

STATE OF FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION 2015 NOV 12 P 12: 20

THE HEALTH CENTER OF MERRITT ISLAND, INC. d/b/a THE HEALTH CENTER OF MERRITT ISLAND,

Petitioner,

VS.

Case No.: 05-4670

Engagement No.: NH04-198J

Provider No.: 226700

RENDITION NO .: AHCA-15 -6697 -S-MDA

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION,

Respondent.

FINAL ORDER

THE PARTIES resolved all disputed issues and executed a Settlement Agreement. The parties are directed to comply with the terms of the attached settlement agreement, attached hereto and incorporated herein as **Exhibit "1."** Based on the foregoing, this file is **CLOSED**.

DONE and ORDERED on this the 9th day of November, 2015, in Tallahassee, Florida.

ELIZABETH DODEK, SECRETARY Agency for Health Care Administration

Final Order Engagement No. **NH04-198J** Page **1** of **3** 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.

Michael J. Bittman, Esquire Broad and Cassel P.O. Box 4961 Orlando, Florida 32802-4961 (Via U.S. Mail)

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

Bureau of Health Quality Assurance Agency for Health Care Administration (Interoffice Mail)

Stuart Williams, General Counsel Agency for Health Care Administration (Interoffice Mail)

Zainab Day, Medicaid Audit Services Agency for Health Care Administration (Interoffice Mail)

Shena Grantham, Chief Medicaid FFS Counsel (Interoffice Mail)

Willis F. Melvin, Esquire Assistant General Counsel Agency for Health Care Administration (Via Interoffice Mail)

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

Final Order Engagement No. **NH04-198J** Page **2** of **3**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy	y of the foregoing has been furnished to
---	--

the above named addressees by U.S. Mail on this the day of

ay of Move he

, 2015.

Richard Shoop, Esquire

Agency Clerk State of Florida

Agency for Health Care Administration

2727 Mahan Drive, Building #3

Tallahassee, Florida 32308-5403

STATE OF FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION

THE HEALTH CENTER OF MERRITT ISLAND, INC. d/b/a THE HEALTH CENTER OF MERRITT ISLAND,

Petitioner,

vs.

Engagement No.: NH04-198J

Provider No.: 226700

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION.

Respo	nd	en	t.
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SETTLEMENT AGREEMENT

Respondent, STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION ("AHCA" or "the Agency"), and Petitioner, THE HEALTH CENTER OF MERRITT ISLAND, INC. d/b/a THE HEALTH CENTER OF MERRITT ISLAND, ("PROVIDER"), by and through the undersigned, hereby stipulate and agree as follows:

- 1. This Agreement is entered into between the parties to resolve disputed issues arising from examination engagements NH04-198J.
- 2. At the time of the audit the PROVIDER was a Medicaid provider in the State of Florida operating a nursing home facility that was examined by the Agency.
- 3. AHCA conducted an examination of the PROVIDER's cost report as follows: for examination engagement number NH04-198J, AHCA examined the PROVIDER's cost report covering the examination period ending on December 31, 2001.

Settlement Agreement Engagement No: NH04-198J Page 1 of 6

EXHIBIT 1

4. In its subsequent Examination Report, AHCA notified the PROVIDER that

Medicaid reimbursement principles required adjustment of the costs stated in the cost report. The

Agency further notified the PROVIDER of the adjustments AHCA was making to the cost

report. The Examination Report is attached hereto and incorporated herein as Exhibit A.

5. In response to AHCA's Examination Report, the PROVIDER filed a timely

petition for administrative hearing, and identified specific adjustments that it appealed. The

PROVIDER requested that the Agency hold the petition in abeyance in order to afford the parties

an opportunity to resolve the disputed adjustments.

6. Subsequent to the petition for administrative hearing, AHCA and the PROVIDER

exchanged documents and discussed the disputed adjustments. As a result of the aforementioned

exchanges, the parties agree to accept all of the Agency's adjustments that were subject to these

proceedings as set forth in the Examination Report, except for the following adjustments which

the parties agree shall be changed or removed as set forth in the attached Exhibit B, which is

hereby incorporated into this Settlement Agreement by reference.

7. In order to resolve this matter without further administrative proceedings, and to

avoid incurring further costs, PROVIDER and AHCA expressly agree the adjustment

resolutions, which are listed and incorporated by reference as Exhibit B above, completely

resolve and settle this case and this agreement constitutes the PROVIDER'S withdrawal of their

petition for administrative hearing, with prejudice.

8. After issuance of the Final Order, PROVIDER and AHCA further agree that the

Agency shall recalculate the per diem rates for the above-stated examination period and issue a

notice of the recalculation. Where the PROVIDER was overpaid, the PROVIDER will

reimburse the Agency the full amount of the overpayment within thirty (30) days of such notice.

Settlement Agreement Engagement No: NH04-198J Page 2 of 6 Where the PROVIDER was underpaid, AHCA will pay the PROVIDER the full amount of the

underpayment within forty-five (45) days of such notice.

Payment shall be made to:

AGENCY FOR HEALTH CARE ADMINISTRATION

Medicaid Accounts Receivable - MS #14

2727 Mahan Drive, Building 2, Suite 200

Tallahassee, Florida 32308

Notice to the PROVIDER shall be made to:

Michael J. Bittman, Esquire

Broad and Cassel

P.O. Box 4961

Orlando, Florida 32802-4961

9. Payment shall clearly indicate it is pursuant to a settlement agreement and shall

reference the audit/engagement number.

10. 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 the PROVIDER for any Medicaid claims.

11. The parties are entitled to enforce this Agreement under the laws of the State of

Florida, the Rules of the Medicaid Program, and all other applicable law.

