STATE OF FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION

FILED ANDA AGENCY CLERK 2015 NOV 12 P12: 19

THE HEALTH CENTER OF PLANT CITY, INC. d/b/a THE HEALTH CENTER OF PLANT CITY,

Petitioner,

vs.

САЅЕ NO.: 05-4677 ENGAGEMENT No: NH04-200J PROVIDER No.: 226343 RENDITION NO.: AHCA-15 - ОВАЗ -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 $\underline{9^{th}}$ day of <u>November</u>, 2015, in Tallahassee, Florida.

ELIZABETH DUDEK, SECRETARY Agency for Health Care Administration

Final Order Engagement No. **NH04-200J** Page 1 of 3

Filed November 18, 2015 2:33 PM Division of Administrative Hearings

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)

Shena Grantham, Chief Medicaid FFS Counsel (Interoffice Mail) Zainab Day, Medicaid Audit Services Agency for Health Care Administration (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)

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 $\frac{1}{2}$ Nehl , 2015. day of Richard Shoop, Esquire Agency Clerk State of Florida Agency for Health Care Administration 2727 Mahan Drive, Building #3

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Tallahassee, Florida 32308-5403

Final Order Engagement No. **NH04-200J** Page **3** of **3**

STATE OF FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION

THE HEALTH CENTER OF PLANT CITY, INC. d/b/a THE HEALTH CENTER OF PLANT CITY,

Petitioner,

vs.

Engagement No.: NH04-200J Provider No.: 226343

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION,

Respondent.

SETTLEMENT AGREEMENT

Respondent, STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION ("AHCA" or "the Agency"), and Petitioner, THE HEALTH CENTER OF PLANT CITY, INC. d/b/a THE HEALTH CENTER OF PLANT CITY, ("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 NH04-200J.

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 NH04-200J, AHCA examined the PROVIDER's cost report covering the examination period ending on September 30, 2001.

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, <u>except</u> 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.

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

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.

This Agreement is and shall be deemed jointly drafted and written by all parties to 20. 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 PLANT CITY	Y,
INC. d/b/a THE HEALTH CENTER OF	
PLANT CITY (
Providers' Representative	
Providers' Representative	

Dated: <u>7 - 24 -</u>, 2015

Direc Tor Printed Title of Providers' Representative

Michael Q. Bittmon Legal Counsel for Provider

Dated: <u>8-4</u>, 2015

Dated: <u>7 - 2 4</u>, 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

Justin Senior

Deputy Secretary, Medicaid

Stuart Williams General Counsel

Shena Grantham Medicaid FFS Chief Counsel

meh Willis F. Melvin, Jr.

Assistant General Counsel

Dated: <u>119</u>, 2015

11 Dated: , 2015

Dated: /0/24, 2015

Dated: October 15,2015



JEB BUSH, GOVERNOR

ALAN LEVINE, SECRETARY

November 6, 2005 Return Receipt No. 7000 1530 0000 5397 3223

HEALTH CENTER OF PLANT CITY, THE 701 NORTH WILDER ROAD PLANT CITY, FL 33566

Provider No.: 226343 Audit Period/Engagement No.: September 30, 2001/NH04-200J

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,

Xwa Dhien

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

Attachment(s):



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

Visit AHCA online at www.fdhc.state.fl.us

The Health Center of Plant City, Inc. d/b/a Health Center of Plant City Medicald Examination Report for the year ended September 30, 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@smileyandsmileypa.com

Independent Accountants' Report

Secretary Agency for Health Care Administration:

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We have examined the schedules and statistical data as listed in the Table of Contents, which were derived from the Cost Report for Florida Medicaid Program Nursing Home Service Providers (the "Cost Report") of The Health Center of Plant City, Inc., d/b/a The Health Center of Plant City (a corporation) (the "Provider"), for the year ended September 30, 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 year ended September 30, 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 Plant City, Inc., d/b/a The Health Center of Plant City, for the year ended September 30, 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 Plant City, Inc. d/b/a The Health Center of Plant City and is not intended to be and should not be used by anyone other than these specified parties.

