

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

FILED
AHCA
AGENCY CLERK

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

DOAH NO: 09-3585009 NOV 18 P 3: 08

Petitioner,

v.

CASE NO: 2009001632

RENDITION NO.: AHCA-09-1260 -S-OLC

**COMMUNITY HEALTHCARE
CENTER OF PENSACOLA, INC.,**

Respondent.

**COMMUNITY HEALTHCARE
CENTER OF PENSACOLA, INC.,**

Petitioner,

v.

CASE NO: 2009007700

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

Respondent.

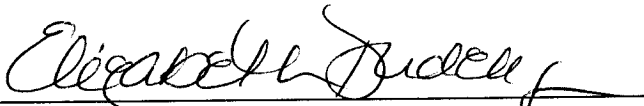
FINAL ORDER

Having reviewed the administrative complaint dated June 12, 2009, and Notice of Intent dated July 9, 2009, attached hereto and incorporated herein (Ex. 1 and 2), and all other matters of record, the Agency for Health Care Administration ("Agency") has entered into a Settlement Agreement (Ex. 3) with the other party to these proceedings, and being otherwise well-advised in the premises, finds and concludes as follows:

ORDERED:

1. The attached Settlement Agreement is approved and adopted as part of this Final Order, and the parties are directed to comply with the terms of the Settlement Agreement.
2. The administrative fine against the Respondent in AHCA Case No. 2009001632 is withdrawn.
3. The Respondent's abortion clinic license is cancelled.
4. The initial application seeking laboratory licensure in Case No. 2009007700 is withdrawn.
5. The Respondent's request for formal hearing is dismissed.
6. Each party shall bear its own costs and attorney's fees.
7. The above-styled cases are hereby closed.

DONE and **ORDERED** this 17 day of November, 2009,
in Tallahassee, Leon County, Florida.


Thomas W. Arnold, Secretary
Agency for Health Care Administration

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO 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 OF 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:

Jan Mills Facilities Intake Unit Agency for Health Care Admin. (Interoffice Mail)	Thomas M. Hoeler, Esquire Office of the General Counsel Agency for Health Care Admin. (Interoffice Mail)
Laura MacLafferty, Unit Manager Hospital and Outpatient Services Unit Agency for Health Care Admin. (Interoffice Mail)	Andrew T. Lavin, Esquire Navon & Lavin, P.A. Emerald Park Office Center 2699 Stirling Road, Suite B-100 Fort Lauderdale, Florida 33312 (U.S. Mail)
Karen Rivera, Unit Manager Laboratory Unit Agency for Health Care Admin. (Interoffice Mail)	

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this Final Order was served on the above-named person(s) and entities by U.S. Mail, or the method designated, on this the 18th day of November, 2009.



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

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,

AHCA No.: 2009001632

vs.

COMMUNITY HEALTHCARE CENTER OF
PENSACOLA, INC.,

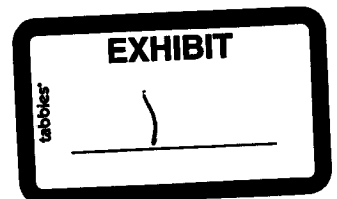
Respondent.

ADMINISTRATIVE COMPLAINT

COMES NOW the Agency for Health Care Administration (hereinafter "AHCA"), by and through the undersigned counsel, and files this Administrative Complaint against Community Healthcare Center of Pensacola, Inc. (hereinafter "Community Healthcare Center of Pensacola, Inc."), pursuant to Section 120.569, and 120.57, Fla. Stat. (2008), alleges:

NATURE OF THE ACTION

1. This is an action to impose one (1) administrative fine against Community Healthcare Center of Pensacola, Inc. in the amount of Four Hundred and Thirteen Thousand Dollars (\$413,000), based upon one (1) deficiency, pursuant to Section 483.091, Fla. Stat. (2008).



JURISDICTION AND VENUE

2. This Agency has jurisdiction pursuant to 483, Part I and Section 120.569 and 120.57, Fla. Stat. (2008).

3. Venue lies in Escambia County, Pensacola, Florida, pursuant to Section 120.57 Fla. Stat. (2008); Rule 58A-5, Fla. Admin. Code (2008) and Section 28.106.207, Fla. Stat. (2008).

PARTIES

4. AHCA, is the regulatory authority responsible for licensure and enforcement of all applicable statutes and rules governing clinical laboratory facilities pursuant to Chapter 483, Part I, Fla. Stat. (2008) and Rule 58A-5, Fla. Admin. Code (2008).

