

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

FILED
AHCA
AGENCY CLERK

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

2022 SEP 23 P 12: 53

Petitioner,

vs.

MY FLORIDA CASE MANAGEMENT
SERVICES LLC.,

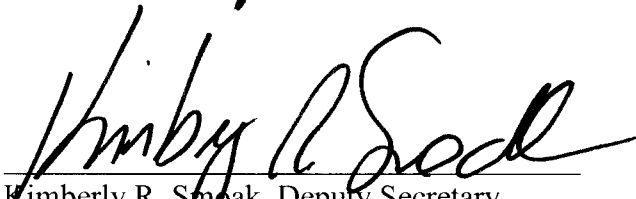
Respondent.

DOAH CASE NO.: 22-0501MPI
MPI CASE NO.: 2019-0016728
PROVIDER ID.: 009572100
NPI NO.: 1982010880
LICENSE NO.: N/A
RENDITION NO.: AHCA-22-669-S-MDO

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 23rd day of September 2022, in Tallahassee,
Leon County, Florida.



Kimberly R. Smoak, Deputy Secretary
Division of Health Quality Assurance
Agency for Health Care Administration

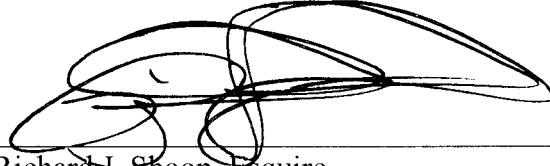
A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO A JUDICIAL REVIEW WHICH SHALL BE INSTITUTED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE AGENCY CLERK OF AHCA, AND A SECOND COPY ALONG WITH THE FILING FEE AS PRESCRIBED BY LAW, WITH THE DISTRICT COURT OF APPEAL IN THE APPELLATE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

<p>My Florida Case Management Services LLC 1470 NW 107th Avenue, Suite M Sweetwater, FL 33172-2735 (U.S. Mail)</p>	<p>Erin Ferber, Esquire Nicholson Eastin Erin@NicholsonEastin.com (Electronic Mail)</p>
<p>Kelly Bennett, Chief MPI Division of Health Quality Assurance Medicaid Program Integrity Kelly.Bennett@ahca.myflorida.com (Electronic Mail)</p>	<p>Bernard Hudson, Bureau Chief Division of Health Quality Assurance Bureau of Health Facility Regulation BHFR@ahca.myflorida.com (Electronic Mail)</p>
<p>Andrew Sheeran, Esquire Acting General Counsel Office of the General Counsel Andrew.Sheeran@ahca.myflorida.com (Electronic Mail)</p>	<p>Sonya Smith, Bureau Chief Bureau of Financial Services Sonya.Smith@ahca.myflorida.com (Electronic Mail)</p>
<p>Shena L. Grantham, Esquire MAL & MPI Chief Counsel Office of the General Counsel Shena.Grantham@ahca.myflorida.com (Electronic Mail)</p>	<p>Katrina.Derico-Harris, MAR Unit Mgr. Medicaid Accounts Receivables Unit Bureau of Financial Services Katrina.Derico-Harris@ahca.myflorida.com (Electronic Mail)</p>
<p>Ryan Fitch, Chief Central Services Division of Health Quality Assurance Bureau of Central Services CSMU-86@ahca.myflorida.com (Electronic Mail)</p>	<p>Cheryl Travis, Bureau Chief Bureau of Medicaid Fiscal Agent Operations Cheryl.Travis@ahca.myflorida.com (Electronic Mail)</p>
<p>Pamela Hull, Bureau Chief Medicaid Plan Management Operations Pamela.Hull@ahca.myflorida.com (Electronic Mail)</p>	<p>Erica Baker, Government Analyst II Bureau of Plan Management Operations Erica.Baker@ahca.myflorida.com (Electronic Mail)</p>
<p>Susan Sapoznikoff Medicaid Admin. Litigation Counsel Office of the General Counsel Susan.Sapoznikoff@ahca.myflorida.com (Electronic Mail)</p>	

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Order has been furnished to the above-named addressees by U.S. Mail or other designated method on this 13th day of September 2022.