12. This settlement does not constitute an admission of wrongdoing or error by the

parties with respect to this case or any other matter.

13. Each party shall bear their respective attorneys' fees and costs, if any.

14. The signatories to this Agreement, acting in their representative capacities, are

duly authorized to enter into this Agreement on behalf of the party represented.

15. The parties further agree a facsimile or photocopy reproduction of this Agreement

shall be sufficient for the parties to enforce the Agreement. The PROVIDER agrees, however, to

Settlement Agreement Engagement No: NH04-198J forward a copy of this Agreement to AHCA with original signatures, and understands that a

Final Order may not be issued until said original Agreement is received by AHCA.

16. 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.

17. 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 and as

set forth herein. This agreement shall not waive any right that PROVIDER may have to contest

the notice of recalculation referenced in paragraph 8 above. No modifications or waiver of any

provision shall be valid unless a written amendment to the Agreement is completed and properly

executed by the parties.

18. 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.

19. Except with respect to any recalculation(s) described in **Exhibit B**, PROVIDER

expressly waives in this matter their 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 these proceedings and any and all issues raised herein, other than enforcement of this

Agreement. The PROVIDER further agrees the Agency shall issue a Final Order, which adopts this Agreement.

- 20. 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.
- 21. To the extent 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.
- 22. This Agreement shall inure to the benefit of and be binding on each party's successors, assigns, heirs, administrators, representatives and trustees.

THE HEALTH CENTER OF MERRITT
ISLAND, INC. d/b/a THE HEALTH CENTER
OF MERRITT ISLAND

Providers' Nepresentative

Dated: 725 , 2015

Printed Title of Providers' Representative

Dated: 7-30 , 2015

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION

2727 Mahan Drive, Mail Stop #3 Tallahassee, Florida 32308-5403

Assistant General Counsel

Justin Senior	Dated:	11/9	_, 2015
Deputy Secretary, Medicaid			
Stuart Williams	Dated: _	10/29	_, 2015
General Counsel			
Shena Grantham	Dated: _	10/19	_, 201:
Medicard FFS Chief Counsel			
Willis F. Mely. Willis F. Melvin, Jr.	Dated:_	October 14	_, 2015





JEB BUSH, GOVERNOR

ALAN LEVINE, SECRETARY

November 6, 2005 Return Receipt No. 7000 1530 0000 5397 3247

HEALTH CENTER OF MERRITT ISLAND 500 CROCKETT BOULEVARD MERRITT ISLAND, FL 32953

Provider No.: 226700. Audit Period/Engagement No.: December 31, 2001/NH04-198J

Dear Administrator:

We have completed the audit of your facility's Medicaid cost report for the period specified above. A copy of the audit report is attached for your information.

Audit adjustments result from the application of Medicaid reimbursement principles to costs as reported on the Medicaid cost report for the period specified. You have the right to request a formal or informal hearing pursuant to Section 120.57, Florida Statutes. If a petition for a formal hearing is made, the petition must be made in compliance with Section 28-106.201, Florida Administrative Code. Please note that Section 28-106.201(2) specifies that the petition shall contain a concise discussion of specific items in dispute. Additionally, you are hereby informed that if a request for a hearing is made, the request or petition must be received within twenty-one (21) days of your receipt of this letter, and that failure to timely request a hearing shall be deemed a waiver of your right to a hearing.

Please address all petitions for a hearing and/or questions to 2727 Mahan Drive, Mail Stop 21, Tallahassee, FL. 32308.

Sincerely,

Ofen Augh

Lisa D. Milton Administrator of Audit Services Medicaid Program Analysis (850) 487-1240

Attachment(s):



2727 Mahan Drive • Mail Stop #21 Tallahasses, FL 32308

Visit AHCA online at www./dhc.state./i.us

The Health Center of Merritt Island, Inc.
d/b/a The Health Center of Merritt Island
Medicaid Examination Report
for the fifteen month period ended December 31, 2001

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Smiley & Smiley, P.A.

2120 Corporate Square Blvd. Suite 18 Jacksonville, FL 32216 (904) 722-1440 Fax (904) 722-1441 Email: office@smlleyandsmlleypa.com

Independent Accountants' Report

Secretary
Agency for Health Care Administration:

We have examined the schedules and statistical data as listed in the Table of Contents, which were derived from the Cost Report for Florida Medicald Program Nursing Home Service Providers (the "Cost Report") of The Health Center of Merritt Island, Inc. d/b/a The Health Center of Merritt Island, (the "Provider"), for the fifteen month period ended December 31, 2001. These schedules and statistical data are the responsibility of the Provider's management. Our responsibility is to express an opinion on the schedules and statistical data based on our examination.

Except as discussed in the following paragraph, our examination was made in accordance with standards established by the American Institute of Certified Public Accountants and accordingly, included examining on a test basis, evidence supporting the accompanying schedules and statistical data and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion.

The Provider is reimbursed under the Fair Rental Value System ("FRVS"). Accordingly, property cost information for depreciation, interest and rent included on the Schedule of Costs, equity capital information on the Schedule of Statistics and Equity Capital, capital replacement and equity in capital assets information on the Schedule of Fair Rental Value System Data and related per diem information on the Schedule of Allowable Medicaid Costs and the Schedule of Interim Rates have not been subjected to examination procedures.

Attachment A to this report includes adjustments which, in our opinion, should be recorded in order for the data, as reported, in the accompanying schedules for the fifteen month period ended December 31, 2001, to be presented in conformity with federal and state Medicaid reimbursement principles as described in Note 1. To quantify the effect of the required adjustments, we have applied the adjustments as described in Attachment A to the amounts and statistical data, as reported, in the accompanying schedules.