November 10, 2004

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Amiley & Imiley, Pa.

Smiley & Smiley, PA Jacksonville, Florida

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Cost Center Totals Costs to be allocated:	As Reported	Increase (Decrease)	An Anti-mand
Plant operations	\$ 444,052	(Decrease) \$ (3,496)	As Adjusted \$ 440,556
Housekeeping	294,361	(4,018)	290,343
	738,413	(7,514)	730,899
Administration	885,477	(29,911)	855,566
Owner's administrative compensation	-	(20,511)	000,000
	1,623,890	(37,425)	1,586,465
Allowable ancillary cost centers:		(01)100/	1,000,100
Physical therapy	89,368	(3,836)	85,532
Speech therapy	24,593	(52)	24,541
Occupational therapy	93,511	(214)	93,297
Audiological therapy	•	(= · · ·)	
Medical supplies	17,248		17,248
Other	37,925	(14)	37,911
	262,645	(4,116)	258,529
Patient care costs:			
Nursing	3,621,374	(7,974)	3,613,400
Dietary	797,937	(4,412)	793,525
Oxygen		(4,412)	100,020
Other	507,541	(630)	506,911
	4,926,852	(13,016)	4,913,836
Laundry and linen costs	129,233	(2,955)	126,278
Proporty contain			
Property costs:			
Depreciation (not examined)	374,600	•	374,600
Interest on property (not examined)	141,501	•	141,501
Rent on property (not examined)	•	6,461	6,461
Insurance on property	21,023	-	21,023
Taxes on property Home office property	119,645	(631)	119,014
	656,769	5,830	662,599
Nonallowable ancillary cost centers:			
Radiology	10,621	•	10,621
Lab	16,299	-	16,299
Pharmacy	22,194	-	22,194
Other	*	-	-
	49,114	~	49,114
Other nonreimbursable cost centers:			
Beauty and barber	17,801	(42)	17,759
Gift shop	•	•	-
Clinic	-	-	•
Other	-	-	-
	17.801	(42)	17,759
Total operating costs	7,666,304	(51,724)	7,614,580
Medicald bad debts		*	-
Total costs	\$ 7,666,304	\$ (51,724)	\$ 7,614,580

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	A	s Reported		crease crease)	As Adjusted		
Usual and customary daily rate	\$	149.23	\$	0.42	\$	149.65	
Patient Charges:							
Medicaid:							
Ancillary cost centers:							
Physical therapy	\$	2,288	\$		\$	2,288	
Speech therapy		2,113	•	~	4	2,200	
Occupational therapy		3,175		-		3,175	
Audiological therapy		-,		-		3,175	
Medical supplies		14,173		-		- 14,173	
Other		23,298		_		23,298	
Room and board		5,365,135		-		•	
Other				-		5,365,135	
Totals		5,410,182			·····	5,410,182	
Medicare:							
Ancillary cost centers:							
Physical therapy		128,515		_		128,515	
Speech therapy		40,209		_		40,209	
Occupational therapy		122,335		-		122,335	
Audiological therapy				_		122,000	
Medical supplies		4,340		-		4 2 4 2	
Other		20,416		-		4,340	
Room and board		543,006		-		20,416	
Other		-		-		543,006	
Totals	**************************************	858,821		-		858,821	
Private and other:							
Ancillary cost centers:							
Physical therapy		43,571				40.574	
Speech therapy		6,052		-		43,571	
Occupational therapy		33,771		-		6,052	
Audiological therapy		-		-		33,771	
Medical supplies		7.431		-		7 494	
Other		26,255		6,830		7,431	
Room and board		2,285,219		0,000		33,085	
Other						2,285,219	
Totals	***********	2,402,299		6,830		2,409,129	
Total charges	\$	8,671,302	S	6,830	\$	8,678,132	
					Ψ	0,010,132	

