

STATE OF FLORIDA  
AGENCY FOR HEALTH CARE ADMINISTRATION

FILED  
AHCA  
AGENCY CLERK

2015 JUN -2 A 8: 54

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Petitioner,

v.

AMERIMED DIAGNOSTIC SERVICES, INC.

Respondent.

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Case No. 15-1749

AHCA No. 2014012159

License No. HCC10068

File No. 10654

License Type: Health Care Clinic

RENDITION NO.: AHCA- 15-0318 -S-OLC

**FINAL ORDER**

Having reviewed the Administrative Complaint, and all other matters of record, the Agency for Health Care Administration finds and concludes as follows:

1. The Agency issued the attached Administrative Complaint and Election of Rights form to the Respondent. (Ex. 1) The parties have since entered into the attached Settlement Agreement, which is adopted and incorporated by reference into this Final Order. (Ex. 2)

Based upon the foregoing, it is **ORDERED**:

2. The Respondent's license is voluntarily surrendered with the issuance of this Final Order. The Respondent shall return the license certificate to the Agency upon receipt of this Final Order.

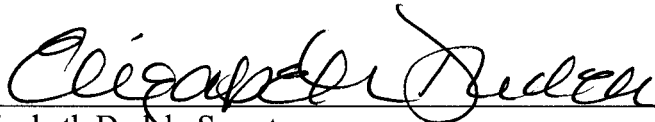
3. Each party shall bear its own costs and attorney's fees. Any requests for administrative hearings are dismissed and the above-styled case is closed.

4. In accordance with Florida law, the Respondent is responsible for retaining and appropriately distributing all client records within the timeframes prescribed in the authorizing statutes and applicable administrative code provisions. The Respondent is advised of Section 408.810, Florida Statutes.

5. In accordance with Florida law, the Respondent is responsible for any refunds that may have to be made to the clients.

6. The Respondent is given notice of Florida law regarding unlicensed activity. The Respondent is advised of Section 408.804 and Section 408.812, Florida Statutes. The Respondent should also consult the applicable authorizing statutes and administrative code provisions. The Respondent is notified that the cancellation of an Agency license may have ramifications potentially affecting accrediting, third party billing including but not limited to the Florida Medicaid program, and private contracts.

ORDERED at Tallahassee, Florida, on this 27 day of May, 2015.

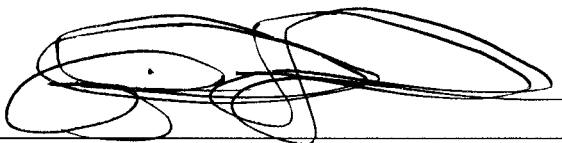
  
Elizabeth Dudak, Secretary  
Agency for Health Care Administration

**NOTICE OF RIGHT TO JUDICIAL REVIEW**

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.

**CERTIFICATE OF SERVICE**

I CERTIFY that a true and correct copy of this Final Order was served on the below-named persons by the method designated on this 27<sup>th</sup> day of June, 2015.

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

Facilities Intake Unit Agency for Health Care Administration (Electronic Mail)	Thomas Jones, Unit Manager Health Care Clinic Licensure Unit Agency for Health Care Administration (Electronic Mail)
Central Intake Unit Agency for Health Care Administration (Electronic Mail)	Pat Caufman, Field Office Manager Region 6 Field Office Agency for Health Care Administration (Electronic Mail)

Katrina Derico-Harris Medicaid Accounts Receivable Agency for Health Care Administration (Electronic Mail)	Daniel A. Johnson, Senior Attorney Office of the General Counsel Agency for Health Care Administration (Electronic Mail)
Shawn McCauley Medicaid Contract Management Agency for Health Care Administration (Electronic Mail)	Amerimed Diagnostic Services, Inc. 500 W. Martin Luther King Jr. Blvd. Tampa, Florida 33603 (U.S. Mail)
Division of Administrative Hearings (Electronic Mail)	David W. Lipscomb, Esq. David Lipscomb, P.A. 13907 N. Dale Mabry Hwy., Suite 204 Tampa, Florida 33618 (U.S. Mail)

**NOTICE OF FLORIDA LAW**

**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. --**

- (1) A person or entity may not offer or advertise services that require licensure as defined by this part, authorizing statutes, or applicable rules to the public without obtaining a valid license from the agency. A licenseholder may not advertise or hold out to the public that he or she holds a license for other than that for which he or she actually holds the license.
- (2) The operation or maintenance of an unlicensed provider or the performance of any services that require licensure without proper licensure is a violation of this part and authorizing statutes. Unlicensed activity constitutes harm that materially affects the health, safety, and welfare of clients. The agency or any state attorney may, in addition to other remedies provided in this part, bring an action for an injunction to restrain such violation, or to enjoin the future operation or maintenance of the unlicensed provider or the performance of any services in violation of this part and authorizing statutes, until compliance with this part, authorizing statutes, and agency rules has been demonstrated to the satisfaction of the agency.
- (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.