In our opinion, except for the effects of such adjustments as might have been determined to be necessary had amounts and data described in the third paragraph above been examined, and for the effects of not recording adjustments as discussed in the preceding paragraph, the accompanying schedules and statistical data listed in the Table of Contents present, in all material respects, the amounts and statistical data derived from the cost report of The Health Center Merritt Island, Inc. d/b/a The Health Center of Merritt Island for the fifteen month period ended December 31, 2001, in conformity with federal and state Medicaid reimbursement principles as described in Note 1.

This report is intended solely for the information and use of the State of Florida Agency for Health Care Administration and management of The Health Center of Merritt Island, inc. d/b/a The Health Center of Merritt Island, and is not intended to be and should not be used by anyone other than these specified parties.

November 10, 2004

Smiley & Smiley, PA Jacksonville, Florida

Smiley & Smiley, Pa.

The Health Center of Merritt Island, Inc. d/b/a The Health Center of Merritt Island Schedule of Costs for the fifteen month period ended December 31, 2001

Cost Center Totals		Increase	
Costs to be allocated:	As Reported	(Decrease)	As Adjusted
Plant operations	\$ 480,279	\$ (36,722)	\$ 443,557
Housekeeping	320,090	**	320,090
4. 4. 7. 3.	800,389	(38,722)	763,647
Administration	1,234,668	(12,904)	1,221,764
Owner's administrative compensation	y-	*	*
	2,035,037	(49,826)	1,985,411
Allowable ancillary cost centers:			And the second s
Physical therapy	336,864	~	336,864
Speech therapy	95,715	**	95,715
Occupational therapy	312,696	**	312,696
Audiological therapy	**	•	164
Medical supplies	66,787	(28,997)	37,790
Other	77,978	(775)	77,203
	890,040	(29,772)	860,258
Patient care costs;	Advantation conservation and conference of the c	***************************************	***************************************
Nursing	4,939,541	(7,205)	4,932,336
Dietary	1,062,015	(1,580)	· · · · · · · · · · · · · · · · · · ·
Oxygen	*	(1,500)	1,060,435
Other	675,057	28,997	704,054
	8,676,813	20,212	6,696,825
aundry and linen costs	129,421	24 L L	**************************************
*	1 20 6 7 7 20 1	wanter attacher de la committe de la	129,421
Property costs:			
Depreciation (not examined)	348,063		348,063
Interest on property (not examined)	343,502	-	343,502
Rent on property (not examined)	1,623	1,728	
Insurance on property	31,581	1,720	3,351
Taxes on property	171,790	/04 A+A\	31,581
Home office property	171,780	(21,010)	150,780
	896,539	138 202	**************************************
ionallowable ancillary cost centers:	200,000	(19.282)	877.257
Rediology			
Lab	13,619	*	13,619
	30,340	*	30,340
Pharmacy Other	43,452	*	43,452
Other	***************************************	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	***************************************
NAME OF THE PARTY	87,411	**	87,411
Other nonrelimbursable cost centers:			
Beauty and barber	43,962	44	43,962
Gift shop	94	**	***
Clinic	*	**	•
Other	W	•	-
	43,962		43,982
otal operating costs	10,759,023	(78,468)	10,680,555
fedicald bad debts	**	* * * *	*
otal costs	\$ 10,759,023	\$ (78,468)	\$ 10,680,555

The Health Center of Memitt Island, Inc. d/b/a The Health Center of Memitt Island Schedule of Charges for the fifteen month period ended December 31, 2001

	As Reported	Increase (Decrease)	As Adjusted		
Usual and customary daily rate	\$ 155.92	\$ (0.07)	\$ 155.85		
Patient Charges:					
Medicald:					
Ancillary cost centers:					
Physical therapy	\$ -	\$	\$ -		
Speech therapy	675	46	675		
Occupational therapy	300	*	300		
Audiological therapy	*	*	W		
Medical supplies	30,430	*	30,430		
Other	31,223	**	31,223		
Room and board	5,606,546	•	5,606,546		
Other	**	**	•		
Totals	5,869,174		5,669,174		
Medicare:					
Ancillary cost centers:					
Physical therapy	698,391	**	698,391		
Speech therapy	188,473	*	188,473		
Occupational therapy	616 ,313	*	616,313		
Audiological therapy	*	*	*		
Medical supplies	21,766	*	21,766		
Other	47,186	*	47,186		
Room and board	2,305,571	**	2,305,571		
Other	30*	60	*		
Totals	3,877,700	*	3,877,700		
Private and other:					
Ancillary cost centers:					
Physical therapy	159,927		159.927		
Speech therapy	25,036	,,	25,036		
Occupational therapy	113,217		113,217		
Audloiogical therapy	> * *****		, 10,4.17		
Medical supplies	23,384		23,384		
Other	45,045	(1,867)	43,178		
Room and board	3,553,520	(1,001)	3,553,520		
Other	0,000,020		3,000,320		
Totals	3,920,129	(1,867)	3,918,262		
Total charges	\$ 13,467,003	(1.867)	\$ 13,465,136		

The Health Center of Merritt Island, Inc. d/b/a The Health Center of Merritt Island Schedule of Statistics and Equity Capital for the fifteen month period ended December 31, 2001

