

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

FILED
AHCA
AGENCY CLERK

2014 MAR 21 P 2:45

ST. ANDREWS BAY SKILLED NURSING
AND REHABILITATION CENTER,

Petitioner,

CASE No. 13-004337

v.

AHCA NO. 2013010982

RENDITION NO.: AHCA- 14 - 0248 -S-OLC

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Respondent.

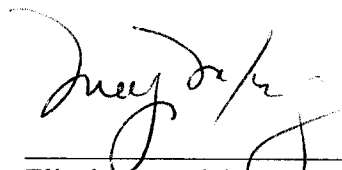
FINAL ORDER

THIS CAUSE came on for consideration before the Agency for Health Care Administration, which finds and concludes as follows:

1. The Agency issued the Petitioner the attached Notice of Intent to Deem Application Incomplete and Withdrawn from Further Review. (Ex. 1). The parties have entered into the attached Settlement Agreement (Ex. 2). The Settlement Agreement is approved and adopted as part of this Final Order.

2. The parties shall comply with the terms of the Settlement Agreement. If the Agency has not already completed its review of the application, it shall resume its review of the application.

ORDERED at Tallahassee, Florida, on this 21 day of March, 2014.



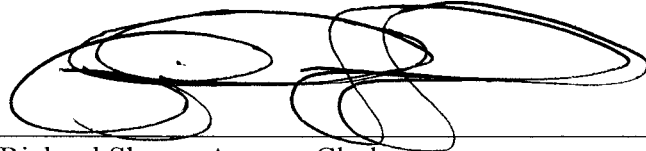
Elizabeth Dudek, Secretary
Agency for Health Care Administration

NOTICE OF RIGHT TO JUDICIAL REVIEW

A party that is adversely affected by this Final Order is entitled to seek 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.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this Final Order was served on the below-named persons/entities by the method designated on this 21st day of March, 2014.



Richard Shoop, Agency Clerk
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308-5403
Telephone (850) 412-3630

Jan Mills Facilities Intake Unit Agency for Health Care Administration (Electronic Mail)	Medicaid Accounts Receivable Mail Stop #14 Agency for Health Care Administration (Electronic Mail)
Warren J. Bird Assistant General Counsel Office of the General Counsel Agency for Health Care Administration (Electronic Mail)	Thomas Scott o/b/o St. Andrews Bay Skilled Nursing and Rehabilitation Center 5420 West Plano Parkway Plano, Texas 75093 (U. S. Mail)
Thomas W. Cauffman, Esquire 4905 West Laurel Street, Suite #200 Tampa, Florida 33607 Counsel to St. Andrews Bay Skilled Nursing and Rehabilitation Center (U.S. Mail)	

201 2010982



RICK SCOTT
GOVERNOR

Certified Article Number
7196 9008 9111 1372 1396
SENDERS RECORD

ELIZABETH DUDEK
SECRETARY

October 17, 2013

CERTIFIED MAIL 11/21

STEPHANIE PENA, ADMINISTRATOR
ST ANDREWS BAY SKILLED NURSING AND REHABILITATION CENTER
2100 JENKS AVE
PANAMA CITY, FL 32405

RECEIVED FACILITY INTAKE UNIT

LICENSE NUMBER: 1366095
CASE #: 2013010982

OCT 21 2013

Agency for Health
Care Administration

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

Your application for license 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 September 11, 2013 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 September 14, 2013. 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:

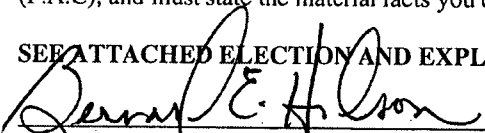
- Pursuant to 408.831, there is an outstanding fine in the amount of \$500.00 for case #2009011135.

Additionally Pursuant to section 408.831, Florida Statutes (F.S.), requires any outstanding fines, liens, or overpayments assessed by Final Order of AHCA or the Centers for Medicare and Medicaid Services by the licensee or a common controlling interest to be paid prior to license/registration issuance. In addition, failure to comply with any repayment plan may result in the denial, suspension or revocation of a license, registration or certificate. Mr. Thomas Scott is a common controlling interest for Lighthouse Community Services. A Payment Plan Agreement (Case #07-5531-000) was signed effective August 27, 2007. The provider defaulted on the payment plan. As of date, provider owes \$174,857.05.

