

2020 DEC -1 A 9:20

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,

v.

INFORMAL CASE NO.: 19-459PH
MPI CASE NO.: 2017-0008327
PROVIDER ID NO.: 017429300
NPI NO.: 1366696601
LICENSE NO.: N/A

JKP ANALYSTS, LLC,

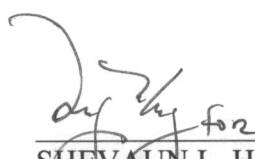
RENDITION NO.: AHCA- 20 -826 -S-MDO

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 November 24, 2020, in Tallahassee, Leon County, Florida.


SHEVAUN L. HARRIS, ACTING SECRETARY
Agency for Health Care Administration

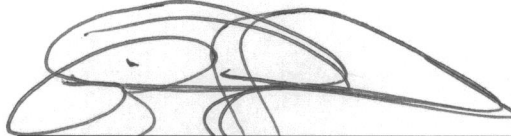
A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO A JUDICIAL REVIEW WHICH SHALL BE INSTITUTED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE AGENCY CLERK OF AHCA, AND A SECOND COPY ALONG WITH FILING FEE AS PRESCRIBED BY LAW, WITH THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT 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:

JKP Analysts, LLC PO Box 536010 Orlando, FL 32853-6010 (U.S. Mail)	Joshua Pritchard, PH.D. JKP Analyst, LLC Respondent's Representative josh@jcpba.com josh@exceptionalleaders.com (Electronic Mail)
Kelly Bennett, Chief MPI Division of Health Quality Assurance Medicaid Program Integrity (Electronic Mail)	Ryan Fitch, Chief Central Services Division of Health Quality Assurance Bureau of Central Services (Electronic Mail)
William H. Roberts, Esquire Acting General Counsel Office of the General Counsel (Electronic Mail)	Laura MacLafferty, Bureau Chief Division of Health Quality Assurance Bureau of Health Facility Regulation (Electronic Mail)
Shena L. Grantham, Esquire MAL & MPI Chief Counsel Office of the General Counsel (Electronic Mail)	Stephanie Scanlon, Chief Financial Officer & Bureau Chief Bureau of Financial Services (Electronic Mail)
Timothy Sparks, Esquire Senior Attorney Office of the General Counsel (Electronic Mail)	Susan Sapoznikoff, Esquire Senior Attorney Office of the General Counsel (Electronic 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 1st day of December, 2020.



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

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,

v.

JKP ANALYSTS, LLC,
Respondent.

DOAH CASE NO.: 20-1083MPI
MPI CASE NO.: 2017-0008327
PROVIDER NO.: 017429300

SETTLEMENT AGREEMENT

Petitioner, **STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION** (“AHCA” or “Agency”), and Respondent, **JKP ANALYSTS, LLC**, (“Provider”), and collectively “the Parties,” by and through the undersigned, hereby stipulate and agree as follows:

WHEREAS, pursuant to section 409.902, Florida Statutes, the Agency has been designated as the single state agency authorized to make payments for medical assistance and related services under Title XIX of the Social Security Act, and is responsible for administering the Florida Medicaid Program in accordance with state and federal law; and

WHEREAS, Provider is a Medicaid provider in the State of Florida, having been issued Provider Number 017429300, and was a Medicaid provider during all times material hereto; and

WHEREAS, pursuant to section 409.913, Florida Statutes, the Agency’s Bureau of Medicaid Program Integrity (“MPI”) is empowered to audit for, *inter alia*, provider practices that result in an unnecessary cost to the Medicaid program; and

WHEREAS, the Agency conducted an audit of Medicaid claims submitted by Provider for the period November 1, 2017, through December 31, 2018, “the audit period” herein; and

WHEREAS, in its Final Audit Report (“FAR”) dated August 2, 2019, (attached hereto as Exhibit A and incorporated herein by reference), the Agency notified Provider that a review of Medicaid claims performed by MPI during the audit period indicated that certain claims, in whole or in part, were inappropriately paid by Medicaid; and