	As Reported	Increase (Decrease)	As Adjusted
Statistics: Number of beds	180		180
Patient Days:			
Medicald	39,979	*	39,979
Medicare	12,560	*	12,560
Private and other	25,142	*	25,142
Total patient days	77,681	*	77,681
Percent Medicaid	51.486%	0.000%	51.466%
Facility square footage:			
Allowable ancillary cost centers:			
Physical therapy	1,551	w	1,551
Speech therapy	335	*	3 35
Occupational therapy	1,177	16	1,177
Audiological therapy	*	**	*
Medical supplies	282	66	282
Other	105	46.	105
Patient care	41,281	**	41,281
Laundry and linen	847	*	847
Radiology	39	40	*
Lab	w	A	*
Pharmacy	174	*	174
Other nonallowable ancillary	*	40	* 000
Beauty and barber	106	4	106
Gift shop		*	
Clinic	w	**	-
Other nonreimbursable	* ************************************	**	45,858
Total facility square footage	45,858		***************************************
Equity Capital (not examined):			
Ending equity capital	\$ (778,210)	\$	\$ (778,210)
Average equity capital	\$	Š	\$
Annual rate of return	0.000%	5.350%	5,350%
Return on equity before apportionment	\$	\$	<u> </u>

Type of ownership: Corporation
Date cost report accepted: April 30, 2002

The Health Center of Merritt Island, Inc. d/b/a The Health Center of Merritt Island Schedule of Allowable Medicaid Costs for the fifteen month period ended December 31, 2001

Total Costs: Reimbursement Class	Costs as Adjusted		2.3		Costs After Aliocations and Apportionment		
Operating	\$	2,114,832	\$	(1,127,995)	\$	986,837	
Patient care		7,557,093		(4,075,031)		3,482,062	
Property (not examined)		877,257		(425,894)		451,3 63	
Nonreimbursable	100000000	131,373	and the second	5.628,920	***********	5,760,293	
Totals (Page 3)		10,580,555		×4X		10,680,555	
Return on equity (Page 5) (not examined)		36 ² .		*		**	
Non-Medicald	-	6		······································	***************************************	*	
Totals	\$	10,680,555	\$		\$	10,680,555	
Allowable Medicaid Costs:				Increase			
Reimbursement Class	***	As Reported	140 a	(Decrease)	****	As Adjusted	
Operating	\$	1,009,832	\$	(22,995)	S	986,837	
Patient care		3,483,238		(1,176)		3,482,062	
Property (not examined)		461,358		(9,995)		451,363	
Return on equity (not examined)	**********	50 2600000000000000000000000000000000000	******	*			
Totals	5	4,954,428	\$	(34,166)	\$	4,920,262	
Allowable Medicald Per Diem Costs:				Increase			
Reimbursement Class	**	As Reported		(Decrease)	1900	As Adjusted	
Operating	\$	25.26	\$	(0.58)	\$	24.68	
Patient care		87.13		(0.03)		87.10	
Property (not examined)		11.54		(0.25)		11.29	
Return on equity (not examined)		105		*		<u>.</u>	
Initial Medicaid per diem (Note 3)	\$	123.93	Š	(0.86)	\$	123.07	

The Health Center of Merritt Island, Inc. d/b/a The Health Center of Merritt Island Schedule of Interim Rate Cost Settlement Data for the fifteen month period ended December 31, 2001

Reason for interim rate:

Change of Ownership

Effective date of interim rate change:

October 1, 2000

Ending date of the interim rate period:

December 31, 2001

Medicaid patient days during the interim rate period:	39,979
Total patient days during the Interim period	77,681
Date component interim rate costs were first incurred	NA
Cost incurred during the interim rate period (note 5):	
Direct patient cost during interim rate period	\$ 2,081,783
Inirect patient cost during interim rate period	1,400,279
Operating cost during interim rate period	986,837
Property cost during interim rate period (not examined)	451,36 3
Return on equity during interim rate period (not examined)	*
Total Interim Rate cost incurred during cost report period:	\$ 4,920.262

The Health Center of Merritt Island, Inc. d/b/a The Health Center of Merritt Island Schedule of Fair Rental Value System Data for the fifteen month period ended December 31, 2001

Capital Additions and Improvements.	As	Reported		ncrease ecrease)	A3	Adjusted
Acquisition costs: 10/01/00 to 12/31/00 01/01/01 to 6/30/01 07/01/01 to 12/31/01	\$	**	\$	** **	\$	
Totais Original loan amount Retirements	\$ \$ \$	2	\$ \$ \$		\$ \$ \$	*
Capital Replacements (not examined): Acquisition costs Original loan amount Pass-through costs (Note 4) Acquisitions: 10/01/00 to 12/31/01	<u>.</u>			AND THE CONTROL OF T		MANAGEMENT STATE OF THE STATE O
Depreciation Interest Prior to 10/01/00 Total	¥		\$	W W W W W W W W W W W W W W W W W W W	<u>.</u>	THE STATE OF THE S
Equity in Capital Assets (not examined);						
Ending equity in capital assets Average equity in capital assets Annual rate of return Return on equity in capital assets	\$	(944,849) (503,920) 0.000%	\$	5.350%	\$	(944,849) (503,920) 6.350%
before apportionment Return on equity in capital assets apportioned to Medicald	\$	-	\$	(33,700)	\$	(33,700)

