

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

FILED
AHCA
AGENCY CLERK

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

2009 DEC -1 P 1:07

Petitioner,

DOAH NO: 09-3977

FRAES NOS: 2009002374

vs.

2009002765

RENDITION NO.: AHCA-09-1283 -S-OLC

**AMERICAN HOME THERAPY PROVIDERS
INC., d/b/a AMERICAN HOME CARE,**

Respondent.

FINAL ORDER

Having reviewed the Notices of Intent to Impose Fine, attached hereto and incorporated herein (Composite Exhibit 1) , and all other matters of record, the Agency for Health Care Administration ("Agency") has entered into a Settlement Agreement (Exhibit 2) with the parties 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. Respondent shall pay, within thirty (30) days of the date of rendition of this Order, the total amount of one thousand five hundred dollars (\$1,500.00), representing seven hundred fifty dollars

(\$750.00) attributable to each styled cause.

3. Checks should be made payable to the "Agency for Health Care Administration." The check, along with a reference to these case numbers, should be sent directly to:

Agency for Health Care Administration
Office of Finance and Accounting
Revenue Management Unit
2727 Mahan Drive, MS #14
Tallahassee, Florida 32308

4. Unpaid amounts pursuant to this Order will be subject to statutory interest and may be collected by all methods legally available.

5. The Final Order dated June 24, 2009, FRAES Number 2009002765, is vacated nunc pro tunc June 24, 2009.

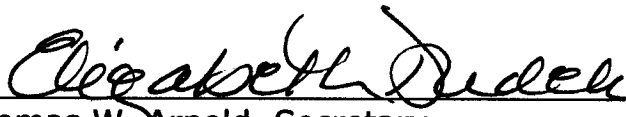
6. The Respondent's requests for Administrative proceedings are hereby withdrawn.

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

8. The above-styled cases are hereby closed.

DONE and **ORDERED** this 30 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

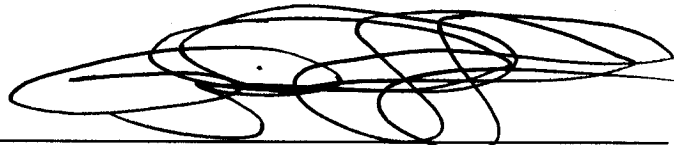
SECOND COPY, ALONG WITH FILING FEE AS PRESCRIBED BY LAW, WITH THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE AGENCY MAINTAINS ITS HEADQUARTERS OR WHERE A PARTY RESIDES. REVIEW OF PROCEEDINGS SHALL BE CONDUCTED IN ACCORDANCE WITH THE FLORIDA APPELLATE RULES. THE NOTICE OF APPEAL MUST BE FILED WITHIN 30 DAYS OF RENDITION OF THE ORDER TO BE REVIEWED.

Copies furnished to:

<p>John D. Buchanan, Jr., Esq. Henry, Buchanan et al Post Office Box 14079 Tallahassee, Florida 32317 (U.S. Mail)</p>	<p>Thomas J. Walsh II, Senior Attorney Agency for Health Care Admin. 525 Mirror Lake Drive N. #330G St. Petersburg, Florida 33701 (Interoffice Mail)</p>
<p>Jan Mills Agency for Health Care Admin. 2727 Mahan Drive, Bldg #3, MS #3 Tallahassee, Florida 32308 (Interoffice Mail)</p>	<p>Agency for Health Care Admin. Office of Finance and Accounting Revenue Management Unit 2727 Mahan Drive, MS #14 Tallahassee, Florida 32308</p>

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 1st day of December, 2009.



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

Certified Article Number

7160 3901 9848 1380 1621

SENDERS RECORD

CHARLIE CRIST
GOVERNOR



FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION
Better Health Care for all Floridians

HOLLY BENSON
SECRETARY

March 3, 2009

GRACE L PENANO
AMERICAN HOME CARE
150 W MCKENZIE ST STE 113
PUNTA GORDA, FL 33950

LICENSE NUMBER: 299992346

CASE #: 2009002374

NOTICE OF INTENT TO IMPOSE FINE

Pursuant to Section 400.474 (6) (f), Florida Statutes (F.S.), a fine of \$5,000 is hereby imposed for failure to submit the home health agency quarterly report within 15 days after the quarter ending September 30. As required in section 400.474(6) (f), F.S., the agency shall impose a fine of \$ 5,000.

TO PAY NOW, PAYMENT SHOULD BE MADE WITHIN 21 DAYS AND MAILED WITH A COPY OF THIS NOTICE OF INTENT TO:

Agency for Health Care Administration
Finance and Accounting, Revenue Section
OMC Manager
2727 Mahan Drive, MS #14
Tallahassee, FL 32308

Include License Number: 299992346 and Case Number: 2009002374 in check memo field.