The Health Center of Plant City, Inc. d/b/a Health Center of Plant City Schedule of Statistics and Equity Capital for the year ended September 30, 2001

<u>Statistics:</u>	As Reported	Increase (Decrease)	As Adjusted
Number of beds	180		180
Patient Days:			
Medicaid	42,505		40 EOF
Medicare	3,513	•	42,505
Private and other	16,098	-	3,513 16,098
Total patient days	62,116	the second s	62,116
Percent Medicald	68.428%	0.000%	68.428%
Facility square footage:			
Allowable ancillary cost centers:			
Physical therapy	1,872	-	1,872
Speech therapy	351	-	351
Occupational therapy	1,452	-	1,452
Audiological therapy		<u>.</u>	11402
Medical supplies	197	•	197
Other	160		160
Patient care	48,417	-	48,417
Laundry and linen	1,198	•	1,198
Radiology	•	•	•
Lab		•	•
Pharmacy	35	•	35
Other nonallowable ancillary	*	-	-
Beauty and barber	455	•	455
Gift shop	-	-	
Clinic	•	-	-
Other nonreimbursable	-	-	
Total facility square footage	54,137		54,137
Equity Capital (not examined):			
Ending equity capital	\$ 4,830,626	¢	¢
Average equity capital	\$ 2,415,312	<u>\$</u> - \$-	\$ 4,830,626 \$ 2,415,312
Annual rate of return	0.000%		
Return on equity before apportionment	\$ -	5.490% \$ 132,601	5.490%
recent on adary parale appointention	φ -	\$ 132,601	\$ 132,601

Type of ownership:CorporationDate cost report accepted:April 21, 2002



The Health Center of Plant City, Inc. d/b/a Health Center of Plant City Schedule of Allowable Medicald Costs for the year ended September 30, 2001

Total Costs:		0		locations and		Costs After
Reimbursement Class	Costs as Adjusted		A	oportionment (Note 2)		ocations and portionment
Operating	\$	1,712,743	\$	(612,546)	\$	1,100,197
Patient care		5,172,365		(1,784,816)	•	3,387,549
Property (not examined)		662,599		(209,071)		453.528
Nonreimbursable		66,873		2,606,433		2.673.306
Totals (Page 3)		7,614,580		-		7,614,580
Return on equity (Page 5) (not examined)		132,601		(46,554)		86,047
Non-Medicaid		-		46,554		46,554
Totais	\$	7,747,181	\$		\$	7,747,181

Allowable Medicald Costs:

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Reimbursement Class	sement Class As Reported (Decrease)			As Adjusted		
Operating	\$	1,126,101	\$	(25,904)	\$	1,100,197
Patient care		3,397,659	-	(10,110)	-	3,387,549
Property (not examined)		449,278		4,250		453,528
Return on equity (not examined)		•		86,047		86.047
Totals	\$	4,973,038	\$	54,283	\$	5,027,321

Allowable Medicaid Per Diem Costs:

Reimbursement Class	A	s Reported	ncrease)ecrease)	A	s Adjusted
Operating	\$	26.49	\$ (0.61)	s	25.88
Patient care		79.94	(0.24)		79.70
Property (not examined)		10.57	0.10		10.67
Return on equity (not examined)		-	2.02		2.02
Initial Medicald per diem (Note 3)	\$	117.00	\$ 1.27	\$	118.27

The Health Center of Plant City, Inc. d/b/a Health Center of Plant City Schedule of Interim Rate Cost Settlement Data for the year ended September 30, 2001

