

STATE OF FLORIDA  
AGENCY FOR HEALTH CARE ADMINISTRATION

FILED  
AHCA  
AGENCY CLERK

2014 DEC 24 A 9:22

ARC BRADENTON HC, INC. d/b/a  
THE NURSING CENTER AT FREEDOM  
VILLAGE,

Petitioner,

vs.

ENGAGEMENT No: NH10-047L  
PROVIDER No.: 317195  
RENDITION NO.: AHCA-14-1013 -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 19<sup>th</sup> day of December, 2014, in Tallahassee, Florida.

  
ELIZABETH DUDEK, SECRETARY  
Agency for Health Care Administration

Final Order  
Engagement No. NH10-047L  
Page 1 of 3

**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.**

John E. Terrel, Esquire  
1700 North Monroe Street  
Suite 11-116  
Tallahassee, Florida 32303  
(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)

Zainab Day, Medicaid Audit Services  
Agency for Health Care Administration  
(Interoffice Mail)

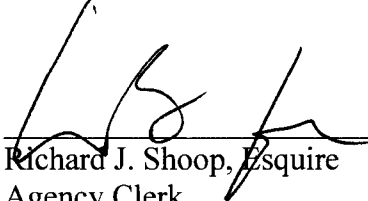
Shena Grantham, Chief  
Medicaid FFS Counsel  
(Interoffice Mail)

Willis F. Melvin, Jr., Esquire  
Assistant General Counsel  
Agency for Health Care Administration  
2727 Mahan Drive, MS #3  
Tallahassee, Florida 32308  
(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 23<sup>rd</sup> day of December, 2014.



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Richard J. Shoop, Esquire  
Agency Clerk  
State of Florida  
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**

**ARC BRADENTON HC, INC. d/b/a  
THE NURSING CENTER AT FREEDOM  
VILLAGE,**

**Petitioner,**

**vs.**

**ENGAGEMENT No: NH10-047L  
PROVIDER No.: 317195**

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

**Respondent.**

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**SETTLEMENT AGREEMENT**

Respondent, **STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION** ("AHCA" or "the Agency"), and Petitioner, **ARC BRADENTON HC, INC. d/b/a THE NURSING CENTER AT FREEDOM VILLAGE** ("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 audit engagement NH10-047L.
2. The PROVIDER is a Medicaid provider in the State of Florida operating a nursing home facility that was audited by the Agency.
3. In the audit engagement number listed in paragraph 1 above, AHCA audited the PROVIDERS' cost reports, covering the audit period ending in 2007.

4. In its subsequent Audit 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 reports.

5. In response to AHCA's Audit 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 Audit Report, except for the following audit adjustments which the parties agree shall be changed or removed as set forth below:

**ARC BRADENTON HC, INC. d/b/a THE NURSING CENTER AT FREEDOM VILLAGE NH10-047L**

**For the Period 6/12/2006 through 11/31/2007**

1. Remove adjustment 29;
2. Remove adjustment 36;
3. Remove adjustment 59;
4. Remove adjustment 60;
5. Remove adjustment 77;
6. Remove adjustment 80;
7. Change adjustment 18 from (\$15,437) to (\$1,883).

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 as set forth in paragraph 6 above completely resolve and settle this case and this agreement, upon

execution by the parties, constitutes the PROVIDERS' 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 audit 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:

John E. Terrel, Esquire  
1700 North Monroe Street  
Suite 11-116  
Tallahassee, Florida 32303

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 PROVIDERS' 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. AHCA is entitled to enforce this Agreement under the laws of the State of Florida, the Rules of the Medicaid Program, and all other applicable law.

**Settlement Agreement**

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 understand 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 as set forth herein. 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.

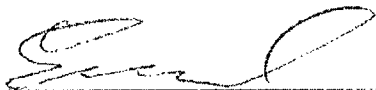
19. Except with respect to any recalculation(s) described in paragraph 8 above, PROVIDER expressly waive in this matter their right to any hearing pursuant to sections §§120.569 or 120.57, Florida Statutes, the making of findings of fact and conclusions of law by the Agency, and all further and other 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.

20. 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.

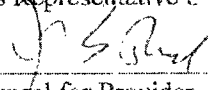
21. To the extent any provision of this Agreement is prohibited by law for any reason, such provision shall be effective to the extent not so prohibited, and such prohibition shall not affect any other provision of this Agreement.

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

**ARC BRADENTON HC, INC. d/b/a THE NURSING CENTER AT FREEDOM VILLAGE NH10-047L**

  
\_\_\_\_\_  
Provider's Representative Erik W. Haggren, M.D.

Dated: SEPT. 26th, 2014

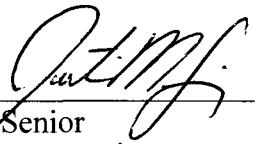
  
\_\_\_\_\_  
Legal Counsel for Provider  
John E. Torral

Dated: October 1, 2014

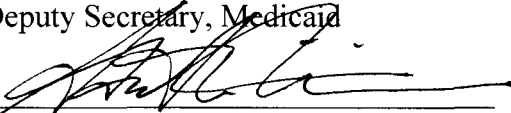


**FLORIDA AGENCY FOR HEALTH CARE  
ADMINISTRATION**

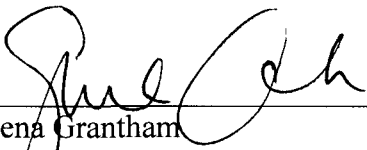
2727 Mahan Drive, Mail Stop #3  
Tallahassee, Florida 32308-5403

  
\_\_\_\_\_  
Justin Senior  
Deputy Secretary, Medicaid

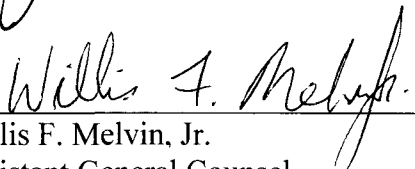
Dated: 12/19, 2014

  
\_\_\_\_\_  
Stuart Williams  
General Counsel

Dated: 12/8, 2014

  
\_\_\_\_\_  
Shena Grantham  
Medicaid FFS Chief Counsel

Dated: 11/26, 2014

  
\_\_\_\_\_  
Willis F. Melvin, Jr.  
Assistant General Counsel

Dated: November 25, 2014