5. Community Healthcare Center of Pensacola, Inc. is a for-profit corporation, ABO Group + RH clinical laboratory facility is located at 6770 North Ninth Avenue, Pensacola, Florida 32504. Community Healthcare Center of Pensacola, Inc. is licensed as clinical laboratory facilities license # 800003116; certificate number #60474, effective November 21, 2005 through November 20, 2007. Community Healthcare Center of Pensacola, Inc. was at all times material hereto, licensed facility under the licensing authority of AHCA, and required to comply with all applicable rules, and statutes.

COUNT I

COMMUNITY HEALTHCARE CENTER OF PENSACOLA, INC. BASED ON RECORD REVIEW, OBSERVATIONS AND INTERVIEW WITH THE FACILITY ADMINISTRATOR ON JANUARY 7, 2009, AT APPROXIMATELY 9:30 A.M., IT WAS DETERMINED THAT THE LABORATORY LICENSE AND HAD CONTINUED TO PERFORM LABORATORY TESTING.

STATE TAG L001-CLINICAL LABORATORY LICENSE

Section 483.091, Fla. Stat. (2007) CLINICAL LABORATORY LICENSE

6. AHCA re-alleges and incorporates paragraphs (1) through (5) as if fully set forth herein.

7. On or about January 7, 2009, AHCA conducted a biennial survey at the Respondent's facility. AHCA cited the Respondent based on the findings below, to wit:

8. On or about January 7, 2009, based on record review, observation, and interview with the facility administrator on January 7, 2009, at approximately 9:30 a.m., it was determined that the laboratory had not renewed the State of Florida clinical laboratory license and had continued to perform laboratory testing.

9. Review of state licensure records prior to the survey showed that the facility's laboratory license, number 800003116, had expired on November 20, 2007 and there was no pending application.

10. Review of Rh testing, hematocrit testing records, and pregnancy testing records showed documentation of test results for patient testing that had been performed between November 20, 2007 and January 6, 2009.

11. Observation of the Florida Clinical Laboratory license on display in a frame in the laboratory showed that the license had expired on November 20, 2007.

12. The administrator stated that the laboratory did not have a new state clinical laboratory license and did not realize they had not renewed the Florida license. The administrator stated that the facility had not received the renewal letter prior to the expiration of the license and had not received the "failed to renew" letter from the Agency for Health Care Administration following expiration of the license.

Plan of Correction must be completed by February 21, 2009.

13. The regulatory provision of the Florida Statutes and Agency Rules (2008), that are pertinent to this alleged violation read as follows:

* * *

483.091 Clinical laboratory license

A clinical laboratory may not send a specimen drawn within this state to any clinical laboratory outside the state for examination unless the out-of-state laboratory has obtained a license from the agency. A new license may be secured for the new location before the actual change, if the contemplated change complies with this part, part II of chapter 408, and the applicable rules.

* * *

483.221 Administrative fines.—

In determining the penalty to be imposed, the Agency must consider, inter alia, the severity of the violation, actions taken by the licensee to correct the violation, any previous violations by licensee, and the financial benefit to the licensee of committing or continuing the violation.

* * *

408.804 License required; display.—

(1) It is unlawful to provide services that require licensure, or operate or maintain a provider that offers or provides services that require licensure, without first obtaining from the agency a license authorizing the provision of such services or the operation or maintenance of such provider.

(2) A license must be displayed in a conspicuous place readily visible to clients who enter at the address that appears on the license and is valid only in the hands of the licensee to whom it is issued and may not be sold, assigned, or otherwise transferred, voluntarily or involuntarily. The license is valid only for the licensee, provider, and location for which the license is issued.

* * *

408.812 Unlicensed activity.—

(3) It is unlawful for any person or entity to own, operate, or maintain an unlicensed provider. If after receiving notification from the agency, such person or entity fails to cease operation and apply for a license under this part and authorizing statutes, the person or entity shall be subject to penalties as prescribed by authorizing statutes and applicable rules. Each day of continued operation is a separate offense.

(5) When a controlling interest or licensee has an interest in more than one provider and fails to license a provider rendering services that require licensure, the agency may revoke all licenses and impose actions under s. 408.814 and a fine of \$1,000 per day, unless otherwise specified by authorizing statutes, against each licensee until such time as the appropriate license is obtained for the unlicensed operation.