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Reason for interim rate:	Change of owners	hip	
Effective date for interim rate change:	October 1, 2000		
Ending date for the Interim rate period:	September 30, 200)1	
Medicald patient days during the interi	im rate period:		42,505
Total patient days during the interim p	eriod		62,116
Date component interim rate costs we	re first incurred		N/A
Cost incurred during the Interim rate p	eriod (note 5):		
Direct patient cost duri	ng interim rate period	\$	2,109,795
Inirect patient cost dur	ing interim rate period		1,277,754
Operating cost during	interim rate period		1,100,197
Property cost during in	terim rate period (not examined)		453,528
Return on equity during	g interim rate period (not examined)		86,047
Total Interim Rate cost incurred during	g cost report period;	\$	5,027,321

The Health Center of Plant City, Inc. d/b/a Health Center of Plant City Schedule of Fair Rental Value System Data for the year ended September 30, 2001

Capital Additions and Improvements:	As Repo	orted		9380 8358)	As	Adjusted
Acquisition costs: 10/01/00 to 12/31/00 1/1/01 to 6/30/01 7/1/01 to 9/30/01	\$	-	\$	-	\$	
Totals Original Ioan amount Retirements	\$ \$ \$		\$ \$ \$		\$ \$ \$	
<u>Capital Replacements (not examined):</u> Acquisition costs Original loan amount Pass-through costs (Note 4)	\$ \$		<u>\$</u> <u>\$</u>		\$ \$	
Acquisitions: 10/01/00 to 9/30/01 Depreciation Interest Prior to 10/01/00 Total	\$ \$		\$ <u>\$</u>	-	\$	-
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 before apportionment Return on equity in capital assets apportioned to Medicaid		520,155 148,418 0.000%	\$ \$ \$ \$ \$	5.490% 134,418 87,227	\$ \$ \$ \$	4,520,155 2,448,418 5.490% 134,418 87,227

Mortgage Information

No Mortgage

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	<u></u> _	s Reported		Increase Decrease)As Adjusted			
RN Data (note 6)							
Productive Salaries	\$	137 346			•		
Non-Productive Salaries	4	137,346 4,379	\$	-	\$	137,346 4,379	
Total Salaries	\$	141,725	\$		\$	141,725	
					-	141,120	
FICA	\$	10,941	\$	420	\$	11,361	
Unemployment Insurance		-		•	•		
Health Insurance		5,628		216		5,844	
Workers Compensation		9,033		(40)		8,993	
Other Fringe Benefits	-	512	_	(138)		374	
Total Benefits	\$	26,114	\$	458	\$	26,572	
Productive Hours		a aa .					
Non-Productive Hours		6,834		-		6,834	
Total Hours		228				228	
		7,002				7,062	
LPN Data							
Productive Salaries	\$	040.074	•				
Non-Productive Salaries	φ	943,671	\$	-	\$	943,671	
Total Salaries	\$	28,167 971,838	*			28,167	
Total Galaries	3	971,030	\$		\$	971,838	
FICA	\$	75,024	\$	2,884	\$	77,908	
Unemployment Insurance				-		-	
Health Insurance		38,591		1,483		40,074	
Workers Compensation		61,940		(274)		61,666	
Other Fringe Benefits		3,511		(949)		2,562	
Total Benefits	\$	179,066	\$	3,144	\$	182,210	
Productive Hours		51,105				54 405	
Non-Productive Hours		1,720		•		51,105 1,720	
Total Hours		52,825	**************************************			52,825	
· - · - · · · • • • • •		02,023		-	×	52,025	
CNA Data							
Productive Salaries	\$	1,434,790	\$	-	\$	1,434,790	
Non-Productive Salaries		39,388		-		39,388	
Total Salaries	\$	1,474,178	\$	*	\$	1,474,178	