WHEREAS, the Agency sought repayment of this overpayment, in the amount of one hundred sixty thousand, seven hundred twenty-five dollars and fifteen cents (\$160,725.15); and

WHEREAS, the Agency additionally applied sanctions in accordance with sections 409.913(15), (16), and (17), Florida Statutes, and Rule 59G-9.070, *Florida Administrative Code*, specifically, assessing a sanction in the form of a fine against Provider in the amount of thirty-two thousand, one hundred forty-five dollars and three cents (\$32,145.03) for violations of Rule 59G-9.070(7)(e), *Florida Administrative Code*, and in the amount of two thousand, five hundred dollars and zero cents (\$2,500.00) for violations of Rule 59G-9.070(7)(c), *Florida Administrative Code*; and

WHEREAS, the Agency also sought to recover its costs in the amount of seven hundred fifty-eight dollars and seven cents (\$758.07), pursuant to section 409.913(23)(a), Florida Statutes; and

WHEREAS, the total amount due was one hundred ninety-six thousand, one hundred twenty-eight dollars and twenty-five cents (\$196,128.25); and

WHEREAS, in response to the FAR Provider timely filed a Petition for an Informal Administrative Hearing; and

WHEREAS, during the pendency of litigation Provider has submitted additional documentation and AHCA has reviewed such documentation; and

WHEREAS, the Parties now desire to resolve this matter without further administrative proceedings;

NOW THEREFORE, in consideration of the mutual promises and recitals herein, and for other good and valuable consideration, the sufficiency of which is acknowledged by both the Agency and the Provider, the Parties enter into this settlement agreement (“Agreement”) intending to be legally bound and agree as follows:

1. AHCA agrees to accept the payment set forth herein in settlement of the overpayment, fines, and costs arising from the above-referenced audit.

a. Provider agrees to pay AHCA the sum of one hundred three thousand, five hundred ninety dollars and twenty cents (\$103,590.20) (“total settlement amount due”), which includes overpayment in the amount of one hundred thousand, two hundred thirteen dollars and ninety-nine cents (\$100,213.99); plus a sanction of two thousand, five hundred dollars and zero cents (\$2,500.00) for violation of Rule 59G-9.070(7)(c); and costs of eight hundred seventy-six dollars and twenty-one cents (\$876.21).

b. No later than thirty (30) days after the entry of a final order in this matter, Provider shall make a front-load payment of twenty thousand dollars and zero cents (\$20,000.00). Any monies collected by the Agency’s Bureau of Financial Services shall be used to offset the front-load payment. As of 08/03/2020, the Agency’s Bureau of Financial Services has collected fifteen thousand, nine hundred forty-one dollars and thirty-two cents (\$15,941.32).

c. Beginning November 1, 2020, and continuing on the 1st day of each subsequent month, Provider agrees to submit five (5) monthly payments of fourteen thousand, three hundred

forty dollars and eighty-five cents (\$14,340.85), and one (1) final monthly payment of fourteen thousand, three hundred forty dollars and eighty-six cents (\$14,340.86). The outstanding balance accrues at 10% interest per year from the date of determination of the overpayment by the Agency. A copy of the Amortization Schedule is attached hereto as Exhibit B and incorporated herein by reference.

d. Should Provider's enrollment with Medicaid be terminated, the total settlement amount due shall be paid to the Agency no later than thirty (30) days after the date of termination.

e. Provider and AHCA agree that full payment of the total settlement amount due, as set forth above, resolves and settles this case completely and releases the Parties from any administrative or civil liabilities arising from the findings relating to the claims determined to have been overpaid.

2. Provider agrees that Provider shall not re-bill the Medicaid Program in any manner for claims that were the subject of the review in this case and were determined to be not covered by Medicaid.

