

Meeting Date
April 28, 2015



AGENDA	
Section	Consent
Item No.	II.D.2

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	SETTLEMENT OF AHCA CLAIM FOR OVERPAYMENT AND SANCTIONS RELATED TO EMS MEDICAID BILLINGS Fiscal Impact: \$14,914.13
DEPT/OFFICE:	FIRE RESCUE ("BCFR")

Requested Action:

It is requested that the Board of County Commissioners approve the attached Settlement Agreement with the State of Florida, Agency for Health Care Administration ("AHCA").

Summary Explanation & Background:

A 2013 Medicaid audit of BCFR Medicaid claims dating back to 2008 indicated that certain claims, in whole or in part, were inappropriately paid by Medicaid. As a whole, these alleged overpayments were related to actual care rendered by BCFR paramedics which the auditors believed represented a higher standard of care than was needed.

AHCA sought repayment of alleged overpayments in the amount of \$70,244.06. AHCA further assessed sanctions in the amount of \$14,048.81 related to the alleged inappropriate claims. In response to the audit report dated August 26, 2013, the County filed a Petition for Informal Administrative Hearing.

After reviewing the matter with BCFR, its billing representative, and the County Medical Director, AHCA agreed with BCFR's position regarding many of the disputed patient care reports, and determined that the actual overpayment amount was \$14,914.13 – a reduction of \$55,329.93. Further, the sanctions were reduced to \$2,982.83, and costs imposed in the amount of \$2,584.20; BCFR's billing vendor, Intermedix, agrees to compensate BCFR for the sanctions and costs in the amount of \$5,567.03.

AHCA and BCFR have preliminarily agreed to settle the administrative hearing, and the alleged overpayment, fine, and costs arising from the subject audit review, for the total sum of \$20,481.16. Because AHCA preliminarily collected the total alleged overpayment amount of \$70,244.06 from BCFR, resolution of the matter will result in a refund to BCFR of \$49,762.90.

The attached Settlement Agreement does not constitute an admission of wrongdoing or error. Rather, it represents a negotiated resolution to AHCA's overpayment claims.


Fiscal Impact: \$14,914.13

Contact: Mark Schollmeyer, Fire Chief/Director 633-2056 mark.schollmeyer@brevardcounty.us

Clerk to the Board Instructions:

Exhibits Attached: Settlement Agreement

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Assistant County Manager, Mel Scott	Department Director / Extension
Stockton Whitten	Assistant County Manager, Venetta Valdengo	 Mark Schollmeyer, Fire Chief/Director Brevard County Fire Rescue

FILE

LAST



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

April 29, 2015

MEMORANDUM

TO: Chief Mark Schollmeyer, Fire Rescue Director

RE: Item II.D.2., Approval of Settlement Agreement of Agency for Health Care Administration (AHCA) Claim for Overpayment and Sanctions Related to EMS Medicaid Billings

The Board of County Commissioners, in regular session on April 28, 2015, executed Settlement Agreement with the State of Florida agency for Health Care Administration for settlement of AHCA claim for overpayment and sanctions related to EMS Medicaid billings. Enclosed is the original executed Settlement Agreement with the State of Florida. **Upon execution by the Agency for Health Care Administration, please return a fully-executed copy of the Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

/kg

Encl. (1)

cc: Contracts Administration
Finance
Budget

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

FILED
AHCA
AGENCY CLERK

2015 JUL 27 P 12:20

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

BREVARD CO-BOARD OF COUNTY
COMMISSIONERS,

Respondent.

AHCA CASE NO.: 13-520PH

CASE NO.: 14-0615MPI

PROVIDER NO.: 088137600

C.I. NO.: 12-0013-000

MPI CASE NO.: 2015-0000095

NPI NO.: 1194821595


LICENSE NO.: 002572

RENDITION NO.: AHCA- 15 - 0429 -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, attached as Exhibit "1." Based on the foregoing, this file is CLOSED.

DONE and ORDERED on this the 23rd day of July, 2015, in Tallahassee, Florida.


ELIZABETH DUDEK, SECRETARY
Agency for Health Care Administration

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO A JUDICIAL REVIEW WHICH SHALL BE INSTITUTED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE AGENCY CLERK OF AHCA, AND A SECOND COPY ALONG WITH FILING FEE AS PRESCRIBED BY LAW, WITH THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE AGENCY MAINTAINS ITS HEADQUARTERS OR WHERE A PARTY RESIDES. REVIEW PROCEEDINGS SHALL BE CONDUCTED IN ACCORDANCE WITH THE FLORIDA APPELLATE RULES. THE NOTICE OF APPEAL MUST BE FILED WITHIN 30 DAYS OF RENDITION OF THE ORDER TO BE REVIEWED.