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		s Reported		ncrease Decrease)		s Adjusted
CNA Data (note 6) continued:						
FICA Unemployment Insurance	\$	113,804	\$	4,374	\$	118,178
Health Insurance		58,539		2,250		- 60.700
Workers Compensation		93,956		(415)		60,789
Other Fringe Benefits		5,326		(1,440)		93,541 3,886
Total Benefits	\$	271,625	\$	4,769	\$	276,394
Productive Hours		132,693		-		132,693
Non-Productive Hours	·····	3,749	*			3,749
Total Hours		136,442		-	ioni	136,442
Agency Data						
RN	\$	7,037	\$	~	\$	7,037
LPN		2,997		•		2,997
CNA		263				263
Total Agency Costs	\$	10,297	\$	-	\$	10,297
Agency Data						
RN		317		•		317
LPN		101		-		101
CNA		16	-	-		16
Total Agency Hours		434		-	W R	434
Pediatric Offset - RN Data						
Productive Salaries	\$	-	\$		\$	-
Non-Productive Salaries	•	-	Ť	-	¥	-
Total Salaries	\$		\$		5	
	*******				T. Martine Contraction	
Productive Hours		-		-		-
Non-Productive Hours		-		-		-
Total Hours	·	-		**		-
Pediatric Offset - LPN Data						
Productive Salaries	\$	-	\$	~	\$	-
Non-Productive Salaries		-		······		-
Total Salaries	\$	-	\$	- 	\$	*

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	As Reported	Increase (Decrease)	As Adjusted
Pediatric Offset (LPN Data continued) Productive Hours Non-Productive Hours	-		-
Total Hours	nara di senera di se		
Pediatric Offset - CNA Data Productive Salarles Non-Productive Salarles	\$-	\$	\$ -
Total Salarles	\$ -	\$ -	\$
Productive Hours Non-Productive Hours	•		-
Total Hours			
Pediatric Offset - Agency Data RN	•	-	-
LPN CNA	\$ - -	\$ - -	\$ - -
Total Agency Costs	\$	\$	<u>s</u> -
Pediatric Offset - Agency Data			
RN LPN CNA	-	-	-
Total Agency Hours			an a
AIDS Offset - RN Data Productive Salaries	*	•	
Non-Productive Salaries Total Salaries	\$ -	\$ - -	\$ -
	\$	<u>\$</u> -	\$ -
Productive Hours Non-Productive Hours	•	-	*
Total Hours			÷
AIDS Offset - LPN Data Productive Salaries	\$-	\$-	\$ -
Non-Productive Salaries Total Salaries	<u> </u>	*	
	ې	\$ -	\$ -

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AIDS Offset (LPN Data continued)	As Reported	Increase (Decrease)	As Adjusted
Productive Hours	-	-	-
Non-Productive Hours		<u> </u>	-
Total Hours	-	*	
AIDS Offset - CNA Data			
Productive Salaries	S -	\$-	\$ -
Non-Productive Salaries	•	-	~ -
Total Salarles	5 -	\$ -	\$ -
• • • • •			
Productive Hours Non-Productive Hours	-	*	-
Non-Productive Hours Total Hours	- 	-	9 Augustus - Milling Barnari - Andrea - A The Andrea -
AIDS Offset - Agericy Data			
RN	\$-	\$ -	\$-
LPN CNA	•	-	-
Total Agency Costs	<u> </u>	<u>s</u>	
AIDS Offset - Agency Data			
RN	-	**	•
LPN CNA	•	•	-
Total Agency Hours			
• •			
Data for All Departments			
Total Salaries	<u>\$ 4,495,287</u>	\$ (166,373)	\$ 4,328,914
FICA	\$ 347,030	\$-	\$ 347,030
Unemployment Insurance	φ 047,000 -	ф -	\$ 347,030
Health Insurance	178,506	-	178,506
Workers Compensation	286,506	(11,824)	274,682
Other Fringe Benefits	16,240	(4,829)	11,411
Total Benefits	\$ 828,282	\$ (16,653)	\$ 811,629
Patient Days Data			
Medicaid Patient Days	42,505		42,505
Total Patient Days	62,116		62,116
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The Health Center of Plant City, Inc. d/b/a Health Center of Plant City Notes to Schedules for the year ended September 30, 2001

Note 1 - Basis of Presentation

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The schedules, which were derived from the Cost Report for Florida Medicaid 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 nonreimbursable 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 Medicald 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 Medicaid 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 Plant City, Inc. d/b/a Health Center of Plant City Notes to Schedules for the year ended September 30, 2001

Note 5 - Interim Rate Cost Settlement

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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 Relmbursement Manual (CMS-Pub. 15-1), Florida Title XIX Long-Term Care Relmbursement Plan, and the State of Florida's Agency for Health Care Administration Audit Services Medicaid Procedures Manual.