Richard J. Shoop, Esquire
Agency Clerk
State of Florida
Agency for Health Care Administration
2727 Mahan Drive, MS #3
Tallahassee, Florida 32308-5407
(850) 412-3689/FAX (850) 921-0158

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

STATE OF FLORIDA, AGENCY FOR
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MY FLORIDA CASE MANAGEMENT
SERVICES, LLC.,

Respondent.

_____ /

DOAH CASE NO.: 22-0501MPI
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SETTLEMENT AGREEMENT

Petitioner, **STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION**, (“AHCA” or “Agency”), and Respondent, **MY FLORIDA CASE MANAGEMENT SERVICES, LLC.**, (“Provider”), 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 0095721 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 or on behalf of Provider for the period January 1, 2016, through December 31, 2017, (“the audit period”); and

WHEREAS, in its Final Audit Report (“FAR”) dated January 6, 2022, (attached without exhibits as **Exhibit A** and incorporated by reference), the Agency notified Provider that a review of claims for Medicaid reimbursement for dates of service during the audit period, performed by MPI, indicated that certain claims, in whole or in part, were inappropriately paid by Medicaid; and

WHEREAS, AHCA sought repayment of the overpayment, in the amount of three hundred seventy-four thousand nine hundred twenty-four dollars and zero cents (\$374,924.00); and

WHEREAS, the Agency additionally applied a sanction 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 seventy-four thousand nine hundred eighty-four dollars and eighty cents (\$74,984.80) for violations of Rule 59G-9.070(7)(e), Florida Administrative Code; and

WHEREAS, the Agency also sought to recover its costs in the amount of eight thousand four hundred twenty-one dollars and twelve cents (\$8,421.12) pursuant to section 409.913(23)(a), Florida Statutes; and

WHEREAS, the total amount due was four hundred fifty-eight thousand three hundred twenty-nine dollars and ninety-two cents (\$458,329.92); and

WHEREAS, in response to the FAR Provider timely filed a Petition for a Formal Administrative Hearing (attached without exhibits as **Exhibit B** and incorporated by reference); 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, fine, and costs arising from the above-referenced audit.

a. Provider agrees to pay AHCA the sum of three hundred seventy-four thousand nine hundred twenty-four dollar and zero cents (\$374,924.00) (“total settlement amount due”), which includes the overpayment in the amount of three hundred seventy-four thousand nine hundred twenty-four dollar and zero cents (\$374,924.00) and waivers of the sanction and costs.

b. No later than October 1, 2022, Provider shall make the first of two front-load payments of thirty-five thousand dollars (\$35,000.00). Any monies collected by the Agency’s Bureau of Financial Services shall be used to offset the front-load payment. As of September 2, 2022, the Agency’s Bureau of Financial Services has collected five thousand three hundred fourteen dollars and zero cents (\$5,314.00). No interest applies to this front-load payment.

c. By no later than November 1, 2022, Provider shall make the second of two front-load payments of thirty-five thousand dollars (\$35,000.00).

d. Beginning December 1, 2022, and continuing on the 1st day of each subsequent month, Provider agrees to submit twenty-two (22) monthly payments of twelve thousand dollars and zero cents (\$12,000.00) and one (1) final balloon payment of eighty-one thousand six hundred forty dollars and seventeen cents (\$81,640.17). 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 C** and incorporated by reference.

e. 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.

f. 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 this Agreement shall constitute the withdrawal of its Petition for Formal Administrative Hearing.

3. Provider agrees that it 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.

4. 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**

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

6. 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.

7. The Parties 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 laws, rules, or regulations.

8. Failure or delay by the Agency to enforce any specific provision of this Agreement shall not be construed as, or act as, a waiver of the that provision and does not preclude the Agency from enforcing that provision at any time.