Copies furnished to:

Matt Strickland
AHCA Investigator
Medicaid Program Integrity
(Interoffice Mail)

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

Joe McClosky
VP and Compliance Officer
6451 North Federal Highway, Suite 1000
Fort Lauderdale, Florida 33308
(U.S. Mail)

Kelly Bennett, Chief
Medicaid Program Integrity
(Interoffice Mail)

Shena Grantham, Esquire
Agency for Health Care
Administration
(Interoffice Mail)

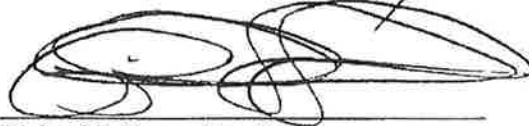
Bureau of Health Quality Assurance
(Interoffice Mail)

Eric Miller, Inspector General
Medicaid Program Integrity
(Interoffice Mail)

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the above named addressees by U.S. Mail on this the 27th day of July, 2015.



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

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

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

Petitioner,

vs.

**BREVARD CO-BOARD OF COUNTY
COMMISSIONERS, *and***

**AHCA CASE NO.: 13-520PH
CASE NO.: 14-0615MPI
PROVIDER NO.: 0881376-00
C.I. NO.: 12-0013-000
NPI NO.: 1194821595
LICENSE NO.: 002572**

Respondent.

SETTLEMENT AGREEMENT

Petitioner, the STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION (“AHCA” or “the Agency”), and Respondent, BREVARD COUNTY BOARD OF COUNTY COMMISSIONER, (“PROVIDER”), by and through the undersigned, hereby stipulate and agree as follows:

1. This parties enter into this agreement for the purpose of memorializing the resolution of this matter.
2. PROVIDER is a Medicaid provider in the State of Florida, Provider No. 0881376-00, and was a provider during the audit period.
3. In its Final Audit Report, dated August 26, 2013, the Agency notified PROVIDER that a review of Medicaid claims performed by the Agency’s Office of Inspector General, Bureau of Medicaid Program Integrity (“MPI”), indicated that certain claims, in whole or in part, were inappropriately paid by Medicaid. The Agency sought repayment of the overpayment, in the amount of seventy thousand, two hundred forty-four dollars and six cents (\$70,244.06).

Additionally, the Agency applied sanctions in accordance with Sections 409.913(15), (16) and (17), Florida Statutes, and Rule 59G-9.070(7), Florida Administrative Code. Specifically, the Agency assessed the following sanctions against PROVIDER: a fine in the amount of fourteen thousand, forty-eight dollars and eighty-one cents (\$14,048.81) for violation(s) of Rule 59G-9.070(7) (e), Florida Administrative Code, and costs in the amount of one thousand, eight hundred thirty-four dollars and twenty cents (\$1,834.20) pursuant to Section 409.913 (23)(a), Florida Statutes. The total amount due was eighty-six thousand, one hundred twenty-seven dollars and seven cents (\$86,127.07).

4. In response to the audit report dated August 26, 2013, PROVIDER filed a Petition for Informal Administrative Hearing.

5. Subsequent to the original audit that took place in this matter, and after reviewing further documentation and a PEER-Provider meeting, the Agency determined that the overpayment amount should be adjusted to fourteen thousand, nine hundred fourteen dollars and thirteen cents (\$14,914.13). Additionally, the Agency assessed the following against Provider: a fine in the amount of two thousand, nine hundred eighty-two dollars and eighty-three cents (\$2,982.83) for violation(s) of Rule 59G-9.070(7)(e), Florida Administrative Code; and costs in the amount of two thousand, five hundred eighty-four dollars and twenty cents (\$2,584.20) pursuant to Section 409.913(23)(a), Florida Statutes. The total amount due is twenty thousand, four hundred eighty-one dollars and sixteen cents (\$20,481.16).

6. In order to resolve this matter without further administrative proceeding Provider and AHCA agree as follows:

(1) AHCA agrees to accept the payment set forth herein in settlement of the overpayment, fine, and costs arising from the captioned review.