Mortgage Information
No Mortgage

The Health Center of Merritt Island, Inc. d/b/a The Health Center of Merritt Island Schedule of Direct Patient Care for the fifteen month period ended December 31, 2001

			ncrease Decrease)		\s Adjusted	
RN Data (note 6)						
Productive Salaries	\$	456,145	\$	220	\$	456,365
Non-Productive Salaries		18,649		*		18,649
Total Salaries	3	474,794	\$	220	\$	475,014
FICA	\$	35,897	\$	900	\$	36,797
Unemployment Insurance		***		*		w
Health Insurance		14,917		374		15,291
Workers Compensation		25,494		639		26,133
Other Fringe Benefits	***************************************	6,641	***************************************	(3,467)	***************************************	3,174
Total Benefits	3	82,949	3	(1,554)	\$	81,395
Productive Hours		20,831		*		20,831
Non-Productive Hours		916		*		916
Total Hours		21,747	***		**********	
LPN Data Productive Salaries	\$	888,867	\$		\$	888,867
Non-Productive Salaries	•	39,645		**		39,645
Total Salaries	Š	928,512	S	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	Š	928.512
FICA	\$	70,200	\$	1,727	\$	71,927
Unemployment Insurance		**		**		40
Health Insurance		29,171		718		29,889
Workers Compensation		49,856		1,227		51,083
Other Fringe Benefits		12,988	************	(6,783)	000000000000000000000000000000000000000	6,205
Total Benefits	\$	162,215	3	(3,111)	\$	159,104
Productive Hours		52,078		*		52,078
Non-Productive Hours		2,566		5>		2,586
Total Hours	***************************************	54,644			800000 0	54,644
CNA Data (note 6)					_	
Productive Salaries	\$	1,415,504	\$	60	\$	1,415,564
Non-Productive Salaries	**************************************	25,583	www.rfsilliansan.co	esterción regen ren municipalistica de la	***************	25,583
Total Salaries	\$	1,441,087	\$	60	5	1,441,147

The Health Center of Merritt Island, Inc. d/b/a The Health Center of Merritt Island Schedule of Direct Patient Care for the fifteen month period ended December 31, 2001

		\s Reported		Increase Decrease)	j. eresses	ls Adjusted
CNA Data (note 6) continued:						
FICA	\$	108.953	\$	2.686	\$	111,639
Unemployment Insurance	*		*	 ,000	•	***************************************
Health Insurance		45,275		1,116		46,391
Workers Compensation		77,378		1,908		79,286
Other Fringe Benefits		20,158		(10,528)		9.630
Total Benefits	\$	251,764	3	(4,818)	\$	246,946
Parameter and Company of San Company		402207				
Productive Hours		135,597		**		135,597
Non-Productive Hours	***************************************	2,822	****	*	***************************************	2,622
Total Hours	DESCRIPTION OF THE PERSON OF T	138,219	***************************************	×		138,219
Agency Data						
RN	\$	18,326	S	*	\$	18,326
LPN		285,954		w		285,954
CNA		408,601		*		408,601
Total Agency Costs	\$	712,881	\$	`	\$	712,881
Agency Data						
RN		544		**		544
LPN		10,038		*		10,038
CNA	#980 WAY COLUMN	23,724	***************************************	*		23,724
Total Agency Hours	Mark.	34,306	U W W W W W W W W W W W W W W W W W W W	*	1000000000	34 ,306
Pediatric Offset - RN Data						
Productive Salaries	. \$		\$	*	\$	~
Non-Productive Salaries	. •	*	•	*	*	
Total Salaries	\$	40	\$	*	\$	***************************************
	27 000000000000000000000000000000000000				***************************************	
Productive Hours		*		•		
Non-Productive Hours		•		**		**
Total Hours	**************************************	*		*	3300000	*
Pediatric Offset - LPN Data						
Productive Salaries	S	46	\$	90	\$	90
Non-Productive Salaries	*	**	*	**	*	- 40
Total Salaries	S	*	3	*	3	-

The Health Center of Merritt Island, Inc. d/b/a The Health Center of Merritt Island Schedule of Direct Patient Care for the fifteen month period ended December 31, 2001

	As Reported	Increase (Decrease)	As Adjusted
Pediatric Offset (LPN Data continued) Productive Hours Non-Productive Hours Total Hours			
Pediatric Offset - CNA Data Productive Salaries Non-Productive Salaries Total Salaries	S and the second	\$	S
Productive Hours Non-Productive Hours Total Hours		Signature and the second secon	
Pediatric Offset - Agency Data RN LPN CNA Total Agency Costs		\$	\$ 5000000000000000000000000000000000000
Pediatric Offset - Agency Data RN LPN CNA Total Agency Hours	And the second s		
AIDS Offset - RN Data Productive Salaries Non-Productive Salaries Total Salaries		*	\$ Secretarian and the first state of the secretarian s
Productive Hours Non-Productive Hours Total Hours			***************************************
AIDS Offset - LPN Data Productive Salaries Non-Productive Salaries Total Salaries	S CONTROL CONT	\$	

The Health Center of Merritt Island, Inc. d/b/a The Health Center of Merritt Island Schedule of Direct Patient Care

		Increase	
	As Reported	(Decrease)	As Adjusted
AIDS Offset (LPN Data continued)			
Productive Hours	*	*	VP*
Non-Productive Hours	NA.	>	*
Total Hours	*	*	*
	·	(/	
AIDS Offset - CNA Data			
Productive Salaries	\$	\$ -	\$
Non-Productive Salaries	•	**	**
Total Salaries	\$	\$	\$
Productive Hours		*	w.
Non-Productive Hours	Walanasaan	**	4:
Total Hours		*	
AIDS Offset - Agency Data			
RN	\$	\$	\$
LPN	*	**	*
CNA	*	\$	*
Total Agency Costs	*	*	
AIDO Official American Data			
AIDS Offset - Agency Data RN			
LPN	*	*	*
CNA	**	**	*
Total Agency Hours	**		·
Data for All Departments			
Total Salaries	\$ 5,919,083	\$ (142,167)	\$ 5,776,916
		_	
FICA	\$ 447,510	\$.	\$ 447,510
Unemployment Insurance	*	"	********
Health Insurance	185,982	w	185,962
Workers Compensation	317,822 82,795	(44,192)	317,822 38,603
Other Fringe Benefits Total Benefits	\$ 1,034,089		\$ 989,897
i Ofgi Daviding	1,004,005	\$ (44,192)	
Patient Days Data			
Medicaid Patient Days	39,979	*	39,979
Total Patient Days	77,581	*	77,681