9. This Agreement does not constitute an admission of wrongdoing or error by either party.

10. The Parties acknowledge this Agreement neither waives, compromises, restricts, or settles any past, present, or future violations of any criminal law by Provider, its officers or employees, nor does it resolve any action, other than MPI case number 2019-0016728, initiated against Provider, its officers or employees, by any person or entity.

11. The signatories to this Agreement, acting in a representative capacity, represent that they are duly authorized to enter into this Agreement on behalf of the respective parties.

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

13. This Agreement constitutes the entire agreement between the Parties, including anyone acting for, associated with, or employed by the Parties, concerning this matter, 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.

14. This is an agreement of settlement and compromise, made in recognition that the Parties may have different or incorrect understandings, information, and contentions as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of

its understandings, information, and contentions as to facts and law, so that no misunderstanding or misinformation shall be a ground for rescission hereof.

15. Provider expressly waives in this matter Provider's 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. 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.

16. 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, 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.

17. 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.

18. The Parties agree to bear their own attorney's fees and costs.

19. 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.

20. 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.

21. This Agreement shall inure to the benefit of and be binding on the Parties' successors, assigns, heirs, administrators, representatives, and trustees.

22. All times stated are of the essence.

23. 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.

24. The Parties agree that if this Agreement has been signed with a digital signature or an electronic signature by any signatory, such signature shall be legally valid and enforceable, and have the same force and effect as a written signature, to the fullest extent permitted by Florida's Electronic Signature Act of 1996, Chapter 668, Florida Statutes.

25. 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 on 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.

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

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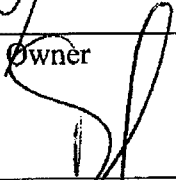
SIGNATURE PAGES FOLLOW

**MY FLORIDA CASE MANAGEMENT
SERVICES, LLC**

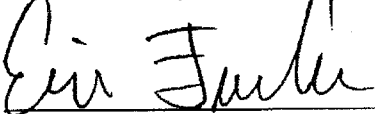


Ana T. Del Pino, Owner

Dated: 9/12/2022



Delvis Leon Quintana, Owner



Erin Ferber, Esquire
Attorney for Respondent

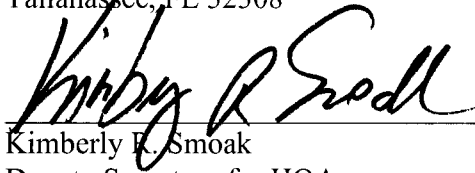
Dated: 9/19/2022

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AHCA SIGNATURE PAGE FOLLOWS

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

2727 Mahan Drive, Bldg. 3, Mail Stop #3
Tallahassee, FL 32308



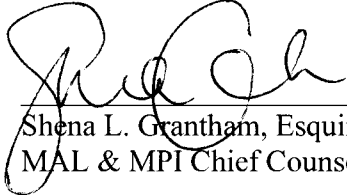
Kimberly E. Smoak
Deputy Secretary for HQA

Dated: 9/23/2022



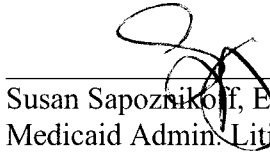
Andrew Sheeran, Esquire
Acting General Counsel

Dated: 9/21/2022



Shena L. Grantham, Esquire
MAL & MPI Chief Counsel

Dated: 9/20/22



Susan Sapoznikoff, Esquire
Medicaid Admin. Litigation Counsel

Dated: September 20, 2022

EXHIBIT A



RON DESANTIS
GOVERNOR

SIMONE MARSTILLER
SECRETARY

Federal Express Mail No.: 8138 8087 9165

January 6, 2022

Provider No.: 009572100
NPI No.: 1982010880
License No.: N/A

MY FLORIDA CASE MANAGEMENT SERVICES, L.L.C.
1470 NW 107TH AVE STE M
SWEETWATER, FL 33172-2735

In Reply Refer to
FINAL AUDIT REPORT
MPI Case No.: 2019-0016728

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 January 1, 2016, through December 31, 2017. A preliminary audit report dated December 7, 2021, was sent to you indicating that we had determined you were overpaid \$374,924.00. Based upon a review of all documentation submitted, we have determined that you were overpaid \$374,924.00 for services that in whole or in part are not covered by Medicaid. A fine of \$74,984.80 has been applied. The cost assessed for this audit is \$8,421.12. The total amount due is \$458,329.92.

