15), (16), and (17), Florida Statutes (F.S.), and Rule 59G-9.070, Florida Administrative Code (F.A.C.), the Agency shall apply sanctions for violations of federal and state laws, including Medicaid policy. This letter shall serve as notice of the following sanction(s):
  - A fine of \$30,912.81 for violation(s) of Rule Section 59G-9.070(7) (e), F.A.C.
- (2) Pursuant to Section 409.913(23) (a), F.S., the Agency is entitled to recover all investigative, legal, and expert witness costs.

This review and the determination of overpayment were made in accordance with the provisions of Section 409.913, F.S. In determining the appropriateness of Medicaid payment pursuant to Medicaid policy, the Medicaid program utilizes procedure codes, descriptions, policies, limitations and requirements found in the Medicaid provider handbooks and Section 409.913, F.S. In applying for

2727 Mahan Drive, MS# 6  
Tallahassee, Florida 32308



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

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000455900  
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Medicaid reimbursement, providers are required to follow the guidelines set forth in the applicable rules and Medicaid fee schedules, as promulgated in the Medicaid policy handbooks, billing bulletins, and the Medicaid provider agreement. Medicaid cannot pay for services that do not meet these guidelines.

Below is a discussion of the particular guidelines related to the review of your claims, and an explanation of why these claims do not meet Medicaid requirements. The audit work papers are attached, listing the claims that are affected by this determination.

### REVIEW DETERMINATION(S)

1. Medicaid policy addresses the requirements for enrollment and participation in the Medicaid program. In order to bill for services provided by another practitioner (physician, ARNP, PA), that practitioner must be enrolled in Medicaid, and must also be enrolled as part of a group practice for which you are listed as the pay-to provider. The billing must reflect the Medicaid number of the treating practitioner. You billed and received payment for services performed by another practitioner who was not enrolled in Medicaid and/or not in a group with you at the time the services were rendered. **This finding applies to pathology claims.** Payment made to you for these services is considered an overpayment.
2. A review of your medical records revealed that some services rendered were erroneously coded on the submitted claim. The appropriate code was applied and the payment adjusted. The difference between the amount paid and the payment for the correct procedure code is considered an overpayment.
3. Medicaid policy requires that services performed be medically necessary for the diagnosis and treatment of an illness. You billed and received payments for services for which the medical records, when reviewed by a Medicaid physician consultant, indicated that the services provided did not meet the Medicaid criteria for medical necessity. The claims which were considered medically unnecessary were disallowed and the money you were paid for these procedures is considered an overpayment.
4. Medicaid policy defines the varying levels of care and expertise required for the evaluation and management procedure codes for office visits. The documentation you provided supports a lower level of office visit than the one for which you billed and received payment. This determination was made by a peer consultant in accordance with Sections 409.913 and 409.9131, F.S. The difference between the amount you were paid and the correct payment for the appropriate level of service is considered an overpayment.
5. Medicaid policy addresses the type of pathology services covered by Medicaid. You billed and received payment for laboratory tests that were performed outside your facility by an independent laboratory. Payments made to you in these instances are considered overpayments.
6. Medicaid policy specifies how medical records must be maintained. A review of your medical records revealed that some services for which you billed and received payment were not documented. Medicaid requires documentation of the services and considers payments made for services not appropriately documented an overpayment.

Gary L. Marder  
000455900  
C.I. No.: 12-2625-000  
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7. In order to qualify as a basis for reimbursement, Medicaid policy requires that records must be signed and dated at the time of service, or otherwise attested to as appropriate to the media. Payments made to you in instances where the records submitted for review were non-contemporaneous, are considered overpayments.
8. Medicaid policy requires a physician's signature to substantiate the service billed. A review of your medical records revealed that in some instances, a rubber stamp was used in lieu of a physician's written signature. Rubber stamp signatures must be initialed. The services that you billed and received payment for, in which a rubber stamp was utilized, are considered overpayments.
9. Medicaid policy states that, to receive the physician 100% reimbursement, Advanced Registered Nurse Practitioners and Physician assistants must be supervised by the treating physician. Supervision is shown by the physician's dated signature on the medical record. You billed Medicaid for services at the 100% reimbursement level when the medical record did not indicate that the service was supervised. Twenty percent of the reimbursement is considered an overpayment.
10. Your records indicate instances of unbundling (using two CPT codes when one of these codes incorporates the elements of the other). The unbundled code has been denied.
11. As to Recipient #25: Medicaid requires a radiological physicist to be under the direct supervision of a physician (2010 Physician Services Coverage and Limitations Handbook, 2-115). When Dr. Marder was out of the country he was not on the premises to provide direct supervision for these services. Medicaid requires indirect supervision by a physician for non-invasive radiology and nuclear medicine services (2010 Physician Services Coverage and Limitations Handbook, 2-112). Indirect supervision means that the physician must be reasonably available, so as to be physically present to provide consultation or direction in a timely fashion as required for appropriate care of the recipient. When Dr. Marder was out of the country, he was not available to provide indirect supervision for services. Dr. Marder was also unavailable to prescribe services for this recipient. CPT code 77401 is allowed once per patient per session regardless of the number of treatment areas. CPT code 77427 is billed per 5 treatments (not areas). CPT code 77336 is billed once per week. CPT code 77300 requires a prescription by the physician. Payments made to you for these services are considered an overpayment.