The Health Center of Merritt Island, Inc. d/b/a The Health Center of Merritt Island Notes to Schedules for the fifteen month period ended December 31, 2001

Note 1 - Basis of Presentation

The schedules, which were derived from the Cost Report for Florida Medicald Program Nursing Home Service Providers (cost report) for the current period, have been prepared in conformity with federal and state Medicaid reimbursement principles as specified in the State of Florida Medicaid Program as defined by applicable cost and reimbursement principles, policies, and regulations per Medicaid principles of reimbursement as interpreted by the Provider Reimbursement Manual (CMS-Pub. 15-1), Florida Title XIX Long-Term Care Reimbursement Plan, and the State of Florida's Agency for Health Care Administration Audit Services Medicaid Procedures Manual. The format and content of the information included in the schedules have been developed by the State of Florida's Agency for Health Care Administration Audit Services.

The balances in the "As Reported" columns of the schedules are the assertions and responsibility of the management of the nursing home. The balances in the "As Adjusted" columns are the result of applying the adjustments reflected in the "Increase (Decrease)" columns to the balances in the "As Reported" columns.

Note 2 - Allocations and Apportionment

Schedules G, G-1 and H of the cost report allocate allowable administration, plant operation and housekeeping costs to allowable and nonallowable ancillary, patient care, laundry and linen and nonrelimbursable cost centers based on predetermined statistical bases, such as square footage or total costs, as explained in the cost report. These schedules then apportion allowable costs after allocations to the Medicaid program based on other statistical bases, such as patient days or ancillary charges, as explained in the cost report. The net effect of such allocations and apportionments on each reimbursement class is presented in the Schedule of Allowable Medicaid Costs.

Note 3 - Initial Medicald Per Diem

Allowable Medicaid per diem costs for property and return on equity have not been calculated under the provisions of the applicable revision of the Florida Title XIX Long-Term Care Reimbursement Plan, and fair rental value provisions have not been applied. The effect, if any, of the fair rental value system, will be determined during the rate setting process, and where applicable, prospective rates will be calculated by applying inflation factors, incentives, low utilization penalties and reimbursement ceilings.

Note 4 - Capital Replacement Pass-Through Costs

Capital replacement pass-through costs in the form of depreciation and interest are presented without regard to the number of years remaining, if any, to full fair rental value system phase-in. Accordingly, pass-through reimbursement will be calculated based on amounts equal to or less than fifty percent of the costs presented herein as capital replacement pass-through costs. Once full fair rental value system phase-in has occurred no capital replacement costs are allowed to be passed through.

The Health Center of Merritt Island, Inc. d/b/a The Health Center of Merritt Island Notes to Schedules for the fifteen month period ended December 31, 2001

Note 5 - Interim Rate Cost Settlement

The Florida Title XIX Long-Term Care Reimbursement Plan stipulates that provider reimbursement, which is based on budgeted cost projections, will be subject to cost settlement. The amount of such settlement will be based on the difference between the budgeted interim rate paid for the cost reporting period, and the related actual costs incurred, stated as per diem. The Schedule of Interim Rate Cost Settlement Data presented herein will be used as the basis for determining any amounts due to or due from the Provider.

Note 6 - Direct Patient Care

The Schedule of Direct Patient Care which was derived from the Cost Report for Florida Medicaid Program Nursing Home Service Providers (cost report) for the current period, has been prepared in conformity with federal and state Medicaid reimbursement principles as specified in the State of Florida Medicaid Program as defined by applicable cost and reimbursement principles, policies, and regulations per Medicaid principles of reimbursement as Interpreted by the Provider Reimbursement Manual (CMS-Pub. 15-1), Florida Title XIX Long-Term Care Reimbursement Plan, and the State of Florida's Agency for Health Care Administration Audit Services Medicaid Procedures Manual.

The Health Center of Merritt Island, Inc. d/b/a The Health Center of Merritt Island Schedule of Adjustments

Attachment A

for the fifteen month period ended December 31, 2001

The following adjustments, which are included in the Schedule of Costs and those affecting ending equity capital in the Schedule of Statistics and Equity Capital, are supported by explanations and authoritative citations. All other adjustments presented herein are in accordance with Chapter 2300, primarily Section 2304, Adequacy of Cost Information, CMS-Pub. 15-1. Adjustments to the Schedule of Direct Patient Care are in accordance with Florida Title XIX Long-Term Care Reimbursement Plan Section V, B.