* * *

15. Despite being unlicensed, Respondent continued to conduct laboratory testing and continued to reap the financial benefit of conducting said testing.

16. The violation alleged herein constitutes a deficiency, and warrants a fine of \$413,000.

17. The Respondent's history of failing to timely renew its license, coupled with

Respondent's performance of unlicensed clinical laboratory testing resulting in financial gain in the face of Agency notification advising of the expiration of the license and the consequences of unlicensed activity, serve as a basis for the instant action and are, *inter alia*, a consideration of the Petitioner in determining the penalty sought herein.

18. Unlicensed laboratory testing is testing without Agency oversight and may result in substandard laboratory protocols and results which place the health and welfare of Respondent's patients in danger.

19. The violation alleged herein constitutes a deficiency, and warrants a fine of \$413,000.

WHEREFORE, AHCA demands the following relief:

1. Enter factual and legal findings as set forth in the allegations of this administrative complaint.
2. Impose a fine in the amount of \$413,000.

CLAIM FOR RELIEF

WHEREFORE, the Petitioner, State of Florida Agency for Health Care Administration requests the following relief:

1. Make factual and legal findings in favor of the Agency on Count I.
2. Impose upon Community Healthcare Center of Pensacola, Inc. an administrative fine in the amount of \$413,000 for the violation cited above.
3. Grant such other relief as the court deems is just and proper.

Respondent is notified that it has a right to request an administrative hearing pursuant to Section 120.569, Florida Statutes (2008). Specific options for administrative action are set out in the attached Election of Rights (one page) and explained in the attached Explanation of Rights (one page).

All requests for hearing shall be made to the Agency for Health Care Administration, and delivered to the Agency for Health Care Administration, Building 3, MSC #3, 2727 Mahan Drive, Tallahassee, Florida 32308; Michael O. Mathis, Senior Attorney.

RESPONDENT IS FURTHER NOTIFIED THAT THE FAILURE TO REQUEST A HEARING WITHIN 21 DAYS OF RECEIPT OF THIS COMPLAINT WILL REASULT IN AN ADMISSION OF THE FACTS ALLEGED IN THE COMPLAINT AND THE ENTRY OF A FINAL ORDER BY THE AGENCY.

Respectfully Submitted this 12th day of June 2009, Leon County, Tallahassee, Florida.



Michael O. Mathis
Fla. Bar. No. 0325570
Counsel of Petitioner, Agency
for Health Care
Administration
Bldg. 3, MSC #3
2727 Mahan Drive
Tallahassee, Florida 32308
(850) 922-5873 (office)
(850) 921-0158 (fax)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served by certified mail on 12th day of June, 2009 to Warren Do Taylor, Administrator, Community Healthcare Center of Pensacola, Inc., 6770 North Ninth Avenue, Pensacola, Florida 32504.



Michael O. Mathis, Esq.

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

RE: Case Name: COMMUNITY HEALTHCARE CENTER OF PENSACOLA, INC.

CASE NO: 2009001632

ELECTION OF RIGHTS

This Election of Rights form is attached to a proposed administrative action by the Agency for Health Care Administration (AHCA). The title may be **Notice of Intent to Deny, Notice of Intent to Impose a Late Fee, Notice of Intent to Impose a Late Fine, Administrative Complaint, or some other notice of intended action by AHCA.**

An Election of Rights must be returned by mail or by fax within 21 days of the day you receive the attached Notice of Intent to Deny, Notice of Intent to Impose a Late Fee, Notice of Intent to Impose a Late Fine, Administrative Complaint or any other proposed action by AHCA.

If an election of rights with your selected option is not received by AHCA within twenty-one (21) days from the date you received a notice of proposed action by AHCA, you will have given up your right to contest the Agency's proposed action and a final order will be issued.

PLEASE RETURN YOUR ELECTION OF RIGHTS TO:

Agency for Health Care Administration
Attention: Agency Clerk
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308.
Phone: 850-922-5873 Fax: 850-921-0158.

PLEASE SELECT ONLY 1 OF THESE 3 OPTIONS

OPTION ONE (1) _____ **I admit to the allegations of facts and law contained in the Notice of Intent to Deny, the Notice of Intent to Levy a Late Fee, the Notice of Intent to Levy a Late Fine, the Administrative Complaint, or other notice of intended action by AHCA and I waive my right to object or to have a hearing.** I understand that by giving up my right to a hearing, a final order will be issued that adopts the proposed agency action and imposes the penalty, fine or action.