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 OF RIGHTS FORM.

Agency for Health Care Administration

By: Anne Menard, Manager
Home Care Unit

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

2727 Mahan Drive, MS#34
Tallahassee, Florida 32308

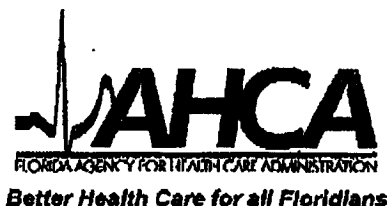


Composite
EXHIBIT 1

Certified Article Number

7160 3701 9848 1044 2070

SENDERS RECORD

CHARLIE CRIST
GOVERNORHOLLY BENSON
SECRETARY

March 6, 2009

GRACE L PENANO
AMERICAN HOME CARE
150 W MCKENZIE ST STE 113
PUNTA GORDA, FL 33950

LICENSE NUMBER: 299992346

CASE #: 2009002765

NOTICE OF INTENT TO IMPOSE FINE

Pursuant to Section 400.474 (6) (f), Florida Statutes (F.S.), a fine of \$5,000 is hereby imposed for failure to submit the home health agency quarterly report within 15 days after the quarter ending December 31. As required in section 400.474(6) (f), F.S., the agency shall impose a fine of \$ 5,000.

TO PAY NOW. PAYMENT SHOULD BE MADE WITHIN 21 DAYS AND MAILED WITH A COPY OF THIS NOTICE OF INTENT TO:Agency for Health Care Administration
Finance and Accounting, Revenue Section
OMC Manager
2727 Mahan Drive, MS #14
Tallahassee, FL 32308

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Agency for Health Care Administration

By: Anne Menard, Manager
Home Care Unitcc: Agency Clerk, Mail Stop 3
Legal Intake Unit, Mail Stop 32727 Mahan Drive, MS#34
Tallahassee, Florida 32308Visit AHCA online at
<http://ahca.myflorida.com>

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

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

vs.

DOAH No. 09-3977
FRAES No. 2009002374

AMERICAN HOME THERAPY PROVIDERS
INC., d/b/a AMERICAN HOME CARE,
Respondent.

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

vs.

FRAES No. 2009002765

AMERICAN HOME THERAPY PROVIDERS
INC., d/b/a AMERICAN HOME CARE,
Respondent.

SETTLEMENT AGREEMENT

Petitioner, State of Florida, Agency for Health Care Administration (hereinafter the "Agency"), through its undersigned representatives, and Respondent, American Home Therapy Providers Inc., d/b/a American Home Care (hereinafter "Respondent"), pursuant to Section 120.57(4), Florida Statutes, each individually, a "party," collectively as "parties," hereby enter into this Settlement Agreement ("Agreement") and agree as follows:

WHEREAS, the Respondent is a Home Health Agency licensed pursuant to Chapters 400, Part III, and 408, Part II, Florida Statutes, and Chapter 59A-8, Florida Administrative Code; and

WHEREAS, the Agency has jurisdiction by virtue of being the regulatory and licensing authority over Respondent; and

WHEREAS, the Agency served the Respondent with two (2) Notices of Intent to Impose Fine dated March 6, 2009, notifying the party of its intent to impose a fine of five thousand dollars (\$5,000.000) for each Notice of Intent for a total of ten thousand dollars (\$10,000.00) for the alleged failure to timely file mandatory reports pursuant to Section 400.474(6)(f), Florida Statutes (2008); and

WHEREAS, the Respondent requested administrative hearings by filing an election of rights form or by petition; and

WHEREAS, a Final Order was entered in FRAES Number 2009002765 dated June 24, 2009 requiring Respondent tender payment of five thousand dollars (\$5,000.00) in that action within thirty (30) days of the date thereof; and

WHEREAS, the parties have agreed that Respondent reported required information for more than one license under a single license number or on a single report; 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 stipulate to the adequacy of considerations exchanged; 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 these proceedings; and

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 and are expressly incorporated herein.

2. Both parties agree that the "whereas" clauses incorporated herein are binding findings of the parties.

3. Upon full execution of this Agreement, Respondent agrees to a withdrawal of its requests for administrative proceedings; agrees to waive any and all proceedings and appeals to which it may be entitled including, but not limited to, informal proceedings under Subsection 120.57(2), formal proceedings under Subsection 120.57(1), 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 further 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.