### OVERPAYMENT CALCULATION

A random sample of 35 recipients respecting whom you submitted 388 claims was reviewed. For those claims in the sample, which have dates of service from December 1, 2008, through May 31, 2011, an overpayment of \$15,169.48 or \$39.09659794 per claim, was found. Since you were paid for a total (population) of 10,485 claims for that period, the point estimate of the total overpayment is  $10,485 \times \$39.09659794 = \$409,927.83$ . There is a 50 percent probability that the overpayment to you is that amount or more.

Gary L. Marder  
000455900  
C.I. No.: 12-2625-000  
Page 4

We used the following statistical formula for cluster sampling to calculate the amount due the Agency:

$$E - t \sqrt{\frac{U(U - N)}{N(N - 1)} \sum_{i=1}^N (A_i - YB_i)^2}$$

Where:

$$E = \text{point estimate of overpayment} = F \left[ \frac{\sum_{i=1}^N A_i}{\sum_{i=1}^N B_i} \right]$$

$$F = \text{number of claims in the population} = \sum_{i=1}^U B_i$$

$A_i$  = total overpayment in sample cluster

$B_i$  = number of claims in sample cluster

$U$  = number of clusters in the population

$N$  = number of clusters in the random sample

$$Y = \text{mean overpayment per claim} = \frac{\sum_{i=1}^N A_i}{\sum_{i=1}^N B_i}$$

$t$  =  $t$  value from the Distribution of  $t$  Table

All of the claims relating to a recipient represent a cluster. The values of overpayment and number of claims for each recipient in the sample are shown on the attachment entitled "Overpayment Calculation Using Cluster Sampling." From this statistical formula, which is generally accepted for this purpose, we have calculated that the overpayment to you is \$154,564.06 with a ninety-five percent (95%) probability that it is that amount or more.

If you are currently involved in a bankruptcy, you should notify your attorney immediately and provide a copy of this letter for them. Please advise your attorney that we need the following information immediately: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name, address, and telephone number of your attorney.

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000455900  
C.I. No.: 12-2625-000  
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If you are not in bankruptcy and you concur with our findings, remit by certified check in the amount of \$189,028.07, which includes the overpayment amount as well as any fines imposed and assessed costs. The check must be payable to the **Florida Agency for Health Care Administration**. Questions regarding procedures for submitting payment should be directed to Medicaid Accounts Receivable, (850) 412-3901. To ensure proper credit, be certain you legibly record on your check your Medicaid provider number and the C.I. number listed on the first page of this audit report. Please mail payment to:

Medicaid Accounts Receivable - MS # 14  
Agency for Health Care Administration  
2727 Mahan Drive Bldg. 2, Ste. 200  
Tallahassee, FL 32308

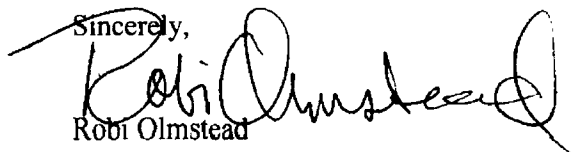
Pursuant to section 409.913(25)(d), F.S., the Agency may collect money owed by all means allowable by law, including, but not limited to, exercising the option to collect money from Medicare that is payable to the provider. Pursuant to section 409.913(27), F.S., if within 30 days following this notice you have not either repaid the alleged overpayment amount or entered into a satisfactory repayment agreement with the Agency, your Medicaid reimbursements will be withheld; they will continue to be withheld, even during the pendency of an administrative hearing, until such time as the overpayment amount is satisfied. Pursuant to section 409.913(30), F.S., the Agency shall terminate your participation in the Medicaid program if you fail to repay an overpayment or enter into a satisfactory repayment agreement with the Agency, within 35 days after the date of a final order which is no longer subject to further appeal. Pursuant to sections 409.913(15)(q) and 409.913(25)(c), F.S., a provider that does not adhere to the terms of a repayment agreement is subject to termination from the Medicaid program. Finally, failure to comply with all sanctions applied or due dates may result in additional sanctions being imposed.