OPTION TWO (2) _____ **I admit to the allegations of facts contained in the Notice of Intent to Deny, the Notice of Intent to Levy a Late Fee, the Notice of Intent to Levy a Late Fine, the Administrative Complaint, or other proposed action by AHCA, but I wish to be heard at an informal proceeding** (pursuant to Section 120.57(2), Florida Statutes) where I may submit testimony and written evidence to the Agency to show that the proposed administrative action is too severe or that the fine should be reduced.

OPTION THREE (3) _____ **I do dispute the allegations of fact contained in the Notice of Intent to Deny, the Notice of Intent to Levy a Late Fee, the Notice of Intent to Levy a Late Fine, the Administrative Complaint, or other proposed action by AHCA, and I request a formal hearing** (pursuant to Section 120.57(1), Florida Statutes (2006) before an Administrative Law Judge appointed by the Division of Administrative Hearings.

PLEASE NOTE: **Choo** ; **OPTION THREE (3)**, by itself, is **NOT** sufficient to obtain a formal hearing. You must file a written petition in order to obtain a formal hearing before the Division of Administrative Hearings under Section 120.57(1), Florida Statutes. It must be received by the Agency Clerk at the address above within 21 days of receipt of this proposed administrative action. The request for formal hearing must conform to the requirements of Rule 28-106.201, Florida Administrative Code, which requires that it contain:

1. The name and address of each agency affected and each agency's file or identification number, if known;
2. Your name, address, and telephone number, and the name, address, and telephone number of your representative or lawyer, if any;
3. An explanation of how your substantial interests will be affected by the Agency's proposed action;
4. A statement of when and how you received notice of the Agency's proposed action;
5. A statement of all disputed issues of material fact. If there are none, you must state that there are none;
6. A concise statement of the ultimate facts alleged, including the specific facts you contend warrant reversal or modification of the Agency's proposed action;
7. A statement of the specific rules or statutes you claim require reversal or modification of the Agency's proposed action; and
8. A statement of the relief you are seeking, stating exactly what action you wish the Agency to take with respect to its proposed action.

Mediation under Section 120.573, Florida Statutes, may be available in this matter if the Agency agrees.

Facility type: _____ (ALF? nursing home? medical equipment? Other type?)

Facility Name: _____ License number: _____

Contact person(or attorney or representative): _____
Name Title

Address: _____
Street and number City Zip Code

Telephone No. _____ Fax No. _____ Email _____

Signed: _____ **Date:** _____

NOTE: If your facility is owned or operated by a business entity (corporation, LLC, etc.) please include a written statement from one of the officers or managers that you are the authorized representative. If you are one of the managers or officers, please state which office you hold.

Entity name: _____ Name of office you hold: _____

You, your attorney or representative may reply according Subsection 120.54 Florida Statutes (2006) and Rule 28, Florida Administrative Code or you may use this recommended form.

2009007700



CHARLIE CRIST
GOVERNOR

HOLLY BENSON
SECRETARY

July 9, 2009

CERTIFIED MAIL / RETURN RECEIPT REQUESTED

WARREN TAYLOR MD
COMMUNITY HEALTHCARE CTR OF PENSACOLA INC
6770 NORTH NINTH AVENUE
PENSACOLA, FL 32504-7346

LICENSE NUMBER: 800003116

CASE #: 2009007700

NOTICE OF INTENT TO DEEM APPLICATION INCOMPLETE AND WITHDRAWN FROM FURTHER REVIEW

Your application for license **RENEWAL** is deemed incomplete and withdrawn from further consideration pursuant to Section 408.806(3)(b), Florida Statutes, which states that "Requested information omitted from an application for licensure, license renewal, or change of ownership, other than an inspection, must be filed with the agency within 21 days after the agency's request for omitted information or the application shall be deemed incomplete and shall be withdrawn from further consideration and the fees shall be forfeited".

You were notified by correspondence dated June 05, 2009 to provide further information addressing identified apparent errors or omissions within twenty-one days from the receipt of the Agency's correspondence. Our records indicate you received this correspondence by certified mail on June 09, 2009. As this requested information was not timely received by the Agency, your application is deemed incomplete and withdrawn from further consideration. The outstanding issues remaining for licensure are:

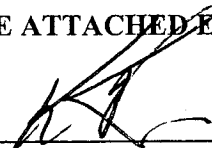
Failure to submit upon written request:

- Health Care Licensing Application Addendum with ownership information in Section 2A.