3. Payment shall be made to:

**AGENCY FOR HEALTH CARE ADMINISTRATION
Medicaid Accounts Receivable - Mail Stop #14
2727 Mahan Drive, Bldg. 2, Suite 200
Tallahassee, Florida 32308**

4. Payment shall clearly indicate that it is made pursuant to a settlement agreement and shall reference the MPI Case Number and Provider Number.

5. 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 remaining total settlement amount due under the terms of this Agreement from any monies due and owing to Provider for any Medicaid claims.

6. 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 laws, rules, or regulations.

7. This Agreement does not constitute an admission of wrongdoing or error by the Parties or either of them with respect to this matter or any other matter.

8. 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.

9. This Agreement shall be construed in accordance with the provisions of the laws of the State of Florida. Venue for any action arising from this Agreement shall lie in Leon County, Florida.

10. This Agreement constitutes the entire agreement between the Parties, including anyone acting for, associated with, or employed by the Parties, concerning all matters, and supersedes any prior discussions, agreements, or understandings. There are no promises, representations, or agreements between the Parties other than as set forth herein. No modification or waiver of any provision shall be valid unless a written amendment to this Agreement is completed and executed by the Parties in the same manner as this Agreement was executed.

11. 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.

12. 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 or other proceedings to which it may be entitled by law, regulation, or rules of the Agency regarding this matter 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 Agreement in any forum now or in the future available to it, including the right to any administrative proceeding, state or federal court action, or any appeal.

13. Provider does hereby discharge the Agency, and its employees, agents, attorneys and representatives, 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 and the Agency's actions herein, including, but not limited to, any claims that were or may be asserted in any state or federal court or administrative forum, including any claims arising out of this Agreement.

14. Each party to this Agreement understands its right to be represented by counsel in this matter. Each party further acknowledges that this Agreement was read and understood by its signatories prior to execution.

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 Agreement, Agency costs in the amount of costs of eight hundred seventy-six dollars and twenty-one cents (\$876.21). This amount is included in paragraph 1.a. above.

16. This Agreement is and shall be deemed jointly drafted and written by the Parties 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 the Parties' successors, assigns, heirs, administrators, representatives, and trustees.

19. All times stated herein are of the essence.

20. This Agreement may be executed in one or more counterparts, with the same effect as if all parties had signed the same document. All such counterparts together will constitute a single agreement.

21. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a PDF version or similar format data file, such signature will create a valid and binding obligation of the party executing the Agreement, or on whose behalf such signature is executed, with the same force and effect as if such facsimile or data file signature page were an original.

22. This Agreement shall be in full force and effect upon execution by the last signatory hereto.

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SIGNATURE PAGE FOLLOWS


JKP ANALYSTS, LLC



Josh Pritchard, Ph.D.
Owner/Authorized Representative of
JKP Analysts, LLC

Dated: 08/30/20, 2020

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



Molly McKinstry
Deputy Secretary for HQA

Dated: 11/24, 2020



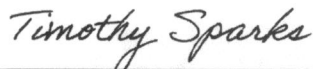
William H. Roberts, Esq.
Acting General Counsel

Dated: 11/18, 2020



Shena L. Grantham, Esq.
MAL & MPI Chief Counsel

Dated: Nov. 6, 2020



Timothy P. Sparks, Esq.
Medicaid Admin. Litigation Counsel

Dated: October 1, 2020



Susan Sapoznikoff, Esq.
Medicaid Admin. Litigation Counsel

Dated: September 25, 2020



Exhibit A

RON DESANTIS
GOVERNOR

MARY C. MAYHEW
SECRETARY

CERTIFIED MAIL No.: 91 7199 9991 7033 6388 5986

August 2, 2019

Provider No.: 017429300
NPI No.: 1366696601
License No.: N/A

JKP Analysts, LLC
PO BOX 536010
Orlando, FL 32853-6010

In Reply Refer to
FINAL AUDIT REPORT
MPI Case No.: 2017-0008327

Dear Provider:

The Agency for Health Care Administration (Agency), Medicaid Program Integrity (MPI), has completed a review of claims for Medicaid reimbursement for dates of service during the period November 1, 2017 through December 31, 2018. A preliminary audit report dated June 19, 2019 was sent to you indicating that we had determined you were overpaid \$170,074.88. Based upon a review of all documentation submitted, we have determined that you were overpaid \$160,725.15 for services that in whole or in part are not covered by Medicaid. Fines of \$32,145.03 and \$2,500.00 have been applied. The cost assessed for this audit is \$758.07. The total amount due is \$196,128.25.

