

FILED
AHCA
AGENCY CLERK

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

2009 SEP 22 P 2:59

SOUTHERN OAKS REHABILITATION
AND NURSING CENTER,

Petitioner,

vs.

AHCA No.: 08-4760

Petition No. AHCA-09-902-J-MDE

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 15th day of September, 2009 in Tallahassee, Florida.



Holly Benson, 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:

Peter A. Lewis, Esquire
Attorney for Petitioner
2931 Kerry Forest Parkway, Suite 202
Tallahassee, Florida 32309
(U.S. Mail)

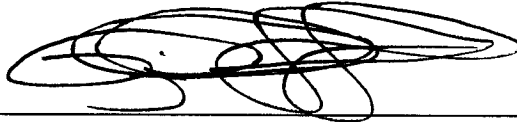
Brevin Brown, Senior Attorney
Agency for Health Care Administration
2727 Mahan Drive, MS #3
Tallahassee, Florida 32308-5403
(Interoffice)

Carlton D. Snipes, Deputy Secretary
Agency for Health Care Administration
2727 Mahan Drive, MS #8
Tallahassee, Florida 32308
(Interoffice)

Wesley Hagler, MPA Administrator
Agency for Health Care Administration
2727 Mahan Drive, MS #21
Tallahassee, Florida 32308
(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 22nd day of September, 2008.



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

APR 14 2009

**Agency for Health
Care Administration**

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

**SOUTHERN OAKS REHABILITATION
AND NURSING CENTER,**

Petitioner,

v.

CASE NO.: 08-4760

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

Respondent.

_____ /

SETTLEMENT AGREEMENT

The **Agency for Health Care Administration** (“AHCA” or “the Agency”), and Petitioner, Southern Oaks Rehabilitation and Nursing Center (“PROVIDER”), stipulate and agree as follows:

1. This Agreement is entered into between the parties to resolve disputed issues arising from the Agency’s determinations with respect to Southern Oaks’ change of ownership.
2. The PROVIDER is a Medicaid provider in the State of Florida operating a nursing home facility.
3. The PROVIDER became a Medicaid Provider as a result of a change of operator (CHOP). The CHOP took place on December 31, 2007. A Provider’s rate was set by the Agency on August 27, 2008 and transmitted to the facility through a rate notification letter of that date. The rate notification letter informed the PROVIDER that its new provider rate was based upon AHCA’s determination that the CHOP was a related party transaction


4. In response to the rate setting, the PROVIDER filed a timely petition for administrative hearings.
5. Subsequent to the filing of the petition for administrative hearing, the PROVIDER provided additional documents and discussed the disputed rate. As a result of the aforementioned exchange, the parties agree to treat PROVIDER as if it was a nonrelated party for rate setting purposes.
6. In order to resolve this matter without further administrative proceedings, the PROVIDER and AHCA expressly agree that AHCA shall recalculate the PROVIDER'S rate as a nonrelated party change of operator CHOP, as set forth in paragraph 5 above. The recalculation of the rates, as specified in paragraph 5 completely resolves and settles this cases, and sets the method of determining the rates for the facility.
7. This agreement constitutes the PROVIDER'S withdrawal of its petitions for administrative hearing, with prejudice.
8. 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.
9. This settlement does not constitute an admission of wrongdoing or error by the Parties with respect to this case or any other matter.
10. Each party shall bear their respective attorneys' fees and costs, if any.
11. The signatories to this Agreement, acting in their respective representative capacities, are duly authorized to enter into this Agreement on behalf of the party represented.

12. 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 a Final Order may not be issued until said original Agreement is received by AHCA.
13. This Agreement shall be construed in accordance with the provisions of the laws of Florida. Venue for any action arising from this Agreement shall be in Leon County, Florida.
14. This Agreement constitutes the entire agreement between the PROVIDER and AHCA, including anyone acting for, associated with, or employed by them, respectively, concerning all matters and supersedes any prior discussions, agreements, or understandings; there are no promises, representations, or agreements between the PROVIDER and AHCA other than as set forth herein. No modification or waiver of any provision shall be valid unless a written amendment to the Agreement is completed and properly executed by the parties.
15. This is an Agreement of settlement and compromise, recognizing the parties may have different or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information, and contentions as to facts and law, so that no misunderstanding or misinformation shall be a ground for rescission hereof.
16. The PROVIDER expressly waives in these matters its right to any hearing pursuant to §§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 pursuant to paragraph 8 of this Agreement. The PROVIDER further agrees the Agency shall issue a Final Order which adopts this Agreement.

17. 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.
18. 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.
19. This Agreement shall inure to the benefit of and be binding on each party's successors, assigns, heirs, administrators, representatives, and trustees.

**SOUTHERN OAKS REHABILITATION
AND NURSING CENTER**



(Signature)

Dated: April 7, 2009

By its: Attorney

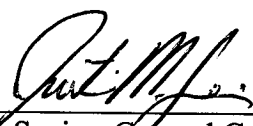
(Title)

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




Carlton Snipes, Deputy Secretary, Medicaid

Dated: 08/28, 2009



Justin Senior, General Counsel

Dated: 8/24, 2009



Brevin Brown, Assistant General Counsel

Dated: 5/29, 2009