EXPLANATION OF RIGHTS

Pursuant to Section 120.569, F.S., you have the right to request an administrative hearing. In order to obtain a formal proceeding before the Division of Administrative Hearings under Section 120.57(1), F.S., your request for an administrative hearing must conform to the requirements in Section 28-106.201, Florida Administrative Code (F.A.C), and must state the material facts you dispute.

SEE ATTACHED ELECTION AND EXPLANATION OF RIGHTS FORMS.


Karen Rivera, Manager
Laboratory Licensure Unit

cc: Agency Clerk, Mail Stop 3
Legal Intake Unit, Mail Stop 3

Certified Article Number
7160 3901 9848 4334 8301
SENDERS RECORD

2727 Mahan Drive, MS#32
Tallahassee, Florida 32308



ht
tabbles
EXHIBIT
2

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

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

DOAH No. 09-3585

Petitioner,

vs.

AHCA No. 2009001632

COMMUNITY HEALTHCARE
CENTER OF PENSACOLA, INC.,

Respondent.

_____ /

COMMUNITY HEALTHCARE
CENTER OF PENSACOLA, INC.,

Petitioner,

vs.

AHCA No. 2009007700

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Respondent.

_____ /

SETTLEMENT AGREEMENT

The State of Florida, Agency for Health Care Administration (“the Agency”), and the licensee/applicant, Community Healthcare Center of Pensacola, Inc. (“the Provider”), pursuant to Section 120.57(4), Florida Statutes, enter into this Settlement Agreement (“Agreement”) and agree as follows:

WHEREAS, the Provider is a licensed abortion clinic pursuant to Chapter 408, Part II, Chapter 390, Florida Statutes, and Chapter 59A-9, Florida Administrative Code, and is also an applicant for clinical laboratory licensure pursuant to Chapter 408, Part II, Chapter 483, Part I, Florida Statutes, and Chapter 59A-7, Florida Administrative Code; and

WHEREAS, the Agency has jurisdiction by virtue of being the licensin



authority over the Provider pursuant to the above referenced provisions of law; and

WHEREAS, the Agency served an Administrative Complaint dated June 12, 2009, on the Provider; and

WHEREAS, the Agency served a Notice of Intent to Deem Application Incomplete and Withdrawn from Further Review (“NOIW”) dated July 9, 2009, on the Provider; and

WHEREAS, the parties have agreed that a fair, efficient, and cost effective resolution of this dispute would avoid the expenditure of substantial sums to litigate the dispute; and

WHEREAS, the parties have negotiated in good faith and agreed that the best interest of all the parties will be served by a settlement of this proceeding;

NOW THEREFORE, in consideration of the mutual promises and recitals herein, the parties intending to be legally bound, agree as follows:

1. All recitals are true and correct, are incorporated into the Agreement and are binding findings of the parties.

2. Upon full execution of this Agreement, the Provider agrees to waive any and all appeals and proceedings to which it may be entitled including, but not limited to, an informal proceeding under Subsection 120.57(2), Florida Statutes, a formal proceeding under Subsection 120.57(1), Florida Statutes, appeals under Section 120.68, Florida Statutes; and declaratory and all writs of relief in any court or quasi-court (DOAH) of competent jurisdiction; and agrees to waive compliance with the form of the Final Order (findings of fact and conclusions of law) to which it may be entitled, provided, however, that no agreement herein shall be deemed a waiver by either party of its right to judicial enforcement of this Agreement.

3. Upon full execution of this Agreement, the Agency agrees to voluntarily dismiss the Administrative Complaint against the Provider with prejudice foregoing the administrative fine sought to be imposed against the Provider in its entirety, and the Provider agrees to: (1) the

voluntarily relinquishment of its abortion clinic license (License No. 821) and closure of the abortion clinic effective on or before October 31, 2009, (2) the surrender of the license certificate to the Agency at "Hospital and Outpatient Unit, Agency for Health Care Administration, 2727 Mahan Drive, MS #31, Tallahassee, Florida 32308" immediately upon the discontinuance of the operation of its clinic, (3) the withdrawal of its petition for formal hearing with regard to the pending Administrative Complaint, and (4) the withdrawal of its initial application for clinical laboratory licensure which is the subject of the NOIW.