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 \$32,145.03 for violation(s) of Rule 59G-9.070(7)(e), F.A.C.
 - A fine of \$2,500.00 for violation(s) of Rule 59G-9.070(7)(c), 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.

2727 Mahan Drive • Mail Stop #6
Tallahassee, FL 32308
AHCA.MyFlorida.com



Facebook.com/AHCAFlorida
Youtube.com/AHCAFlorida
Twitter.com/AHCA_FL

BACKGROUND

The Agency is designated as the single state agency authorized to make payments for medical assistance and related services under Title XIX of the Social Security Act, otherwise known as the Medicaid program. Pursuant to Section 409.902, F.S., payments shall be made, subject to any limitations or directions provided for in the General Appropriations Act, only for services included in the program, shall be made only on behalf of eligible individuals, and shall be made only to qualified providers in accordance with federal requirements for Title XIX of the Social Security Act and the provisions of state law.

Reimbursement by the State for medical goods or services provided to persons eligible for Medicaid assistance is available when the services are provided in accordance with applicable Medicaid laws, regulations, and policies. Section 409.913, F.S., authorizes the Agency to operate a program to oversee the activities of Florida Medicaid recipients, and providers and their representatives. MPI is the state Medicaid oversight program responsible for conducting reviews, investigations, and/or audits to determine possible fraud, abuse, overpayment, or recipient neglect in the Medicaid program.

PURPOSE AND SCOPE

The purpose of this audit is to conduct a review of paid claims information and any Medicaid-related records maintained during the aforementioned audit period that you submitted to MPI in order to determine compliance with applicable Medicaid laws, regulations, and policy. The review and the determination of overpayment were made in accordance with the provisions of Section 409.913, F.S.

As a Medicaid provider, you are obligated to comply fully with all state and federal laws, rules, regulations, and statements of policy applicable to the Medicaid program, including the Medicaid Provider Handbooks issued by the Agency and all applicable federal, state, and local laws pertaining to licensure. Below is a discussion of the particular findings related to MPI's 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.

FINDINGS

The findings were determined in accordance with the provisions in Section 409.907, F.S., Section 409.913, F.S., Rule 59G-5.020, F.A.C., and Rule 59G-4.125, F.A.C.

Section 409.913(1)(a)(1.) states "Abuse" means: Provider practices that are inconsistent with generally accepted business or medical practices and that result in an unnecessary cost to the Medicaid program or in reimbursement for goods or services that are not medically necessary or that fail to meet professionally recognized standards for health care.

Section 409.913(1)(a)(2.)(e), F.S., states as follows: "Overpayment" includes any amount that is not authorized to be paid by the Medicaid program whether paid as a result of inaccurate or improper cost reporting, improper claiming, unacceptable practices, fraud, abuse, or mistake.

1. A review of the information you provided in response to the Agency's inquiry indicates that there were billings and payments received by you for services purportedly rendered by an individual(s) who ceased to work or never worked for your group on the date of service for the claim(s) submitted. Payments made to you for a group member or individual who did not work for you on the service date are considered an overpayment.
2. The Florida Medicaid Provider General Handbook, page 1-2, states that only health care providers that meet the conditions of participation and eligibility requirements and are enrolled in Medicaid may provide and be reimbursed for rendering Medicaid-covered services. The Florida Medicaid Behavior Analysis Services Coverage Policy, Rule 59G-4.125, F.A.C., Section 3.0, states that providers must meet the qualifications specified in this policy in order to be reimbursed for Florida Medicaid BA [behavior analysis] services. Payments for Florida Medicaid Behavior Analysis Services rendered by an individual determined not to meet the qualifications or for whom documentation was insufficient to determine eligibility are considered an overpayment.