(2) PROVIDER agrees to pay AHCA the sum of twenty thousand, four hundred eighty-one dollars and sixteen cents (\$20,481.16).

i. The monies PROVIDER has paid to AHCA pursuant to the involuntary lien shall be retained by AHCA as payment of the agreed-upon amount due of twenty thousand, four hundred eighty-one dollars and sixteen cents (\$20,481.16).

ii. As of September 17, 2014, AHCA has received payments from the PROVIDER totaling seventy thousand, two hundred forty-four dollars and six cents (\$70,244.06).

iii. PROVIDER shall be refunded any amount collected in excess of the agreed upon amount due of twenty thousand, four hundred eighty-one dollars and sixteen cents (\$20,481.16), as follows:

a. Upon issuance of a Final Order in this case, Finance and Accounting shall forward the Provider a Refund Application reflecting the refund due to the Provider.

b. Once Finance and Accounting has received the signed Refund Application, the refund will be processed.

(3) PROVIDER and AHCA agree that full payment, as set forth above, resolves and settles this case completely and releases both parties from any administrative or civil liabilities arising from the findings relating to the claims determined to have been overpaid in audit C.I. No.: 12-0013-000.

(4) PROVIDER agrees that it shall not re-bill the Medicaid Program in any manner for claims that were not covered by Medicaid, which are the subject of the review in this case.

7. Payment shall be made to:

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

8. Overpayments owed to the Agency bear interest at the rate of 10 percent per year from the date of determination of the overpayment by the Agency, and payment arrangements must be made at the conclusion of legal proceedings, pursuant to Section 409.913(25)(c), Florida Statutes.

9. 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 total remaining amount due under the terms of this agreement from any monies due and owing to PROVIDER for any Medicaid claims.

10. AHCA reserves the right to enforce this Agreement under the laws of the State of Florida, the Rules of the Medicaid Program, and all other applicable rules and regulations.

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

12. 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.

13. 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.

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

15. 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.

16. PROVIDER expressly waives in this matter its right to any hearing pursuant to sections 120.569 or 120.57, Florida Statutes, the making of findings of fact and conclusions of law by the Agency, and all further and other proceedings to which it may be entitled by law or rules of the Agency regarding this proceeding and any and all issues raised herein. PROVIDER further agrees that it shall not challenge or contest any Final Order entered in this matter which is consistent with the terms of this settlement agreement in any forum now or in the future available to it, including the right to any administrative proceeding, circuit or federal court action or any appeal.

17. PROVIDER does hereby discharge the State of Florida, Agency for Health Care Administration, and its agents, representatives, and attorneys of and from all claims, demands, actions, causes of action, suits, damages, losses and expenses, of any and every nature whatsoever, arising out of or in any way related to this matter, AHCA's actions herein, including, but not limited to, any claims that were or may be asserted in any federal or state court or administrative forum, including any claims arising out of this agreement.

18. The parties agree to bear their own attorney's fees and costs, if any.

19. 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.

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 each party's successors, assigns, heirs, administrators, representatives and trustees.

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

ATTEST:



Scott Ellis
Scott Ellis, Clerk

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

By: [Signature]
Robin Fisher, Chairman
Brevard County Commission

Approved by the Board on April 28, 2015

Reviewed for Legal Form and Content: [Signature]
Morris Richardson
Assistant County Attorney

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

[Signature]
Eric W. Miller
Inspector General

Date: July 23, 2015

[Signature]
Stuart Williams, Esquire
General Counsel

Date: 7/10, 2015

[Signature]
Shena L. Grantham, Esquire
Medicaid FFS Chief Counsel

Date: 7/2, 2015

[Signature]
Willis F. Melvin, Jr., Esquire
Assistant General Counsel

Date: June 9, 2015



RICK SCOTT
GOVERNOR

ELIZABETH DUDEK
SECRETARY

CERTIFIED MAIL No.: 7011 1570 0000 3002 5185

August 26, 2013

Provider No: 0881376-00
NPI No: 1194821595
License No.: 002572

Brevard Co-Board of Co. Commissioner
PO BOX 915189
Orlando, FL 32891-5189

In Reply Refer to
FINAL AUDIT REPORT
C.I.: No. 12-0013-000

Dear Provider:

The Agency for Health Care Administration (Agency), Office of Inspector General, Bureau of Medicaid Program Integrity, has completed a review of claims for Medicaid reimbursement for dates of service during the period January 1, 2007, through December 31, 2009. A preliminary audit report dated March 6, 2013, was sent to you indicating that we had determined you were overpaid \$71,599.46. Based upon a review of all documentation submitted, we have determined that you were overpaid \$70,244.06 for services that in whole or in part are not covered by Medicaid. A fine of \$14,048.81 has been applied. The cost assessed for this audit is \$1,834.20. The total amount due is \$86,127.07.