As part of the closure of its clinic, the Provider recognizes that it must comply with all statutes and rules regarding its closure, including but not limited to, Section 408.810 and Section 456.057, Florida Statutes. Until the license is voluntarily relinquished, the Provider recognizes that it must comply with all statutes and rules required by its licensure, including but not limited to, the reporting requirements under Section 390.0112, Florida Statutes, and Rule 59A-9.034, Florida Administrative Code. The Provider agrees to submit a final report for the final month or partial final month of operation, and if unable to do so through the Agency's on-line system, may do so by United States mail at the above-referenced address.

4. Venue for any action brought to interpret, enforce or challenge the terms of this Agreement and its corresponding Final Order shall lie solely in the Circuit Court of Florida, in and for Leon County, Florida.

5. By executing this Agreement, the Provider does not admit the allegations raised in the Administrative Complaint and NOIW, but recognizes that the Agency continues in good faith to assert these allegations.

6. Upon full execution of this Agreement, the Agency shall enter a Final Order adopting and incorporating the terms of this Agreement and closing the above-styled cases.

7. Each party shall bear its own costs and attorney's fees.

8. This Agreement shall become effective on the date upon which it is fully executed by all parties.

9. The Provider, for itself and any controlling interests, parent corporations, subsidiary corporations, successors, transferees, and any related entities, discharges the State of Florida, Agency for Health Care Administration, and its agents, representatives, and attorneys of and from all claims, demands, actions, causes of action, suits, damages, losses, and expenses, of any and every nature whatsoever, arising out of or in any way related to this matter and the Agency's actions, including, but not limited to, any claims that were or may be asserted in any federal court, state court or administrative forum, including any claims arising out of this Agreement, by or on behalf of the Provider.

10. This Agreement is binding upon all parties and those identified in the above paragraph of this Agreement.

11. In the event that the Provider was a Medicaid provider at the time of the occurrences alleged in the administrative complaint, this Agreement does not prevent the Agency from seeking Medicaid overpayments related to the subject issues or from imposing any further sanctions pursuant to Rule 59G-9.070, Florida Administrative Code.


12. The undersigned have read and understand this Agreement and have the authority to bind their respective principals to it. The Provider's representative has the legal capacity to execute the Agreement and has consulted with independent counsel. The Provider understands that counsel for the Agency represents solely the Agency and that counsel for the Agency has not provided any legal advice to, or influenced, the Provider in its decision to enter into the Agreement.

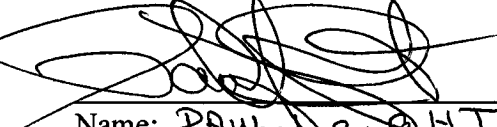
13. This Agreement contains and incorporates the entire understandings of the parties. This Agreement supersedes any prior oral or written agreements between the parties. This


Agreement may not be amended or supplemented except in writing. Any attempted assignment of this Agreement shall be void.

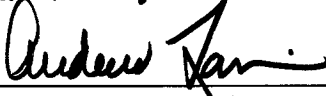
14. All parties agree that a facsimile signature suffices for an original signature.

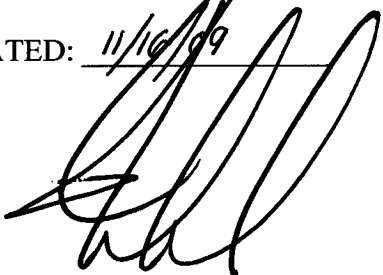
The following representatives acknowledge that they are duly authorized to enter into this Agreement.


Elizabeth Dudek
Deputy Secretary
Agency for Health Care Administration
2727 Mahan Drive, Bldg. #1
Tallahassee, Florida 32308
DATED: 11/17/2009


Name: PAUL HEIGHT
Title: PRESIDENT
Community Healthcare Center of Pensacola
6770 North Ninth Avenue
Pensacola, Florida 32504
DATED: 11/5/09


Justin M. Senior, General Counsel
Office of the General Counsel
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308
DATED: 11/16/09

COUNSEL FOR COMMUNITY HEALTHCARE
OF PENSACOLA:

Andrew T. Lavin, Esquire
Navon & Lavin, P.A.
Emerald Park Office Center
2699 Stirling Road, Suite B-100
Fort Lauderdale, Florida 33312
DATED: 11/10/09


Thomas M. Hoeler, Senior Attorney
Office of the General Counsel
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308
DATED: 11/13/09