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 \$74,984.80 for violation(s) of Rule 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.

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

1. Page 2-27 of the 2014 Community Behavioral Health Services Coverage and Limitations handbook describes what types of community behavioral health providers can provide psychosocial rehabilitation services. Pages 1-4 through 1-9 describe the minimum qualifications of each type of provider. Persons who render psychosocial rehabilitation services must, at a minimum, have received specific training, certification, and/or hold a human services related bachelor's degree. A review of your records revealed that some employees with non-human services bachelor's degrees lacked required training or certification in order to be eligible to render this service. (Emp Elig - Employee Eligibility)

My Florida Case Management Services, L.L.C.

Provider No.: 009572100

MPI Case No.: 2019-0016728

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2. The 2014 Florida Medicaid Community Behavioral Health Services Coverage and Limitations Handbook, pages 2-26 and 2-27, describe who can receive community support and rehabilitative services. Specifically, it states that psychosocial rehabilitation services are appropriate for recipients who exhibit symptoms of sufficient severity to bring about significant impairment in day to day personal, social, pre-vocational, and educational functioning. Furthermore, page 2-27 states that these services are intended to restore an individual's functioning so that independent living and successful life management can be achieved. In addition, page 2-1 of the handbook describes Rule 59G-1.010 (166), which defines the conditions of medical necessity, and specifies that services should be individualized, not be in excess of a recipient's needs, and should reflect the level of service for which no equally effective and less costly treatment is available. The 2012 Florida Medicaid Provider General Handbook, page 5-4, further specifies provider responsibilities, and states that services must be of a quality comparable to those furnished by the provider's peers, and are documented by records that demonstrate the medical necessity for the services rendered. A review of your records by a peer consultant in accordance with Sections 409.913 and 409.9131, F.S. revealed that the services provided were excessive, not appropriate to the needs of the population served, and that the documentation did not support the medical necessity of the services. (NMN-No Medical Necessity/Insuf Doc – Insufficient Documentation)
3. The 2012 Florida Medicaid Provider General Handbook, pages 2-62, states that Medicaid payments for services that lack required documentation will be recouped. In addition, the Community Behavioral Health Services Coverage and Limitations Handbook, page 2-4, states that providers must maintain documentation to support each service for which Medicaid reimbursement is requested. A review of your records revealed that the documentation for some services for which you billed and received payment was not provided. Payments made to you for these services are considered an overpayment. (No Doc – No Documentation)

OVERPAYMENT CALCULATION USING TWO-STAGE CLUSTER SAMPLING

The overpayment was calculated as follows:

In view of the average number of claims per recipient, two-stage cluster sampling was used. The population of claims for which the overpayment was determined are those having dates of service from January 1, 2016, through December 31, 2017. First, a random sample of recipients for whom you submitted claims was taken. Then a random sample of claims from each of those recipients was taken. Any overpayments for each of the claims in the latter sample were determined. The overpayment in the sample was extended to the population of claims using generally accepted statistical methods. The formula for the total overpayment in the population is:

Point estimate of the population total overpayment is:

My Florida Case Management Services, L.L.C.

Provider No.: 009572100

MPI Case No.: 2019-0016728

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$$\hat{t} = N \frac{\sum_{i=1}^n M_i \bar{y}_i}{n}$$

Where

N = the number of recipients in the population

M_i = the number of claims for recipient i

\bar{y}_i = the mean overpayment for the i th recipient

n = the number of recipients in the first stage sample

The values of overpayment and number of claims for each recipient in the sample are shown on the attachment entitled "Second Level Overpayment Calculation." From the above statistical formula and related formulas, which are generally accepted for this purpose, we have calculated that the overpayment to you is \$380,382.85 with a ninety-five percent (95%) probability that it is that amount or more. Because the statistical analysis identified an overpayment amount in excess of the total amount paid to you for the universe of claims (\$374,924.00), we are assessing an overpayment of \$374,924.00, the lesser of the two amounts.