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.


Bernard E. Hudson, Manager
Long Term Care Unit

cc: Legal Intake Unit, Mail Stop 3



**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

**ST. ANDREWS BAY SKILLED NURSING AND
REHABILITATION CENTER,**

Petitioner,

vs.

**DOAH No. 13-004337
AHCA No. 2013010982**

AGENCY FOR HEALTH CARE ADMINISTRATION,

Respondent.

SETTLEMENT AGREEMENT

Respondent, State of Florida, Agency for Health Care Administration (hereinafter “Agency”), through its undersigned representatives; and Petitioner, St. Andrews Bay Skilled Nursing And Rehabilitation Center, LLC, (hereinafter “Petitioner” or “St. Andrews”), through their undersigned representatives; pursuant to Section 120.57(4), Florida Statutes (2011), each individually a “party”, collectively as “parties”, hereby enter into this Settlement Agreement (“Agreement”) and agree as follows:

WHEREAS, the Petitioner is presently licensed as, or is an applicant for licensure as a skilled nursing facility pursuant to Chapters 400, Part II, and 408, Part II, Florida Statutes; and Chapter 59A-4 and 59A-35, Florida Administrative Code; and

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

WHEREAS, the Agency served the Petitioner on October 17, 2013, with a Notice of Intent to Deem Application Incomplete and Withdrawn from Further Review (NOI), notifying Petitioner of the Agency’s intent to withdraw Petitioner’s application for renewal of licensure based on the several factors cited therein, including the allegations that Thomas Scott, who is a

controlling interest of Petitioner, was also a controlling interest of another licensee, Lighthouse Community Services, LLC. (Lighthouse), which had defaulted on a Repayment Plan (hereafter, Lighthouse Repayment Plan), executed by Thomas Scott on August 27, 2007, to repay Medicaid funds in the amount of \$218,548.47 (Case number 07-5531-000). The default left a balance as of the date of issue of the NOI, of \$174,857.05. The NOI is attached hereto and incorporated herein as Exhibit A, and the Lighthouse Repayment Plan is attached hereto and incorporated herein as Exhibit B. The NOI further advised Petitioner that, pursuant to Section 408.831(1), Florida Statutes, Petitioner's license renewal application would be withdrawn from further consideration by the Agency as the result of the default on the outstanding debt owed by Lighthouse; and

WHEREAS, the Petitioner requested a formal administrative hearing by timely filing election of rights form and petition for formal administrative proceedings with the Agency; and which case was forwarded to the Division of Administrative Hearings; 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 matters further; and

WHEREAS, the parties stipulate to the adequacy of consideration 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;

NOW THEREFORE, in consideration of the mutual promises and recitals herein, the parties intending to be legally bound hereby, 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, Petitioner agrees to waive any and all further proceedings and appeals to which it may be entitled relating to the above-referenced NOI, including, but not limited to, informal proceedings under Subsection 120.57(2), formal proceedings under Subsection 120.57(1), and appeals under Section 120.68, Florida Statutes; declaratory, and all writs or other forms 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 any party of its right to judicial enforcement of this Agreement.

4. Contemporaneously with execution of this Agreement by Petitioner, Lighthouse Community Services, LLC shall pay to the Agency in certified funds, an initial payment, in lump sum, on February 1, 2014 of eighty-seven thousand five hundred dollars (\$87,500.00) of which five thousand five hundred fifty-seven and 10/100s dollars (\$5,557.10) will be applied to interest. This payment, and all payments made hereunder are intended by the parties to be applied to the Lighthouse Amended Repayment Plan (Provider Number 6767249-96/MPI Case No. 07-5531-000). This initial payment shall be deducted from the amount of \$174,857.05 owed as of October 17, 2013, on the Lighthouse Repayment Plan executed by Thomas Scott on behalf of Lighthouse, referenced herein above, plus interest accrued thereafter at the rate of ten per cent (10%) per annum. The remainder of ninety-two thousand nine hundred fourteen dollars and 15 cents (\$92,914.15), plus interest accrued after February 1, 2014, shall be paid by twelve equal monthly payments made to the Agency by Lighthouse Community Services, LLC, of eight thousand one hundred sixty-eight and 63/100s dollars (\$8,168.63) each, which totals ninety-eight thousand twenty -three dollars and 56 cents (\$98,023.56), which includes interest. The first of