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.**

Gary L. Marder  
000455900  
C.I. No.: 12-2625-000  
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Any questions you may have about this matter should be directed to: **Kris Creel, Investigator, Agency for Health Care Administration, Medicaid Program Integrity, 2727 Mahan Drive, Mail Stop #6, Tallahassee, Florida 32308-5403, telephone (850) 412-4600, facsimile (850) 410-1972.**

Sincerely,



Robi Olmstead  
AHCA Administrator  
Office of Inspector General  
Medicaid Program Integrity

RO/KC/re

Enclosure(s)

Copies furnished to:

Julie Gallagher  
Akerman Senterfitt  
Suite 1200  
106 East College Avenue  
Tallahassee, FL 32301

Finance & Accounting  
(Interoffice mail)

Health Quality Assurance  
(E-mail)

Department of Health  
(E-mail)

Gary L. Marder  
000455900  
C.I. No.: 12-2625-000  
Page 7

**NOTICE OF ADMINISTRATIVE HEARING AND MEDIATION RIGHTS**

~~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 Final Audit Report (hereinafter FAR), 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 FAR, 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 FAR. 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**  
**Phone: (850) 412-3630**

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 FAR, 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 FAR;
3. A statement of when and how you received the FAR;
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 FAR shall be conclusive and final.



**FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION**

**Provider: 000455900 - GARY L MARDER**

**NPI: 1730117003**

**Overpayment Calculation Using Cluster Sampling by Recip Name**

**Dates Of Service: 12/1/2008 through 5/31/2011**

Number of recipients in population:	1,462	Case ID:	12-2625-000
Number of recipients in sample:	35	Case ID:	12-2625-000
Total payments in population:	\$820,719.19	Confidence level:	95 %
No. of claims in population:	10,485	t value:	1.690924

Recip #	No. Claims	Total Dollars	Overpayment
1	8	\$352.56	\$86.63
2	3	\$138.52	\$54.96
3	3	\$185.90	\$54.96
4	8	\$315.58	\$89.78
5	6	\$730.96	\$513.47
6	1	\$42.18	\$0.00
7	3	\$185.90	\$135.68
8	5	\$203.85	\$32.18
9	4	\$214.06	\$54.96
10	1	\$62.78	\$0.00
11	7	\$398.88	\$40.01
12	14	\$1,817.12	\$1,489.43
13	8	\$1,272.41	\$1,107.15
14	2	\$1,122.26	\$1,122.26
15	5	\$250.73	\$138.09
16	6	\$373.84	\$121.98
17	9	\$954.69	\$789.43
18	28	\$2,703.53	\$2,306.56
19	5	\$460.73	\$394.21
20	13	\$814.85	\$514.63
21	3	\$119.10	\$62.78
22	3	\$185.90	\$54.96
23	8	\$529.48	\$274.80
24	1	\$26.61	\$0.00
25	188	\$5,610.14	\$4,484.14
26	1	\$42.18	\$0.00
27	2	\$71.29	\$0.00
28	4	\$338.74	\$164.88
29	10	\$789.00	\$560.18
30	8	\$342.15	\$109.92
31	2	\$97.10	\$0.00
32	1	\$42.18	\$0.00
33	5	\$446.94	\$284.22
34	10	\$513.45	\$116.75
35	3	\$50.16	\$10.48
<b>Totals:</b>	<b>35</b>	<b>\$21,805.75</b>	<b>\$15,169.48</b>

**Using Overpayment per claim method**

Overpayment per sample claim:	\$39,09659794
Point estimate of the overpayment:	\$409,927.83
Variance of the overpayment:	\$22,807,116,837.63
Standard error of the overpayment:	\$151,020.25
Half confidence interval:	\$255,363.77
Overpayment at the 95 % Confidence level:	\$154,564.06

If you **choose to make payment**, please return this page along with your check to:

Agency for Health Care Administration  
Agency for Health Care Administration  
Medicaid Accounts Receivable  
2727 Mahan Drive, Mail Stop #14  
Tallahassee, Florida 32308

The check must be made payable to:

Florida Agency for Health Care Administration

Provider Name: Gary L. Marder  
Provider ID: 000455900  
MPI Case #: 12-2625-000  
Total Due: \$189,028.07  
Check Number: # \_\_\_\_\_

**Any questions you may have about this matter should be directed to: Kris Creel,  
Investigator, telephone (850) 412-4600, facsimile (850) 410-1972.**

**Payment for Medicaid Program Integrity Audit**

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature x <i>[Signature]</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to:		B. Received by (Printed Name) <i>L. Kohan</i>	C. Date of Delivery <i>10/11/13</i>
2. Article Number (Transfer from service label)		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Article Addressed to:  GARY L. MARDER 9580 S. US HIGHWAY 1 PORT ST LUCIE, FL 34952-4217 C.I. # 12-2625-000 KC-re		<input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> G.O.D.	
4. Restricted Delivery? (Extra Fee)		<input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7009 2820 0001 5675 2068 ✓	


PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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• S



**FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION**  
2727 Mahan Drive, MS #6  
Tallahassee, Florida 32308  
Medical Unit

**RECEIVED**  
OCT 15 2013  
Medicaid Program Integrity