Classification	Account Number	Comment		crease screase)
Adjustments affecting				731 V 94 V)
Plant operation:		Krida		
1. Utilities	7342406985	To off-set vending income against related expense. (Sections 2105.2, 2102,3 & 2305.2, CMS Pub. 15-1)	\$	(12,764)
Repairs & maintenance - equipment	7242407100	To disallow items expensed by provider that should have been capitalized. (Section 108.1, CMS Pub. 15-1)		(12,512)
Repairs & maintenance - bullding	7242407105	To disallow items expensed by provider that should have been capitalized. (Section 108.1, CMS Pub. 15-1)		(9,379)
Repairs & maintenance - building	7242407105	To disallow cost / expense due to lack of supporting documentation. (Section 2304, CMS Pub. 15-1)		(2,067)
			\$	(36,722)
Administration: 5. Equipment	7258606980	To reclass to proper cost center. (Section 2302.8, CMS Pub 15-1)	S	(1,728)
6. Public relations	7258606790	To disallow cost related to promotional advertising. To reclass expense / cost to proper cost center. (Sections 2136 & 2302.8, CMS Pub. 15-1)		(11,726)
7. Legal expense	7258607055	To disallow cost / expense due to lack of supporting documentation. (Section 2304, CMS Pub. 15-1)		(817)

The Health Center of Merritt Island, Inc. d/b/a The Health Center of Merritt Island Schedule of Adjustments for the fifteen month period ended December 31, 2001

Attachment A

**************************************	Classification	Account Number	Comment		Increase (Decrease)
	Administration c	ontinued:			
8.	Worker's comp	9242406695	To disallow cost / expense due to lack of supporting documentation. (Section 2304, CMS Pub. 15-1)	\$	(1,522)
9.	Salaries & wages	7258506500	To adjust owner's compensation, (Section 900, CMS Pub. 15-1)		8,648
10.	Sales & Use Taxes	7258607155	To disallow cost / expense due to lack of supporting documentation. (Section 2304, CMS Pub. 15-1)		(660)
** **,	Small equipment	7258607130	To disallow items expensed by provider that should have been capitalized. (Section 108.1, CMS Pub. 15-1)		(3,861)
12.	Interest expenses - short term	9580009010	To disallow interest expenses paid to related parties. (Section 218.1 and 202.3, CMS Pub. 15-1)		(1,238)
				5	(12,904)
13.	Allowable ancill Small equipment		To disallow items expensed by provider that should have been capitalized. (Section 108.1, CMS Pub. 15-1)	\$	(775)
14.	Medical supplies	7041106805	To reclassify costs to the proper cost center. (Section 2302.8, CMS Pub. 15-1)		(28,997)
				\$	(29,772)

The Health Center of Memitt Island, Inc. d/b/a The Health Center of Merritt Island Schedule of Adjustments for the fifteen month period ended December 31, 2001

Attachment A

Classification	Account Number	Comment		Increase (Decrease)
Patient care: 15. Small equipment	7250207130	To disallow items expensed by provider that should have been capitalized. (Section 108.1, CMS Pub. 15-1)	\$	(627)
16. Small equipment	7242207130	To disallow items expensed by provider that should have been capitalized. (Section 108.1, CMS Pub. 15-1)		(1,580)
17. Sm a ll equipment	7240207130	To disallow items expensed by provider that should have been capitalized. (Section 108.1, CMS Pub. 15-1)		(6,000)
18. Routine central supply	7241106955	To reclassify costs to the proper cost center, (Section 2302.8, CMS Pub. 15-1)		28,997
19. Purchased Services	7240207030	To disallow cost / expense due to lack of supporting documentation. (Section 2304, CMS Pub. 15-1)		(578)
Description			<u>S</u>	20,212
Property: 20. Equipment	7258606980	To reclass to proper cost center. (Section 2302.8, CMS Pub 15-1)	\$	1,728
21. Real estate taxes	7258607150	To disallow cost / expense due to lack of supporting documentation. (Section 2304, CMS Pub. 15-1)		(21,010)
			\$	(19,282)
Net adjustments affect	cting costs		\$	(78,468)

The Health Center of Merritt Island, Inc. d/b/a The Health Center of Merritt Island Schedule of Adjustments

Attachment A

22. F	Productive sala		To adjust cost to examined amount. (Florida Title XIX	\$	Agentural describer des de la faction de
22. F	RN LPN	XXXX		S	
(LPN			S	
C		xxxx	I was Taken Once Database and Charles Canting I/O	•	220
	CNA		Long-Term Care Reimbursement Plan, Section V, B.)		***
ì		XXXX			60
1				\$	280
	Non-productive	salaries:			
23. F		XXXX	To adjust cost to examined amount. (Florida Title XIX	\$	"
1	LPN	XXXX Long-Term Care Reimbursement Plan, Section V, B.)	Long-Term Care Relmbursement Plan, Section V, B.)		*
(CNA	xxxx			•
				\$	*
ĺ	<u>FICA</u>			***************************************	######################################
24.	RN	XXXX	To adjust cost to examined amount, (Florida Title XIX	\$	900
ı	LPN	XXXX Long-Term Care Reimbursement Plan, Section V, B		1,727	
1	CNA	XXXX			2,686
				\$	5,313
j	Health Insurance	:e ;			
25. 1	RN	XXXX	To adjust cost to examined amount. (Florida Title XIX	\$	374
	LPN .	XXXX	Long-Term Care Reimbursement Plan, Section V, B.)		718
(CNA	XXXX			1,116
				\$	2,208
!	Worker's comp	ensation:			
26.	RN	XXXX	To adjust cost to examined amount. (Florida Title XIX	\$	639
	LPN	XXXX	Long-Term Care Reimbursement Plan, Section V. B.)		1,227
í	CNA	XXXX			1,908
				\$	3,774
	Other fringe be	nefits:			**************************************
27.		XXXX	To adjust cost to examined amount. (Florida Title XIX	\$	(3,467)
	LPN	XXXX	Long-Term Care Reimbursement Plan, Section V, B.)		(6,783)
	CNA	XXXX			(10,528)
				\$	(20,778)

The Health Center of Merritt Island, Inc. d/b/a The Health Center of Merritt Island Schedule of Adjustments