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 \$458,329.92, which includes the overpayment amount as well as any fines applied 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:

Financial Services - 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

My Florida Case Management Services, L.L.C.

Provider No.: 009572100

MPI Case No.: 2019-0016728

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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.

Any questions you may have about this matter should be directed to: **Stephanie Gregic, Government Operations Consultant III, Agency for Health Care Administration, Medicaid Program Integrity, 2727 Mahan Drive, Mail Stop #6, Tallahassee, Florida 32308-5403, please email at Stephanie.Gregic@AHCA.myflorida.com.**

Sincerely,



Jennifer Ellingsen, FCCM
AHCA Administrator
Medicaid Program Integrity
Agency for Health Care Administration

My Florida Case Management Services, L.L.C.
Provider No.: 009572100
MPI Case No.: 2019-0016728
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JE/sg/js

Enclosure(s)

Bureau of Financial Services
(Electronic Mail)

Division of Health Quality Assurance
Bureau of Health Facility Regulation
(Electronic Mail)
BHFR@ahca.myflorida.com

Division of Health Quality Assurance
Bureau of Central Services
(Electronic Mail)
CSMU-86@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.

My Florida Case Management Services, L.L.C.
Provider No.: 009572100
MPI Case No.: 2019-0016728
Page 8

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	My Florida Case Management, L.L.C.
Provider ID	009572100
MPI Case Number	2019-0016728
Overpayment Amount	\$458,329.92
Check Number	

Any questions you may have about this matter should be directed to: Stephanie Gregie, telephone (850) 412-4568, facsimile (850) 410-1972. Email contact is Stephanie.Gregie@AHCA.myflorida.com.

Payment for Medicaid Program Integrity Audit

EXHIBIT B

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA,
AGENCY FOR HEALTH CARE
ADMINISTRATION,

MPI Case No.: 2019-0016728
Provider No.: 009572100

Petitioner,

v.

MY FLORIDA CASE MANAGEMENT
SERVICES, LLC,

Respondent.

REQUEST FOR FORMAL ADMINISTRATIVE HEARING

Respondent, MY FLORIDA CASE MANAGEMENT SERVICES, LLC, (“MFCMS” or “Respondent”), by and through undersigned counsel, petitions the FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION (“AHCA”) for a Formal Administrative Hearing (the “Request”) pursuant to §§ 120.569 and 120.57, *Florida Statutes*, through which MFCMS may challenge AHCA’s FINAL AUDIT REPORT (hereinafter “FAR”) dated January 6, 2022, MPI Case No.: 2019-0016728. MFCMS timely files this Request in accordance with Rule 28-106.201, Florida Administrative Code (hereinafter “F.A.C.”), as explained more fully below, and in support of its Request states:

PARTIES

1. MFCMS is a Florida licensed Health Care Clinic, license number: 12044, that provides targeted case management services, among other things. MFCMS’ principal place of business is located at 1470 NW 107th Ave., Ste. M, Sweetwater, FL 33172-2735. Its provider number is 009572100. For the purposes of this Request, MFCMS’ address and telephone number are that of the undersigned counsel.

2. The agency affected by this Request is the Florida Agency for Health Care Administration, Office of Inspector General, Bureau of Medicaid Program Integrity. Its address is 2727 Mahan Drive, MS #6, Tallahassee, Florida 32308.

SUBSTANTIAL INTERESTS

3. On January 6, 2022, AHCA released a FAR in which it alleged that Respondent violated section 409.913, *Florida Statutes* (oversight of the integrity of the Medicaid program). A copy of the FAR is attached as Exhibit 1.

