

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

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AGENCY CLERK

2018 MAY 25 A 10:20

AGENCY FOR HEALTH CARE
ADMINISTRATION,

DOAH CASE NO.: 15-3273MPI
MPI CASE NO.: 2015-0001964
C.I. NO.: 13-0093-000
PROVIDER NO.: 010226100
NPI NO.: 1578547865
LICENSE NO.: 4486

Petitioner,

vs.

RENDITION NO.: AHCA-18 - 0300-S-MDO

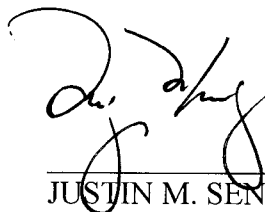
HOMESTEAD HOSPITAL, INC.
D/B/A HOMESTEAD HOSPITAL

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 25 day of May, 2018, in Tallahassee, Florida.



JUSTIN M. SENIOR, 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:

Homestead Hospital, Inc.
Attn: Beth Gillis, Assistant Vice President of
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Coral Gables, FL 33143-3632
(U.S. mail)

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d/b/a Homestead Hospital
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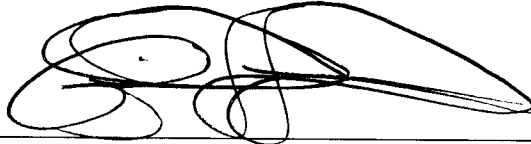
Shena L. Grantham, Esquire
MAL & MPI Chief Counsel
Shena.Grantham@ahca.myflorida.com
(E-Mail)

Bureau of Financial Services
(E-Mail)

Kelly Bennett, Chief, MPI
(E-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 U.S. Mail or other designated method on this the 28 day of May, 2018.



Richard J. Shoop, Esquire
Agency Clerk
State of Florida
Agency for Health Care Administration
2727 Mahan Drive, MS #3
Tallahassee, Florida 32308-5403
(850) 412-3689/FAX (850) 921-0158

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

AGENCY FOR HEALTH CARE
ADMINISTRATION,

Petitioner,

vs.

HOMESTEAD HOSPITAL, INC.
D/B/A HOMESTEAD HOSPITAL

Respondent.

DOAH CASE NO.: 15-3273MPI
MPI CASE NO.: 2015-0001964
C.I. NO.: 13-0093-000
PROVIDER NO.: 010226100
NPI NO.: 1578547865
LICENSE NO.: 4486

SETTLEMENT AGREEMENT

Petitioner, the **STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION** (“AHCA” or “Agency”), and Respondent, **HOMESTEAD HOSPITAL, INC. D/B/A HOMESTEAD HOSPITAL** provider number 010226100, (“PROVIDER”), by and through the undersigned, hereby stipulate and agree as follows:

1. The parties agree to settle DOAH Case No. 15-3273MPI (this matter) wherein Provider filed a petition for a formal administrative hearing regarding the Final Audit Report issued by AHCA on January 8, 2015.
2. PROVIDER is a Medicaid provider in the State of Florida, provider number 010226100, and was a provider during the audit period.
3. A preliminary audit report dated July 15, 2014, was sent to PROVIDER indicating that the Agency had determined PROVIDER was overpaid \$558,777.03. On January 8, 2015, a Final Audit Report was sent to PROVIDER indicating that the Agency had determined PROVIDER was overpaid \$453,388.64.

4. In its Final Audit Report, the Agency notified PROVIDER that a review performed by the Agency's Office of the Inspector General, Bureau of Medicaid Program Integrity ("MPI") of PROVIDER'S Medicaid claims that were rendered during the period of January 1, 2008, through December 31, 2008, indicated that certain claims, in whole or in part, were inappropriately paid by AHCA. The Agency sought repayment of this alleged overpayment, in the amount of four hundred fifty-three thousand three hundred eighty-eight dollars and sixty-four cents (\$453,388.64) and assessed the following sanctions in accordance with Sections 409.913(15), (16), (17) and (23) against PROVIDER: a fine in the amount of two thousand five hundred dollars (\$2,500.00) and costs in the amount of eleven thousand four hundred sixty-one dollars and fifty-five cents (\$11,461.55). The total amount due was four hundred sixty-seven thousand three hundred fifty dollars and nineteen cents (\$467,350.19).