Be advised of the following:

- (1) In accordance with Sections 409.913(15), (16), and (17), Florida Statutes (F.S.), and Rule 59G-9.070, Florida Administrative Code (F.A.C.), the Agency shall apply sanctions for violations of federal and state laws, including Medicaid policy. This letter shall serve as notice of the following sanction(s):
 - A fine of \$14,048.81 for violation(s) of Rule Section 59G-9.070(7) (e), F.A.C.
- (2) Pursuant to Section 409.913(23) (a), F.S., the Agency is entitled to recover all investigative, legal, and expert witness costs.

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

2727 Mahan Drive, MS# 6
Tallahassee, Florida 32308



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

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

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

REVIEW DETERMINATION(S)

A statistically valid random sample of 110 of your Medicaid recipient records, involving 182 paid claims, dates of service from January 1, 2007, through December 31, 2009, was reviewed. This review determined that:

You billed and were paid for specific claims in the sample that are not supported as appropriate for the level of service that was billed or lacked appropriate documentation as having been actually provided to the recipient.

- When a claim is paid at a higher level of service than that considered appropriate, only the difference in the amount paid for the inappropriate procedure code; and the amount that should have been paid for the appropriate procedure code, is considered overpayment in the sample. (Lower level procedure code allowed)
- Claims that are not supported with appropriate documentation as having been actually provided to the recipient are considered overpayments in the sample. (No documentation and insufficient documentation)

The Florida Medicaid Provider General handbook, Chapter 5, page 5-4, January 2007, states:

**“Provider
Responsibility**

When presenting a claim for payment the Medicaid program, a provider has an affirmative duty to supervise the provision of, and be responsible for, goods and services claimed to have been provided, to supervise and be responsible for preparation and submission of the claim, and to present a claim that is true and accurate and that is for goods and services that:

- Have actually been furnished to the recipient by the provider prior to submitting the claim;
- Are Medicaid-covered goods or services that are medically necessary;
- Are of a quality comparable to those furnished to the general public by the provider's peers
- Have not been billed in whole or in part to a recipient or a recipient's responsible party, except for such co-payments, coinsurance, or deductibles as are authorized by AHCA;
- Are provided in accord with applicable provision of all Medicaid rules, regulations, handbooks, and policies and in accordance with federal, state and local law; and

- Are documented by records made at the time the goods or services were provided, demonstrating the medical necessity for the goods or services rendered. Medicaid goods or services are excessive or not medically necessary unless the medical basis and the specific need for them are fully and properly documented in the recipient's medical records."

OVERPAYMENT CALCULATION

A random sample of 110 recipients respecting whom you submitted 182 claims was reviewed. For those claims in the sample, which have dates of service from January 1, 2007, through December 31, 2009, an overpayment of \$3,490.00 or \$19.17582418 per claim, was found. Since you were paid for a total (population) of 5,430 claims for that period, the point estimate of the total overpayment is 5,430 x \$19.17582418 = \$104,124.73. There is a 50 percent probability that the overpayment to you is that amount or more.

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

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

Where:

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

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

A_i = total overpayment in sample cluster

B_i = number of claims in sample cluster

U = number of clusters in the population

N = number of clusters in the random sample

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

t = t value from the Distribution of t Table

All of the claims relating to a recipient represent a cluster. The values of overpayment and number of claims for each recipient in the sample are shown on the attachment entitled "Overpayment Calculation Using Cluster Sampling." From this statistical formula, which is generally accepted for this purpose, we have calculated that the overpayment to you is \$70,244.06 with a ninety-five percent (95%) probability that it is that amount or more.

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

If you are not in bankruptcy and you concur with our findings, remit by certified check in the amount of \$86,127.07, which includes the overpayment amount as well as any fines imposed and assessed costs. The check must be payable to the **Florida Agency for Health Care Administration**. Questions regarding procedures for submitting payment should be directed to Medicaid Accounts Receivable, (850) 412-3901. To ensure proper credit, be certain you legibly record on your check your Medicaid provider number and the C.I. number listed on the first page of this audit report. Please mail payment to:

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

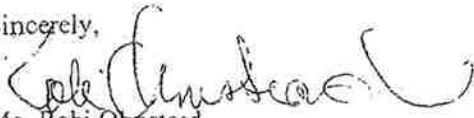
Pursuant to section 409.913(25)(d), F.S., the Agency may collect money owed by all means allowable by law, including, but not limited to, exercising the option to collect money from Medicare that is payable to the provider. Pursuant to section 409.913(27), F.S., if within 30 days following this notice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