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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		Increase
Adjustments affecting	o costs (Pac	16 3)		(Decrease)
Plant operation	Ľ			
1. Travel	724240709	5 To offset other income against related expense. (Section 2102.3 & 2302.5, CMS Pub. 15-1)	\$	(590)
2. Utilities	725250698	5 To offset other Income against related expense. (Section: 2102.3 & 2302.5, CMS Pub. 15-1)		(114)
3. Worker's comp	7242406695	5 To adjust costs to examined amount. (Section 2304 and 2102.1, CMS Pub. 15-1)		(285)
4. Repairs & maintenence - equipment	7242407100) To disallow expense / cost due to lack of supporting documentation. (Section 2304, CMS Pub. 15-1)		(1,168)
5. Repairs & maintenence - building	7252407105	To disallow capitalized equipment / capital assets improperly expensed by provider. (Section 108.1, CMS Pub. 15-1)		(1,339)
Housekeeping:			\$	(3,496)
	724206695	To adjust costs to examined amount. (Section 2304 and 2102.1, CMS Pub. 15-1)	Ş	(549)
7. Small 7 equipment		To disallow capitalized equipment / capital assets improperty expensed by provider. (Section 108.1, CMS Pub. 15-1)		(3,469)
Administration:		-	\$	(4,018)
8. Public relations 7	(To disallow costs due to lack of supporting documentation. (Section 2304 and 2304.1, CMS Pub. 15-1)	\$	(9,434)

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<u>Atlachment A</u>

	_	Account			
	Classification	Number	Comment	(Increase Decrease)
	Administration				
	9. Public relation	IS 725860679	0 To disallow cost that is not related to patient care (Section 2100 and 2102.3, CMS Pub. 15-1)	\$	(6,614)
10). Equipment rental	725860698	0 To reclass expense / cost to proper cost center. (Section 2302.8, CMS Pub. 15-1)		(6,461)
11	, Interest expense - short term	958000901() To disallow interest expense paid to related parties. (Section 218.1 & 202.3, CMS Pub. 15-1)		(1,715)
12	. Legal expense	7258607055	To disallow expense / cost due to lack of supporting documentation. (Section 2304 and 2304.1, CMS Pub. 15-1)		(513)
13.	Worker's comp	7258606695	To adjust costs to examined amount. (Section 2304 and 2102.1, CMS Pub. 1 5 -1)		(806)
14.	Sales & use tax	7258607155	To adjust costs to examined amount. (Section 2304 and 2102.1, CMS Pub. 15-1)		(170)
15.	Repairs & maintenence - office equipment	7258607100	To disallow capitalized equipment / capital assets Improperly expensed by provider. (Section 108.1, CMS Pub. 15-1)		(1,516)
	Admin - salarles	7242207130	To adjust owner's compensation. (Section 900, CMS Pub. 15-1)		(2,682)
	<u>Allowable ancilla</u> Worker's comp		To adjust costs to examined amount. (Section 2304	5	(29,911)
		7040806695	and 2102.1, CMS Pub. 15-1) To adjust costs to examined amount. (Section 2304 and 2102.1, CMS Pub. 15-1)	\$	(214)

