

JEB BUSH, GOVERNOR

ALAN LEVINE, SECRETARY

August 29, 2005

Clerk
Division of Administrative Hearings
The Desoto Building
1230 Apalachee Parkway
Tallahassee, FL 32399-3030

Re: Winter Haven Hospital, Inc. vs AHCA, Case No. 04-001887

*Dsm
C10Sec1*

Dear Clerk,

Enclosed is a copy of the final order for the above case. The Agency for Health Care Administration requests that you enter the final order in the docket. This final order has been previously provided pursuant to Florida Statute 120.57(1)(m). Thank you in advance.

Respectfully,

Grant P. Dearborn
Assistant General Counsel



STATE OF FLORIDA
AGENCY FOR HEALTHCARE ADMINISTRATION

FILED
AHCA
CLERK

2005 FEB -2 P 2:53

WINTER HAVEN HOSPITAL, INC.,

Petitioner,

vs.

AHCA CASE NO. 04-1887MPI

STATE OF FLORIDA,
AGENCY FOR HEALTH CARE
ADMINISTRATION,

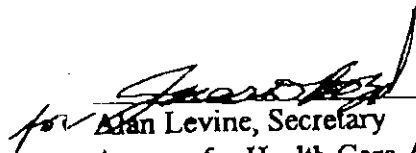
Respondent.

_____ /

FINAL ORDER

THE PARTIES resolved all disputed issues and executed a settlement agreement which is attached and incorporated by reference. The parties are directed to comply with the terms of the attached settlement agreement. Based on the foregoing, this file is **CLOSED.**

DONE AND ORDERED on this the 2 day of ^{FEB}January 2005 in Tallahassee, Florida.



Alan Levine, 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:

**W. David Watkins, Esquire
Karl David Acuff, Esquire
Watkins & Caleen, P.A.
1725 Mahan Drive, Suite 201
Post Office Box 15828
Tallahassee, FL 32317-5828**

**Grant Dearborn, Assistant General Counsel
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308-5403
(Interoffice)**

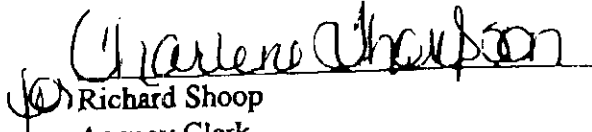
**Timothy Byrnes
Bureau Chief
Medicaid Program Integrity
Agency for Health Care Administration
2727 Mahan Drive, MS #6
Tallahassee, Florida 32308
(Interoffice)**

**Finance & Accounting
Medicaid Accounts Receivables
Agency for Health Care Administration
2727 Mahan Drive, MS #14
(Interoffice)**

**Lawrence E. Stivers, PhD.
MPI Program Administrator
Agency for Health Care Administration
2727 Mahan Drive, MS #6
(Interoffice)**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been
furnished to the above named addresses by U.S. Mail on this the 2 day of February
2005.


Richard Shoop
Agency Clerk
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308-5403
(850) 922-5873

**STATE OF FLORIDA
AGENCY FOR HEALTHCARE ADMINISTRATION**

WINTER HAVEN HOSPITAL, INC.,

Petitioner,

vs.

**CASE NO. 04-1887MPI
C.I. No. 02-0441-000**

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

Respondent.

SETTLEMENT AGREEMENT

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION ("AHCA" or "the Agency"), and WINTER HAVEN HOSPITAL, INC. ("PROVIDER"), by and through the undersigned, hereby stipulate and agree as follows:

1. This Agreement is entered into for the purpose of memorializing the final resolution of the matters set forth in this Agreement.
2. PROVIDER is a Medicaid provider in the State of Florida.
3. In its final agency audit report dated July 1, 1997 through March 31, 1999, AHCA notified PROVIDER that review of Medicaid claims performed by Medicaid Program Integrity (MPI) indicated that, in its opinion, some claims in whole or in part were not covered by Medicaid. The Agency sought recoupment of alleged overpayment in the amount of \$35,737.75. In response to the audit, PROVIDER filed a petition for a formal administrative hearing, which was assigned DOAH Case No. 04-1887MPI. Subsequently and after additional information was provided and a DOAH decision,

AHCA reviewed the disputed claims and determined the outstanding amount of overpayment might be adjusted to zero dollars.

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

- (1) AHCA agrees to withdraw the subject audit and accept the zero payment set forth herein in settlement of the overpayment issues arising from the MPI review.
- (2) PROVIDER agrees to accept the terms of this agreement as full and complete settlement of all claims in the proceedings before the Division of Administrative Hearings (DOAH Case No. 04-1887MPI).
- (3) PROVIDER and AHCA agree that full payment as set forth above will resolve and settle this case completely and release both parties from all liabilities arising from the audit referenced as CI 02-0441-000.
- (4) AHCA withdraws its petition for investigative and expert witness costs.

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

6. This settlement does not constitute an admission of wrongdoing or error by either party with respect to this case or any other matter. The parties agree that because this matter is being settled that neither is agreeing that any DOAH findings were or are binding or necessarily correct.

7. Each party shall bear its own attorneys' fees and costs, including investigative and expert witness costs.

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 Florida. Venue for any action arising from this Agreement shall be in Leon County, Florida.

10. This Agreement constitutes the entire agreement between PROVIDER and the 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 the 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.

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 and other proceedings, including appeals, 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.

13. 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.

14. 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.

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

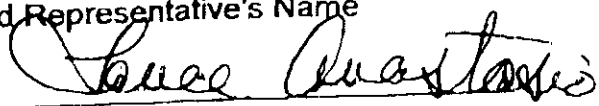
16. All times stated herein are of the essence of this Agreement.

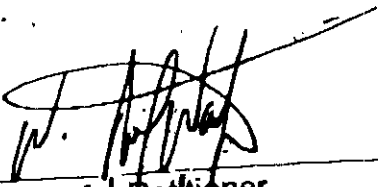
17. This Agreement shall be in full force and effect upon execution by the respective parties in counterpart.

Winter Haven Hospital, Inc. (provider's name)

Dated: January 25, 2005

Lance Anastasio
Printed Representative's Name


BY: 
(signature)



Attorney for Petitioner

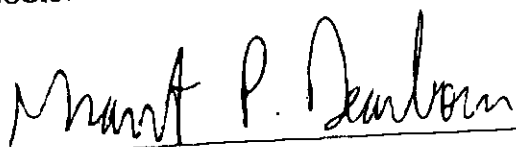
Dated: 1/24/05, 2005

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



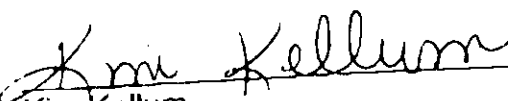
James D. Boyd
Inspector General

Dated: ~~1/24~~ 2, 2005




Grant P. Dearborn
Assistant General Counsel

Dated: Jan 26, 2005



Kim Kellum
Chief Medicaid Counsel

Dated: 1/26, 2005



Valda Clark Christian
General Counsel

Dated: Jan 31, 2005