the 12 equal payments of \$8,168.63 shall be due on March 1, 2014, the payments shall continue and be due and owing on the first day of each month thereafter until all of the said payments are made. Interest shall accrue at the rate of ten per cent (10%) per annum on all outstanding balances. In the event of default by Lighthouse Community Services, LLC to make any payment as set forth herein, and without notice from the Agency, all amounts remaining owed pursuant to this agreement, including interest continuing until full payment has been made, shall be immediately due.

5. Upon execution of this agreement by Petitioner, and receipt by the Agency of the required initial payment, the Agency will resume processing the Petitioner's pending application.

6. 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.

7. Petitioner 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 subject Notice of Intent.

8. 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 case.

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 Petitioner, for itself and for its related or resulting organizations, their 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 these matters 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 Petitioner 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. Thomas Scott has the capacity to execute this Agreement on behalf of Petitioner. Petitioner understands that it has the right to consult with counsel, and has consulted with counsel, who is signatory hereto. Petitioner has knowingly and freely entered into this Agreement. Petitioner acknowledges and understands that counsel for the Agency represents solely the Agency, and Agency counsel has not provided legal advice to or influenced Petitioner in its decision to enter into this Agreement.

14. In the event that Petitioner is or was a Medicaid provider at the relevant time or times of the occurrence of actions alleged in the Notices of Intent referenced herein, this Agreement does not prevent the Agency from seeking Medicaid overpayments related to the subject issues, if any, or from imposing any sanctions pursuant to Rule 59G-9.070, Florida Administrative Code. This Agreement does not settle any federal issues that may be or subsequently are pending against Petitioner.

15. Petitioner agrees that if any funds to be paid under this agreement to the Agency are not paid when due, the Agency may deduct the amounts assessed against Petitioner in the

Final Order, or any portion thereof, owed by Petitioner to the Agency from any present or future funds owed to Petitioner by the Agency, and that the Agency shall hold a lien against present and future funds owed to Petitioner by the Agency for said amounts until paid. The Agency may also seek a money judgment in any court of competent jurisdiction, including costs and attorney fees reasonably incurred therefor, and may pursue collection of unpaid funds by any other means allowed by Florida or federal law.

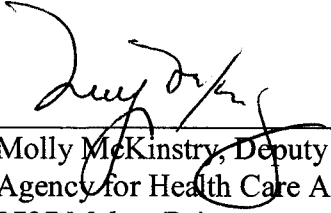
16. This Agreement contains the entire understandings and agreements of the parties.

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

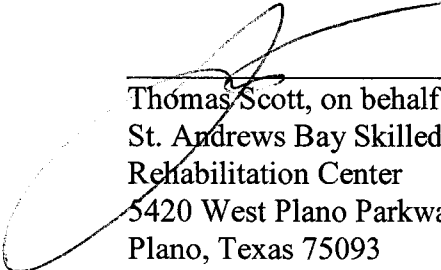
18. All parties agree that a facsimile signature suffices for an original signature for all purposes in connection with this Agreement.

(This space intentionally left blank.)


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


Molly McKinstry, Deputy Secretary
Agency for Health Care Administration
2727 Mahan Drive
Tallahassee, Florida 32308

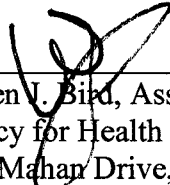
DATED: 3/21/14


Thomas Scott, on behalf of
St. Andrews Bay Skilled Nursing and
Rehabilitation Center
5420 West Plano Parkway
Plano, Texas 75093

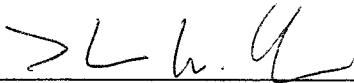
DATED: 1-19-14


Stuart F. Williams, General Counsel
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308

DATED: 3/2/14


Warren J. Bird, Assistant General Counsel
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308

DATED: 02-17-2014


Thomas W. Cauffman, Esquire
4905 West Laurel Street
Suite 200
Tampa, Florida 33607
Counsel to Petitioner