			The Health Center of Plant City, Inc. d/b/a Health Center of Plant City Schedule of Adjustments for the year ended September 30, 2001		Attach
	Classification	Account Number	Comment		ICrease
19	Allowable and Worker's com	iliary continue p 704070669	d: 5 To adjust costs to examined amount. (Section 2304 and 2102.1, CMS Pub. 15-1)	<u>(D</u> 4 \$	(194)
20.	. Worker's comp	o 7040506692	2 To adjust costs to examined amount. (Section 2304 and 2102.1, CMS Pub. 15-1)		(14)
21.	Small equipment	7040707130	To disallow capitalized equipment / capital assets improperly expensed by provider. (Section 108.1, CMS Pub. 15-1)		(3,642)
	Patient care:			\$	(4,116)
	Equipment rental	7240206980	To reclass expense / cost to proper cost center. (Section 2302.6, CMS Pub. 15-1)	\$	(118)
23.	Worker's comp	7240206695	To adjust costs to examined amount. (Section 2304 and 2102.1, CMS Pub. 15-1)		(7,856)
24. '	Worker's comp	7242006695	To adjust costs to examined amount. (Section 2304 and 2102.1, CMS Pub. 15-1)		(305)
25. \	Worker's comp	7242006695	To adjust costs to examined amount. (Section 2304 and 2102.1, CMS Pub. 15-1)		(197)
26. V	Vorker's comp	7242206695 1 a	To adjust costs to examined amount. (Section 2304 and 2102.1, CMS Pub. 15-1)		(952)
27. V	Vorker's comp	7242006695 1 a	Fo adjust costs to examined amount. (Section 2304 and 2102.1, CMS Pub. 15-1)		(128)
28. R m	lepairs & 7 naintenance	tr tr	o disallow capitalized equipment / capital assets nproperly expensed by provider. (Section 108.1, CMS Pub. 15-1)		(2.622)

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			The Health Center of Plant City, Inc. d/b/a Health Center of Plant City Schedule of Adjustments for the year ended September 30, 2001		Â
	Classification	Account Number			Increase
	Patient care c		Comment	_	(Decrease)
29	equipment		0 To disallow capitalized equipment / capital assets improperly expensed by provider. (Section 108.1, CMS Pub. 15-1)	\$	(838
	Laundry and hi	nen:		\$	(13,016)
30.	. Worker's comp	7240406695	5 To adjust costs to examined amount. (Section 2304 and 2102.1, CMS Pub. 15-1)	\$	(233)
31.	Repairs & maintenence - equipment	7240407100) To disallow capitalized equipment / capital assets Improperly expensed by provider. (Section 108.1, CMS Pub. 15-1)		(2,722)
	Property;		-	\$	(2,955)
32.	Real Estate Taxes	7258607150	To reclass expense / cost to proper cost center. (Section 2302.8, CMS Pub. 15-1)	\$	118
	Real Estate Taxes	7258607150	To adjust costs to examined amount. (Section 2304 and 2102.1, CMS Pub. 15-1)	s	(749)
	Equipment rental	XXXX	To reclass expense / cost lo proper cost center. (Section 2302.8, CMS Pub. 15-1)		6,461
(Other nonreimbu	mahle	3	;	5,830
		7041806695	To adjust costs to examined amount. (Section 2304 sand 2102.1, CMS Pub. 15-1)	;	(42)
					(42)
ار مر ق	justments affect		Ŧ		(74)