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

Any questions you may have about this matter should be directed to: **Matt Strickland, 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.**

Brevard Co-Board of Co. Comm'ner
Provider ID: 0881376-00
C.I. No.: 12-0013-000
Page 5

Sincerely,



Ms. Robi Olmstead
AHCA Administrator
Office of Inspector General
Medicaid Program Integrity

RO/ms

Enclosure(s)

Copies furnished to:

Finance & Accounting
(Interoffice mail)

Health Quality Assurance (HQA)
(E-mail)

Florida Department of Health (DOH)
(E-mail)

NOTICE OF ADMINISTRATIVE HEARING AND MEDIATION RIGHTS

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

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

Richard J. Shoop, Esquire
Agency Clerk
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop # 3
Tallahassee, Florida 32308
Fax: (850) 921-0158
Phone: (850) 412-3630

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

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

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

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

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

FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION
Provider: 088137600 - BREVARD CO-BOARD OF CO COMMISSIONER
Overpayment Calculation Using Cluster Sampling by Recip Name
Dates Of Service: 1/1/2007 through 12/31/2009

Number of recipients in population:	3,276	Case ID:	12-0013-000
Number of recipients in sample	110	Confidence level:	95 %
Total payments in population:	\$1,031,260 00	t value:	1.6589532
No. of claims in population	5,430		

Recip #	No. Claims	Total Dollars	Overpayment
1	1	\$190.00	\$0.00
2	1	\$190.00	\$54.00
3	1	\$190.00	\$190.00
4	1	\$190.00	\$0.00
5	1	\$190.00	\$54.00
6	1	\$190.00	\$0.00
7	1	\$190.00	\$0.00
8	3	\$570.00	\$0.00
9	1	\$190.00	\$0.00
10	1	\$190.00	\$0.00
11	4	\$760.00	\$54.00
12	1	\$190.00	\$0.00
13	1	\$190.00	\$54.00
14	1	\$190.00	\$0.00
15	1	\$190.00	\$54.00
16	1	\$190.00	\$54.00
17	1	\$190.00	\$54.00
18	1	\$190.00	\$54.00
19	1	\$190.00	\$54.00
20	1	\$190.00	\$54.00
21	1	\$190.00	\$0.00
22	1	\$190.00	\$54.00
23	1	\$190.00	\$0.00
24	3	\$570.00	\$0.00
25	1	\$190.00	\$54.00
26	1	\$190.00	\$0.00
27	1	\$190.00	\$190.00
28	2	\$380.00	\$190.00
29	1	\$190.00	\$0.00
30	1	\$190.00	\$0.00
31	1	\$190.00	\$0.00
32	3	\$570.00	\$0.00
33	1	\$190.00	\$0.00
34	3	\$570.00	\$0.00
35	1	\$190.00	\$0.00
36	1	\$190.00	\$0.00
37	1	\$190.00	\$0.00
38	1	\$190.00	\$0.00
39	3	\$570.00	\$108.00
40	1	\$190.00	\$54.00
41	2	\$380.00	\$54.00
42	1	\$190.00	\$0.00
43	1	\$190.00	\$0.00
44	1	\$190.00	\$54.00
45	1	\$190.00	\$54.00
46	1	\$190.00	\$54.00
47	1	\$190.00	\$0.00

FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION
Provider: 088137600 - BREVARD CO-BOARD OF CO COMMISSIONER
Overpayment Calculation Using Cluster Sampling by Recip Name
Dates Of Service: 1/1/2007 through 12/31/2009

Number of recipients in population:	3,276	Case ID:	12-0013-000
Number of recipients in sample:	110	Confidence level:	95 %
Total payments in population:	\$1,031,260.00	t value:	1.6589532
No. of claims in population:	5,430		