DATED: 1-21-14

201 2010882



Certified Article Number
7196 9008 9111 1372 1396
SENDERS RECORD

RICK SCOTT
GOVERNOR

ELIZABETH DUDEK
SECRETARY

October 17, 2013

CERTIFIED MAIL 11/21

STEPHANIE PENA, ADMINISTRATOR
ST ANDREWS BAY SKILLED NURSING AND
REHABILITATION CENTER
2100 JENKS AVE
PANAMA CITY, FL 32405

RECEIVED FACILITY INTAKE UNIT
LICENSE NUMBER: 1366095
CASE #: 2013010982

OCT 21 2013

Agency for Health
Care Administration

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

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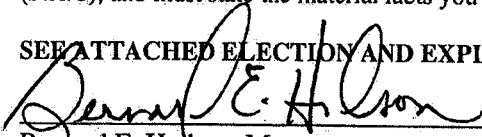
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EXPLANATION OF RIGHTS

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.



Bernard E. Hudson, Manager
Long Term Care Unit

cc: Legal Intake Unit, Mail Stop 3



EX A

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

LIGHTHOUSE COMMUNITY SERVICES, LLC,

Respondent,

AND

**PROVIDER NO. 6767249-96
CASE NO. 07-5531-000**

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

Petitioner,

_____ /

AMENDED PAYMENT PLAN AGREEMENT

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION
("AHCA" or "the Agency"), and, **LIGHTHOUSE COMMUNITY SERVICES, LLC,**
("PROVIDER"), by and through the undersigned, hereby stipulate and agree as follows:

1. This Agreement is entered into for the purpose of memorializing the resolution of the matters set forth herein, and setting forth and ratifying the balance owed on that certain Payment Plan Agreement executed by Thomas Scott on behalf of Lighthouse Community Services, LLC, on or about August 14, 2007 (hereinafter referred to as "the 2007 Agreement"), which is attached hereto and incorporated herein as though fully set forth.
2. PROVIDER is a Medicaid provider in the State of Florida.
3. This will confirm the balance of \$174,857.05, together with interest through October 17, 2013 owed on the 2007 Agreement regarding the refunding of Medicaid overpayments derived from the comprehensive review of the Developmental Disabilities Home and Community-Based Services Waiver for the Medicaid provider number 6767249-96 and MPI

EX B

Case No. 07-5531-000. The total amount is subject to statutory interest as is set forth in section 409.913(25)(c), Florida Statutes.

4. The Agency and you are agreeing to all the following:

(A) AHCA agrees to accept the payment arrangements set forth in this the payment plan agreement for the overpayment issues arising from the MPI Case No. 07-5531-000.

(B) Contemporaneously with execution of this Agreement by Petitioner, Petitioner shall pay to the Agency in certified funds, an initial payment on February 1, 2014, of the lump sum of eighty-seven thousand, five hundred dollars and no cents (\$87,500.00) of which five thousand, five hundred fifty-seven dollars and ten cents (\$5,557.10) will be applied to interest. This payment, and all payments made hereunder are intended by the parties to be applied to the Lighthouse Repayment Plan (Provider Number 6767249-96/MPI Case No. 07-5531-000). This initial payment shall be deducted from the amount of \$174,857.05 owed as of October 17, 2013, on the Lighthouse Repayment Plan executed by Thomas Scott on behalf of Lighthouse, referenced herein above, plus interest accrued thereafter at the rate of ten percent (10%) per annum. Upon receipt of the initial payment, and thereafter provided that payments required by the terms hereof are timely made when due, the Agency shall consider the default by Lighthouse on the 2007 Payment Plan to have been resolved and, other providers that have Thomas Scott as a controlling interest to be eligible for consideration for renewal and continued participation in the Medicaid program henceforth as though no default had occurred, unless and until Lighthouse Community Services, LLC breaches this agreement or other grounds for disqualification or revocation develop, that are not related to the above-referenced payment plan. The remainder of ninety-two thousand, nine hundred fourteen dollars and fifteen cents (\$92,914.15), plus interest accrued after February 1, 2014, shall be paid by twelve equal monthly payments made to the