Attachment A

*****	Classification	Account Number	Comment	 Increase (Decrease)
<u>Adju</u>	stments Affecting	Direct Patie	nt Care (Pages 9 - 12) continued:	
	Total all departm	ent adjustme	ants:	
28.	Total salaries	XXXX	To adjust cost to examined amount. (Florida Title XIX	\$ (142,167)
	Total other fringe benefits	XXXX	Long-Term Care Reimbursement Plan, Section V, B.)	(44,192)
	paid			\$ (186,359)

The Health Center of Memitt Island, Inc. d/b/a The Health Center of Memitt Island Schedule of Adjustments

Attachment A

Classification	Account Number	Comment	crease (crease)
Adlustments affection	<u>g revenue (c</u>	age 4)	
29 Usual and custo daily rate	omary	To adjust to examined amount. (Section 2304, CMS Pub 15-1)	\$ (0.07)
Patient Charges	2		
Private and other	<u>er:</u>		
30 Other ancillary		To adjust charges based on examined charges. (Section 2202.1, CMS-Pub. 15-1)	\$ (1,867)
	Net adjustm	ents affecting revenue	\$ (1,867)

The Health Center of Merritt Island, Inc. d/b/a The Health Center of Merritt Island Schedule of Adjustments

Attachment A

Account Classification Number	Comment	increase (Decrease)
Average equity capital		
justments affecting statistics (F	Page 5)	
Facility square footage:		
Physical therapy	To adjust to actual. (Sections 2102.3 and 2304, CMS-Pub. 15-1)	444
Speech therapy	To adjust to actual. (Sections 2102.3 and 2304, CMS-Pub. 15-1)	•
Occupational therapy	To adjust to actual. (Sections 2102.3 and 2304, CMS-Pub. 15-1)	186
Audiological therapy	To adjust to actual. (Sections 2102,3 and 2304, CMS-Pub. 15-1)	•
Medical supplies	To adjust to actual. (Sections 2102.3 and 2304, CMS-Pub. 15-1)	vé
Other ancillary	To adjust to actual, (Sections 2102.3 and 2304, CMS-Pub. 15-1)	
Patient care	To adjust to actual, (Sections 2102.3 and 2304, CMS-Pub. 15-1)	*
Laundry and linen	To adjust to actual. (Sections 2102.3 and 2304, CMS-Pub. 15-1)	•
Radiology	To adjust to actual, (Sections 2102.3 and 2304, CMS-Pub. 15-1)	*
Lab	To adjust to actual. (Sections 2102.3 and 2304, CMS-Pub. 15-1)	*
Pharmacy	To adjust to actual. (Sections 2102.3 and 2304, CMS-Pub. 15-1)	*
Other nonallowable ancillary	To adjust to actual, (Sections 2102.3 and 2304, CMS-Pub. 15-1)	•
Beauty and barber	To adjust to actual, (Sections 2102.3 and 2304, CMS-Pub. 15-1)	•
Gift shap	To adjust to actual. (Sections 2102.3 and 2304, CMS-Pub. 15-1)	•
Clinic	To adjust to actual. (Sections 2102.3 and 2304, CMS-Pub. 15-1)	\$e-
Other nonreimbursable	To adjust to actual. (Sections 2102.3 and 2304, CMS-Pub. 15-1)	
Net adjustments to facility sq	uare footage	*

Attachment A

The Health Center of Merritt Island, inc. d/b/a The Health Center of Merritt Island Schedule of Adjustments for the fifteen month period ended December 31, 2001

The following adjustments reported in the Schedule of Fair Rental Value Data are in accordance with the fair rental value system provisions of the Florida Title XIX Long-Term Care Reimbursement Plan and, where appropriate, the applicable sections of Chapters 100, Depreciation, and 2300, Adequate Cost Data and Cost Findings of the Provider Reimbursement Manual (CMS-Pub. 15-1). The Provider has been furnished with schedules developed during the course of the examination which detail allowable components of the fair rental value system.

	Classification	Increase (Decrease)
	Fair Rental Value System Data:	
	Capital Additions	
٩.	Acquialtion costs	\$
2.	Retirements (not examined)	\$
	Capital Replacements (not examined)	
3.	Acquisition costs	\$
4.	Pass-through costs	\$
	Equity in Capital Assets (not examined)	
5.	Ending equity	\$
₿.	Average equity	\$
7.	Return on equity before apportionment	\$ (33,700)
8.	Return on equity apportioned to Medicaid	\$

August 20, 2014

Zainab Day Acting Administrator Audit Services Agency for Health Care Administration 2727 Mahan Drive, MS #21 Tallahassee, FL 32308

RE: Health Center of Merritt Island

Audit Period/Engagement No.: December 31, 2001 / NH04-198J

Revisions to Sch. of Costs Adjustment Nos. 1, 3, 6, 12a added and 21a added

Adjustment No.	From	Anna de la companya del la companya de la companya
	(12,764)	(4 717)
3	(9,379)	(6.157)
	(11.726)	15 4401
128		7 051
21a	***	(7,051)
		and processing a succession to the second

Corrections to "As Reported" amounts on original audit report Revisions to Sch. of Direct Patient Care Information

RN Other fringe benefits changed – as reported from \$6,641 to \$5,056

RN Other fringe benefits changed – increase(decrease) from \$(3,467) to \$(2,882)

LPN Other fringe benefits changed – as reported from \$12,988 to \$9,889

LPN Other fringe benefits changed – increase(decrease) from \$(6,783) to \$(3,684)

CNA Other fringe benefits changed - as reported from \$20,158 to \$15,348

CNA Other fringe benefits changed – increase(decrease) from \$(10,528) to \$(5,718)

Total other fringe benefits changed – as reported from \$82,795 to \$63,039

Total other fringe benefits changed – increase(decrease) from \$(44,192) to \$(24,436)