4. Upon full execution of this Agreement, the Respondent shall remit to the Agency, within thirty (30) days of the date of entry of a Final Order adopting this Agreement, administrative fines in the sum of one thousand five hundred dollars (\$1,500.00) representing seven hundred fifty hundred dollars (\$750.00) attributable to each of the Notices of Intent to Impose Fine dated March 6, 2009.

5. Venue for any action brought to interpret, challenge, or enforce the terms of this Agreement or the Final Order entered pursuant hereto shall lie solely in the Circuit Court in Leon County, Florida.

6. By executing this Agreement, the Respondent neither admits nor denies the facts and legal conclusions raised in the two (2) Notices of Intent referenced herein. Nothing in this Agreement shall be deemed to preclude the Agency from using this assessment of fines in weighing future administrative actions regarding the Respondent including, but not limited to,

decisions regarding the licensure of Respondent, including, but not limited to, licensure for limited mental health, limited nursing services, or extended congregate care. The Agency is not precluded from using the subject events for any purpose within the jurisdiction of the Agency. Further, Respondent acknowledges and agrees that this Agreement shall not preclude or estop any other federal, state or local agency or office from pursuing any cause of action or taking any action, even if based on or arising from, in whole or in part, the facts raised in the two (2) Notices of Intent referenced herein.

7. 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.

8. This Agreement, and the Final Order entered hereon, shall vacate nunc pro tunc the Final Order in FRAES Number 2009002765 dated June 24, 2009.

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

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

11. The Respondent, for itself and for its related or resulting organizations, its successors or transferees, attorneys, heirs, and executors or administrators, does hereby discharge the Agency, 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 or state court or administrative forum, including any claims arising out of this Agreement, by or on behalf of the Respondent or related or resulting organizations.

12. This Agreement is binding upon all parties herein and those identified in the aforementioned paragraph of this Agreement.

13. The undersigned have read and understand this Agreement and have authority to bind their respective principals to it.

14. In the event that Respondent was a Medicaid provider at the subject time of the actions alleged in the Notice of Intent referenced herein, this Agreement does not prevent the Agency from seeking Medicaid overpayments related to the subject issues or from imposing any sanctions pursuant to Rule 59G-9.070, Florida Administrative Code. This Agreement does not settle any federal issues pending against Respondent.


15. Respondent agrees that if any funds to be paid under this Agreement to the Agency are not paid within thirty-one (31) days of entry of the Final Order in this matter, the Agency may deduct the amounts assessed against Respondent in the Final Order, or any portion thereof, owed by Respondent to the Agency from any present or future funds owed to Respondent by the Agency, and that the Agency shall hold a lien against present and future funds owed to Respondent by the Agency for said amounts until paid.

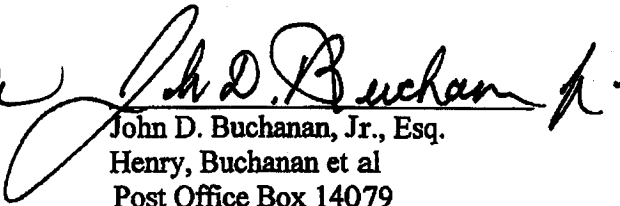
16. This Agreement contains the entire understandings and agreements of the parties.

17. This Agreement supersedes any prior oral or written agreements between the parties. This Agreement may not be amended except in writing. Any attempted assignment of this Agreement shall be void.

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

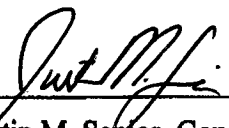
19. The following representatives hereby acknowledge that they are duly authorized to enter into this Agreement.

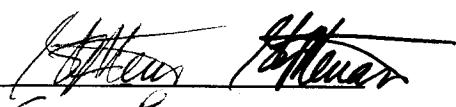

Elizabeth Dudek
Deputy Secretary
Agency for Health Care Administration
2727 Mahan Drive, Bldg #1
Tallahassee, Florida 32308


John D. Buchanan, Jr., Esq.
Henry, Buchanan et al
Post Office Box 14079
Tallahassee, FL 32317
Florida Bar No. 14079
Counsel for Respondent

DATED: 11/30/2009


DATED: 10/7/09


Justin M. Senior, General Counsel
Florida Bar No. 79741
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308


Name: Grace Tenno
Position: Administration
American Home Therapy Providers Inc.

DATED: 11/25/09

DATED: 10/21/09


Thomas J. Walsh II, Senior Attorney
Florida Bar No. 566365
Agency for Health Care Administration
525 Mirror Lake Dr. N., Suite 330G
St. Petersburg, Florida 33701

DATED: 11/14/09