PROVIDER RIGHTS

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.

If you are not in bankruptcy and you concur with our findings, remit by certified check in the amount of \$196,128.25, 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 that

you legibly record on your check your Medicaid provider number and the MPI Case No. 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. The Final Audit Report constitutes a probable cause determination by the Agency that you were overpaid by the Medicaid program. This correspondence is being sent to the address last shown on your provider enrollment file in compliance with Section 409.913(6), F.S. Thus, 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 Rule 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 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.**

Section 409.913(12), F.S., provides exemptions from the provisions of Section 119.07(1), F.S., for the complaint and all information obtained pursuant to an investigation of a Medicaid provider relating to an allegation of fraud, abuse, or neglect. The Agency has made the determination that your violation(s) of Medicaid policy constitute fraud or abuse as referenced in Section 409.913, F.S. Thus, all information obtained pursuant to this review is confidential and exempt from the provisions of Section 119.07(1), F.S., until the Agency takes final agency action with respect to the provider and requires repayment of any overpayment or imposes an administrative sanction by Final Order.

JKP Analysts, LLC
Provider No.: 017429300
MPI Case No.: 2017-0008327
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Any questions you may have about this matter should be directed to: Stephanie Gregie, MPI 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 or email at Stephanie.gregie@ahca.myflorida.com.

Sincerely,



Ms. Robi Olmstead
AHCA Administrator
Medicaid Program Integrity

RO/sg/jc

Enclosure(s)

Copies furnished to:

Bureau of Financial Services (Interoffice mail)	Division of Health Quality Assurance Bureau of Central Services (Electronic Mail) CSMU-86@ahca.myflorida.com
Division of Health Quality Assurance Health Facility Regulation (Electronic Mail) BHFR@ahca.myflorida.com	

Notice: Section 409.913(16), Florida Statutes (F.S.), provides the authority for the Agency to impose the sanction of termination for cause if a provider voluntarily relinquishes its Medicaid provider number or an associated license, or allows the associated licensure to expire after receiving written notice that the Agency is conducting, or has conducted, an audit, survey, inspection, or investigation and that a sanction of suspension or termination will or would be imposed for noncompliance discovered as a result of the audit, survey, inspection, or investigation. This is notice that the Agency is conducting an audit, survey, inspection, or investigation within the meaning of 409.913(16), F.S. Accordingly, if you voluntarily terminate your Medicaid provider number, voluntarily relinquish an associated license, or allow an associated license to expire following receipt of this notice but prior to the conclusion of this audit, survey, inspection, or investigation, said action will result in the imposition of the sanction of termination for cause from the Medicaid program.

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
E-File Website: <http://apps.ahca.myflorida.com/Efile>

Petitions for hearing filed pursuant to the administrative process of Chapter 120, Florida Statutes may be filed with the Agency by U.S. mail or courier sent to the Agency Clerk at the address listed above, by hand delivery at the address listed above, by facsimile transmission to (850) 921-0158, or by electronic filing through the Agency's website at <http://apps.ahca.myflorida.com/Efile>.

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.

Final Audit Report Payment Stub

If you **choose to make payment and do not wish to request a hearing**, please return this page along with your check to:

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	JKP Analysts, LLC
Provider ID	017429300
MPI Case Number	2017-0008327
Overpayment Amount	\$196,128.25
Check Number	

Any questions you may have about this matter should be directed to: **Stephanie Gregie**, telephone (850) 412-4600, facsimile (850) 410-1972. Email contact is Stephanie.Gregie@AHCA.myflorida.com.

Payment for Medicaid Program Integrity Audit