4. MFCMS received the FAR by mail on January 11, 2022, and timely files this Request within twenty-one (21) days, as required by Florida law.

5. MFCMS' substantial interests are affected by AHCA's actions in that such action could result in a substantial overpayment and imposition of costs and fees or possible termination of MFCMS' participation in the Medicaid program, which would impair MFCMS' future ability to provide services to its patients.

DISPUTED ISSUES OF MATERIAL FACT

6. MFCMS disputes the material facts alleged in the FAR and in the audit work papers attached, listing the claims that are affected by the determination.

7. MFCMS disputes AHCA's purported factual basis supporting its decision to impose fines and costs totaling \$74,984.80 pursuant to 409.913(15), (16), (17), and (23), *Florida Statutes*, and Rule 59G-9.070, F.A.C.

8. MFCMS disputes that some employees with non-human services bachelor's degrees lacked required training or certification in order to be eligible to render services.

9. MFCMS disputes that the services provided were excessive, not appropriate to the needs of the population served, and that the documentation did not support the medical necessity of the services.

10. MFCMS disputes that the documentation for some services for which MFCMS billed and received payment was not provided.

11. MFCMS disputes that a valid statistical formula for sampling to calculate the amount due the AHCA was used and that a true random sample was used as a basis for the overpayment.

ULTIMATE FACTS ENTITLING MFCMS TO RELIEF

12. The ultimate facts alleged, which will be established at the hearing in this matter, are that MFCMS' medical documentation is legible, detailed and comprehensive. The services provided, and which are the subject of the FAR, were provided in accordance with Medicaid policy, including all documentation requirements.

13. The ultimate facts alleged, which will be established at the hearing in this matter, are that the employees of MFCMS with non-human services bachelor's degrees had the required training or certification in order to be eligible to render services at issue in accordance with Medicaid policy.

14. The ultimate facts alleged, which will be established at the hearing in this matter, are that the services provided and at issue were not excessive, were appropriate for the needs of the population served, and the documentation did support the medical necessity of the services as required by Medicaid policy.

15. The ultimate facts alleged, which will be established at the hearing in this matter, are that MFCMS provided documentation requested by AHCA for all services for which MFCMS billed and received payment.

16. The ultimate facts alleged, which will be established at the hearing in this matter, are that AHCA's interpretation of section 409.913, *Florida Statutes*, and Medicaid program procedure codes, descriptions, policies, limitations and requirements found in the Medicaid provider handbooks is erroneous and misapplied.

17. The ultimate facts alleged, which will be established at the hearing in this matter, are that MFCMS is a highly regarding provider of case management services under new ownership and

STATUTES ENTITLING MFCMS TO RELIEF

18. The statutes and rules entitling MFCMS to relief include, but are not limited to, chapters 120, 394, and 409, *Florida Statutes*, and Titles 28, 59 and 64 of the Florida Administrative Code.

WHEREFORE, MFCMS, respectfully requests:

- a. That this Request be referred to the Division of Administrative Hearings for the scheduling of a formal hearing before an Administrative Law Judge;
- b. That a formal administrative hearing be conducted pursuant to sections 120.569 and 120.57, *Florida Statutes*;
- c. That the Administrative Law Judge enter a Recommended Order determining that the allegations of the FAR against MFCMS are not legally or factually justified, and that MFCMS did not violate section 409.913, *Florida Statutes*, or the Medicaid program

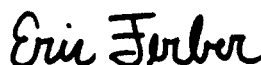
procedure codes, descriptions, policies, limitations and requirements found in the Medicaid provider handbooks;

d. That AHCA issue a Final Order adopting the Administrative Law Judge's Recommended Order in accordance with the relief requested herein;

e. That MFCMS be awarded attorneys' fees and costs in accordance with sections 57.111 and/or 120.595, *Florida Statutes*, or other appropriate authority; and

f. That MFCMS be granted such other relief as is deemed just and appropriate.

RESPECTFULLY SUBMITTED this 31st day of January, 2022.