Agency by Petitioner, of eight thousand, one hundred sixty-eight dollars and sixty-three cents (\$8,168.63) each, which totals ninety-eight thousand, twenty-three dollars and fifty-six cents (\$98,023.56), which includes interest. The first of the 12 equal payments of \$8,168.63 shall be due on March 1, 2014, and the payments shall continue and be due and owing on the first day of each month thereafter until all of the said payments are made. Interest shall accrue at the rate of ten per cent (10%) per annum on all outstanding balances. In the event of default by Petitioner to make any payment as set forth herein, and without notice from the Agency, all amounts remaining owed pursuant to this agreement, including interest continuing until full payment has been made, shall be immediately due.

(C) Interest at 10% per annum began October 17, 2013.

(D) Failure to meet this obligation will result in the Agency recouping 100% of your Medicaid payments and/or other collection activities allowed by law in addition to potential sanctions as provided under (F. S. 409.913).

By signing this agreement:

(A) You confirm that you are duly authorized to enter into this repayment plan on behalf of the entity you are signing for below;

(B) You expressly waive your right to a hearing pursuant to Sections 120.569 or 120.57, Florida Statutes, the making of findings fact and conclusions of law by the Agency, and all further and other proceedings to which you and any and all issues raised herein;

(C) You will notify the Agency of any non-renewal, suspension or termination of your Medicaid or Medicare provider agreements;

(D) PROVIDER agrees that if during the course of this Settlement Agreement, PROVIDER stops billing Medicaid or if PROVIDER'S Medicaid billings do not meet the

payment amounts established in paragraph 4 (B), that AHCA shall be authorized to lien any of PROVIDER'S Medicare billings to recoup any outstanding monies owed, including all interest and costs;

(E) You will notify the Agency if you file bankruptcy.

5. Payment shall be made to:

AGENCY FOR HEALTHCARE ADMINISTRATION
Medicaid Accounts Receivable MS #14
2727 Mahan Drive, Suite
Tallahassee, Florida 32308

6. 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 plus interest under the terms of this agreement from any monies due and owing to PROVIDER for any Medicaid and Medicare claims.

7. AHCA reserves the right to enforce this Agreement under the laws of the State of Florida, the Rules of the Medicaid Program, and all other applicable rules and regulations.

8. This settlement does not constitute an admission of wrongdoing or error by either party with respect to this case or any other matter.

9. The signatories to this Agreement represent that they are duly authorized to enter into this Agreement on behalf of the respective parties.

10. 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.

11. This Agreement constitutes the entire agreement between PROVIDER and the Agency regarding, and supersedes, the 2007 Agreement, 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 as set forth herein. No modification or waiver of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement, and executed by the parties with the same formalities as this agreement.

12. 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.

13. PROVIDER expressly waives in this matter its 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 this proceeding and any and all issues raised herein. PROVIDER further agrees that it shall not challenge or contest any Final Order entered in this matter which is consistent with the terms of this settlement agreement in any forum now or in the future available to it, including the right to any administrative proceeding, state or federal court action or any appeal.

14. 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.

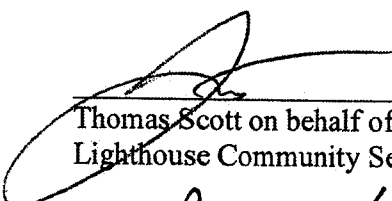
15. To the extent that any provision of this Agreement is prohibited by law for any reason, such provision shall be effective to the extent not so prohibited, and such prohibition shall not affect any other provision of this Agreement.

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

17. All times stated herein are of the essence of this Agreement.

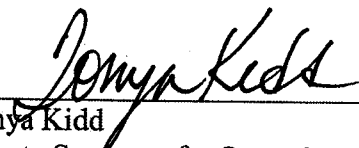
18. This Agreement shall be in full force and effect upon execution by the respective parties in counterpart.

19. This Agreement does not override any Settlement Agreement or Final Order issued prior to signing this agreement.



Thomas Scott on behalf of
Lighthouse Community Services, LLC

Dated: 1-19-, 2014



Tonya Kidd
Deputy Secretary for Operations
Agency for Health Care Administration

Dated: February 19, 2014