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	Classification	Account Number	Comment		Increase
Ad	ustments Affectin	o Direct Pati	ent Care (Pages 9 - 12)		(Decrease)
	EICA				
36	3. RN	XXXX	To adjust cost to examined amount. (Florida Title XI)		
	LPN	xxxx	Long-Term Care Reimbursement Plan, Section V, B.	K 5.)	42
	CNA	XXXX			2,88
				·····	4,37
	Health Insurance	A.		\$	7,67
37	'. RN	XXXX	To adjust cost to success to a success		
	LPN	XXXX	To adjust cost to examined amount. (Florida Title XIX Long-Term Care Reimbursement Plan, Section V, B.)	(\$ 	21
	CNA	xxxx			1,48
					2,250
	Mender de la com			\$	3,949
28	Worker's compe RN			*****	
JU.	LPN	XXXX	To adjust cost to examined amount. (Florida Title XIX Long-Term Care Reimbursement Plan, Section V, B.)	\$	(40
	CNA	XXXX			(274
	CHA	XXXX			(415)
				\$	(729)
	Other fringe bene	ofits:			
39.	RN	XXXX	To adjust cost to examined amount. (Florida Title XIX	5	(138)
	LPN	XXXX	Long-Term Care Relmbursement Plan, Section V, B.)		(949)
	CNA	XXXX			(1,440)
	Total all departme	ant adjustme	ots.	\$	(2,527)
40.	Total salaries	XXXX	To adjust cost to examined amount (Florida Title XIX	۰.	1400 370.
			Long-Term Care Reimbursement Plan, Section V, B.)	3	(166,373)
	Total worker's compensation	XXXX			(11,824)
	Total other Iringe benefits paid	XXXX			(4,829)
			-	\$	(183,026)

			The Health Center of Plant City, Inc. d/b/a Health Center of Plant City Schedule of Adjustments for the year ended September 30, 2001	Atta	chment A
Ad	Classification ustments affecting	Account Number revenue (p	Comment		rease crease)
44.	Usual and custor daily rate	nary	To adjust to examined amount. (Section 2304, CMS Pub 15-1)	\$	0.42
	Patient Charges				
	Private & other:				
45.	Other ancillary		To adjust charges based on examined charges. (Section 2202.1, CMS-Pub. 15-1)	\$	6,830

Net adjustments affecting revenue

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\$ 6,830

Attachment A

AL- 10	Account Number	Comment	Increase (Decrease)
Average equity cap	ital		<u>(occiosse)</u>
Adjustments affecting st	alistics (F	Page 5)	
Facility square foota	iqe:		
Physical therapy		To adjust to actual. (Sections 2102.3 and 2304, CMS-Pub. 15-1)	.
Speech therapy		To adjust to actual. (Sections 2102.3 and 2304, CMS-Pub. 15-1)	
Occupational therap	у	To adjust to actual. (Sections 2102.3 and 2304, CMS-Pub. 15-1)	-
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)	
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 a		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 shop		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)	
Other nonreimbursab		To adjust to actual. (Sections 2102.3 and 2304, CMS-Pub. 15-1)	

Net adjustments to facility square footage

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Composite Exhibits 44

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Attachment A

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	
1. Acquisition costs	•
2. Retirements	<u> </u>
Capital Replacements	
3. Acquisition costs	
4. Pass-through costs	<u>s</u>
Equity in Capital Assets	
5. Ending equity	•
6. Average equity	3
7. Return on equity before apportionment	3
8. Return on equity apportioned to Medicated	<u>\$ 134,418</u> <u>\$ 87,227</u>

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August 20, 2014

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

RE: The Health Center of Plant City Audit Period/Engagement No.: September 30, 2001 / NH04-200J

Adjustment No.	From	То
4	(1,168)	
5	(1,339)	
8	(9,434)	(4,717)
9	(6,614)	(3,307)
12	(513)	- (0,001)
15	(1,516)	
31	(2,722)	

Revisions to Sch. of Costs Adjustment Nos. 4, 5, 8, 9, 12, 15, and 31

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 \$512 to \$360 RN Other fringe benefits changed – increase (decrease) from \$(138) to \$14 LPN Other fringe benefits changed – as reported from \$3,511 to \$2,467 LPN Other fringe benefits changed – increase (decrease) from \$(949) to \$95 CNA Other fringe benefits changed – as reported from \$5,326 to \$3,742 CNA Other fringe benefits changed – increase (decrease) from \$(1,440) to \$144 Total other fringe benefits changed – as reported from \$16,240 to \$11,411 Total other fringe benefits changed – increase (decrease) from \$(4,829) to \$-0-