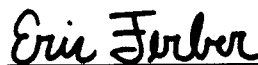


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Facsimile: (954) 634-4418
Attorneys for MFCMS

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the foregoing Request has been electronically filed via:

<http://apps.ahca.myflorida.com/Efile> this 31st day of January, 2022.



Erin M. Ferber

EXHIBIT C

AGENCY FOR HEALTH CARE ADMINISTRATION AMORTIZATION SCHEDULE

MY FLORIDA CASE MANAGEMENT SERVICES, L.L.C. /Provider #009572100/Case No. 2019-0016728

LOAN DATA	
Past Due Balance: \$324,924.00	Table starts at date: 9/1/2022
Annual int rate: 10.00%	or payment number: 1
Term in years: 2	
Payments per year: 12	MAR # 28406
First payment due: 9/1/2022	
CALCULATED PAYMENT	
Entered payment:	
Calculated payment: \$14,993.59	
AMOUNT USED	
Monthly Pmt Used: \$14,993.59	\$324,924.00
1st Pmt in Table: 1	Cumulative interest prior to payment 1: \$0.00

Table

Pmt No.	Payment Due Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest	Payment Amount	Date Paid
INT.	8/1/2022	374,924.00	0.00	50,000.00	324,924.00	0.00	50,000.00	
1	9/1/2022	324,924.00	2,707.70	12,285.89	312,638.11	2,707.70	14,993.59	
2	10/1/2022	312,638.11	2,605.32	12,388.27	300,249.84	5,313.02	14,993.59	
3	11/1/2022	300,249.84	2,502.08	12,491.51	287,758.33	7,815.10	14,993.59	
4	12/1/2022	287,758.33	2,397.99	12,595.60	275,162.73	10,213.09	14,993.59	
5	1/1/2023	275,162.73	2,293.02	12,700.57	262,462.16	12,506.11	14,993.59	
6	2/1/2023	262,462.16	2,187.18	12,806.41	249,655.75	14,693.29	14,993.59	
7	3/1/2023	249,655.75	2,080.46	12,913.13	236,742.63	16,773.76	14,993.59	
8	4/1/2023	236,742.63	1,972.86	13,020.73	223,721.89	18,746.61	14,993.59	
9	5/1/2023	223,721.89	1,864.35	13,129.24	210,592.65	20,610.96	14,993.59	
10	6/1/2023	210,592.65	1,754.94	13,238.65	197,354.00	22,365.90	14,993.59	
11	7/1/2023	197,354.00	1,644.62	13,348.97	184,005.03	24,010.52	14,993.59	
12	8/1/2023	184,005.03	1,533.38	13,460.21	170,544.81	25,543.89	14,993.59	
13	9/1/2023	170,544.81	1,421.21	13,572.38	156,972.43	26,965.10	14,993.59	
14	10/1/2023	156,972.43	1,308.10	13,685.49	143,286.94	28,273.20	14,993.59	
15	11/1/2023	143,286.94	1,194.06	13,799.53	129,487.41	29,467.26	14,993.59	
16	12/1/2023	129,487.41	1,079.06	13,914.53	115,572.88	30,546.32	14,993.59	
17	1/1/2024	115,572.88	963.11	14,030.48	101,542.40	31,509.43	14,993.59	
18	2/1/2024	101,542.40	846.19	14,147.40	87,395.00	32,355.62	14,993.59	
19	3/1/2024	87,395.00	728.29	14,265.30	73,129.70	33,083.91	14,993.59	
20	4/1/2024	73,129.70	609.41	14,384.18	58,745.52	33,693.32	14,993.59	
21	5/1/2024	58,745.52	489.55	14,504.04	44,241.48	34,182.87	14,993.59	
22	6/1/2024	44,241.48	368.68	14,624.91	29,616.57	34,551.55	14,993.59	
23	7/1/2024	29,616.57	246.80	14,746.79	14,869.78	34,798.35	14,993.59	
24	8/1/2024	14,869.78	123.91	14,869.78	0.00	34,922.27	14,993.69	