5. In response to the Final Audit Report dated January 8, 2015, PROVIDER timely filed a *Petition for Formal Administrative Hearing*. Under protest, PROVIDER also refunded to AHCA \$453,388.64 pending the outcome of its administrative challenge to AHCA's determination.

6. In order to resolve this matter without further administrative proceedings, and based upon additional information received and reviewed by AHCA during the pendency of litigation, PROVIDER and AHCA agree as follows:

- A. AHCA agrees to accept the payment set forth herein in full settlement of the amounts arising from the above-referenced audit.
- B. AHCA and PROVIDER agree to settle this matter for the sum of three hundred twenty-seven thousand two hundred ninety-two dollars and sixty-two cents (\$327,292.62), which includes an amount of three hundred fifteen

thousand eight hundred thirty-one dollars and seven cents (\$315,831.07) attributable to the alleged overpayment and costs of eleven thousand four hundred sixty-one dollars and fifty-five cents (\$11,461.55).

C. Following AHCA's entry of the Final Order adopting this Settlement Agreement, AHCA shall refund to PROVIDER \$126,096.02. PROVIDER shall be refunded this amount of \$126,096.02 as follows:

- a. Within thirty (30) days following the issuance of a Final Order in this case, Financial Services shall forward the Provider a Refund Application reflecting the refund due to the PROVIDER;
- b. Once Financial Services has received the signed Refund Application, the refund will be processed.
- c. Payment of the refund shall be made within thirty (30) day of Financial Services receipt of the signed Refund Application.

D. PROVIDER and AHCA agree that full payment, as set forth above, and already made, resolves and settles this case completely and releases both parties from any administrative or civil liabilities arising from the review determinations relating to the claims as referenced in audit C.I. No. 13-0093-000.

E. PROVIDER agrees that it shall not re-bill the Medicaid Program in any manner for the claims that are the subject of the review in this case as specifically identified in the Final Audit Report.

7. AHCA and PROVIDER each reserve 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.

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

9. 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.

10. 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.

11. This Agreement constitutes the entire agreement between PROVIDER and AHCA, including anyone acting for, associated with or employed by them, concerning this matter and supersedes any prior discussions, agreements or understandings regarding this matter; 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.

12. 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.

13. PROVIDER expressly waives 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 matter. PROVIDER further agrees that it shall not challenge or contest any Final Order entered in this matter that is consistent with the terms of this 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.

14. 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 in 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; provided, however, PROVIDER does not discharge the State of Florida, Agency for Health Care Administration, regarding any other matters related to AHCA's payments, practices, policies or audits of services rendered to undocumented aliens.

15. The parties agree to bear their own attorney's fees and costs, if any, with the exception that PROVIDER shall reimburse, as part of this settlement, costs of \$11,461.55. This amount is included in the calculations and demand of paragraph 6(B).

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; provided, however, if the entitlement to a refund to PROVIDER in paragraph 6 is prohibited, or if a Final Order has not been issued within

180 days from the date of signature by PROVIDER, PROVIDER shall have the right to void 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.

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**HOMESTEAD HOSPITAL, INC. d/b/a
HOMESTEAD HOSPITAL**

William Duggett
(Signed)

Dated: 04/23, 2018

BY: William Duggett, CEO
(Print Name and Title)

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

Eric W. Miller
Inspector General

Molly McKinstry
Deputy Secretary HCA

Dated: 5/25, 2018

Stefan R. Grow
Stefan R. Grow, Esquire
General Counsel

Dated: 5/24, 2018

Shena L. Grantham
Shena L. Grantham, Esquire
Medicaid Admin. Lit. and MPI Chief Counsel

Dated: 5/22, 2018

Joseph M. Goldstein
Joseph M. Goldstein, Esquire
Shutts & Bowen LLP

Dated: 5/4, 2018