Recip #	No. Claims	Total Dollars	Overpayment
48	1	\$190.00	\$0.00
49	1	\$190.00	\$190.00
50	1	\$190.00	\$54.00
51	2	\$380.00	\$0.00
52	1	\$190.00	\$54.00
53	1	\$190.00	\$54.00
54	1	\$190.00	\$54.00
55	1	\$190.00	\$0.00
56	1	\$190.00	\$0.00
57	2	\$380.00	\$0.00
58	1	\$190.00	\$54.00
59	1	\$190.00	\$54.00
60	1	\$190.00	\$0.00
61	1	\$190.00	\$0.00
62	5	\$950.00	\$108.00
63	1	\$190.00	\$54.00
64	1	\$190.00	\$0.00
65	1	\$190.00	\$0.00
66	1	\$190.00	\$0.00
67	1	\$190.00	\$54.00
68	1	\$190.00	\$54.00
69	1	\$190.00	\$0.00
70	1	\$190.00	\$0.00
71	3	\$570.00	\$0.00
72	2	\$380.00	\$0.00
73	1	\$190.00	\$190.00
74	6	\$1,140.00	\$190.00
75	1	\$190.00	\$0.00
76	2	\$380.00	\$0.00
77	1	\$190.00	\$0.00
78	1	\$190.00	\$54.00
79	1	\$190.00	\$0.00
80	2	\$380.00	\$108.00
81	3	\$570.00	\$0.00
82	2	\$380.00	\$0.00
83	1	\$190.00	\$0.00
84	2	\$380.00	\$108.00
85	1	\$190.00	\$0.00
86	2	\$380.00	\$0.00
87	1	\$190.00	\$0.00
88	1	\$190.00	\$0.00
89	1	\$190.00	\$0.00
90	1	\$190.00	\$0.00
91	2	\$380.00	\$54.00
92	1	\$190.00	\$0.00
93	2	\$380.00	\$0.00
94	23	\$4,370.00	\$0.00

FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION
Provider: 088137600 - BREVARD CO-BOARD OF CO COMMISSIONER
Overpayment Calculation Using Cluster Sampling by Recip Name
Dates Of Service: 1/1/2007 through 12/31/2009

Number of recipients in population:	3,276	Case ID:	12-0013-000
Number of recipients in sample:	110	Confidence level:	95 %
Total payments in population:	\$1,031,260 00	t value:	1.6589532
No. of claims in population:	5,430		

Recip #	No. Claims	Total Dollars	Overpayment
95	8	\$1,520.00	\$54 00
96	2	\$380 00	\$0 00
97	1	\$190 00	\$190.00
98	2	\$380 00	\$0 00
99	1	\$190 00	\$0 00
100	1	\$190.00	\$54.00
101	1	\$190.00	\$0 00
102	2	\$380.00	\$0.00
103	1	\$190.00	\$0.00
104	1	\$190 00	\$0.00
105	1	\$190 00	\$54.00
106	1	\$190.00	\$0.00
107	3	\$570.00	\$0 00
108	1	\$190 00	\$54 00
109	1	\$190 00	\$0.00
110	1	\$190 00	\$0 00
Totals:	110	182	\$34,580 00

Using Overpayment per claim method

Overpayment per sample claim.	\$19.17582418
Point estimate of the overpayment:	\$104,124 73
Variance of the overpayment.	\$417,095,697 82
Standard error of the overpayment.	\$20,422 92
Half confidence interval.	\$33,880 67
Overpayment at the 95 % Confidence level.	\$70,244.06

7011 1570 0000 3002 5185



Brevard Co-Board of Co. Commisioner
PO BOX 915189
Orlando, FL 32891-5189
C.I. 12-0013-000 MS-re

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>
<p>1. Article Addressed to:</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>Brevard Co-Board of Co. Commisioner PO BOX 915189 Orlando, FL 32891-5189 C.I. 12-0013-000 MS-re</p>	<p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7011 1570 0000 3002 5185</p>

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

English

Customer Service

USPS Mobile

Register / Sign In



Search or Enter a Tracking Number

Quick Tools

Mail & Ship

Track & Manage

Postal Store

Business

International

Help

USPS Tracking™



Customer Service ›
Have questions? We're here to help.



Get Easy Tracking Updates ›
Sign up for My USPS.com.

Tracking Number: 7011157000030025185

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
September 3, 2013, 11:11 am	Delivered	ORLANDO, FL 32861

Your item was delivered at 11:11 am on September 3, 2013 in ORLANDO, FL 32861

August 31, 2013, 10:39 am	Available for Pickup	ORLANDO, FL 32861
August 31, 2013, 10:11 am	Arrived at Unit	ORLANDO, FL 32862
August 30, 2013, 3:07 am	Departed USPS Facility	ORLANDO, FL 32824
August 30, 2013, 12:43 am	Arrived at USPS Facility	ORLANDO, FL 32824
August 29, 2013, 1:20 am	Departed USPS Facility	TALLAHASSEE, FL 32301
August 28, 2013, 10:37 pm	Arrived at USPS Facility	TALLAHASSEE, FL 32301

Available Actions

Track Another Package

Tracking (or receipt) number

Track It

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

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