(4) Any person or entity that fails to cease operation after agency notification may be fined \$1,000 for each day of noncompliance.

(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.

(6) In addition to granting injunctive relief pursuant to subsection (2), if the agency determines that a person or entity is operating or maintaining a provider without obtaining a license and determines that a condition exists that poses a threat to the health, safety, or welfare of a client of the provider, the person or entity is subject to the same actions and fines imposed against a licensee as specified in this part, authorizing statutes, and agency rules.

(7) Any person aware of the operation of an unlicensed provider must report that provider to the agency.

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AGENCY FOR HEALTH CARE ADMINISTRATION**

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

**Petitioner,**

**v.**

**AMERIMED DIAGNOSTIC SERVICES,  
INC.,**

**Respondent.**

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**Case No. 15-1749  
AHCA No. 2014012159  
License No. HCC10068  
File No. 10654  
License Type: Health Care Clinic**

**SETTLEMENT AGREEMENT**

Petitioner, State of Florida, Agency for Health Care Administration (hereinafter the "Agency"), through its undersigned representatives, and Respondent, Amerimed Diagnostic Services, Inc. (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 Health Care Clinic licensed pursuant to Chapters 408, Part II, and 400, Part X, Fla. Stat., and Chapter 59A-33, Fla. Admin. 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 an administrative complaint in the above-styled matter notifying the Respondent of its intent to revoke the Respondent's health care clinic license, number HCC10068, for the facility located at 3010 E. 138<sup>th</sup> Ave., Tampa, Florida 33613, and impose a fine of thirty thousand dollars (\$30,000); and

**WHEREAS**, the Respondent requested a formal administrative hearing by filing an election of rights form and petition; and

**WHEREAS**, the Respondent has informed the Agency that Respondent's facility at 13155 SW 42<sup>nd</sup> Street, Suite 104, Miami, Florida 33175 is no longer being operated; and

**WHEREAS**, the Respondent has informed the Agency that Respondent's facility at 251 Maitland Ave., Suite 116, Altamonte Springs, Florida 32701 is no longer being operated; 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 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 this proceeding; 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 withdraw its request for an administrative proceeding; agrees to waive any and all proceedings and appeals to which it may be entitled including, but not limited to, an informal proceeding under Subsection 120.57(2), a formal proceeding 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 parties agree to the following:

- a. The Respondent's health care clinic license, number HCC10068, for the facility located at 3010 E. 138<sup>th</sup> Ave., Tampa, Florida 33613 is voluntarily surrendered. The Respondent will return the license to the Licensure Unit upon receipt of the Final Order adopting this Agreement.
- b. The Agency will withdraw the Administrative Complaint.
- c. No fine will be imposed upon Respondent as a result of this action.

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 Administrative Complaint referenced herein, and the Agency asserts the validity thereof. 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 Administrative Complaint.

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 case(s).

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

9. This Agreement shall become effective on the date upon which it is fully executed

by all the parties.

10. 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.

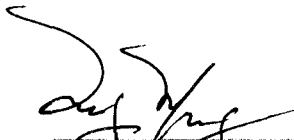
11. This Agreement is binding upon all parties herein and those identified in the aforementioned paragraph of this Agreement.

12. The undersigned have read and understand this Agreement and have authority to bind their respective principals to it. Respondent has the capacity to execute this Agreement. Respondent understands that it has the right to consult with counsel and has either consulted with counsel or has knowingly and freely entered into this Agreement without exercising its right to consult with counsel. Respondent affirms that Respondent understands counsel for the Agency represents solely the Agency and Agency counsel has not provided legal advice to or influenced Respondent in its decision to enter into this Agreement.

13. In the event that Respondent was a Medicaid provider at the subject time of the actions alleged in the administrative complaint 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.



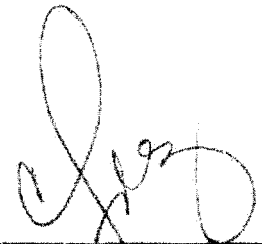
14. This Agreement contains the entire understandings and agreements of the parties.
15. This Agreement supersedes any prior oral or written agreements between the parties. This Agreement may not be amended except in writing. Any attempted assignment of this Agreement shall be void.
16. All parties agree that a facsimile signature suffices for an original signature.
17. The following representatives hereby acknowledge that they are duly authorized to enter into this Agreement.



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

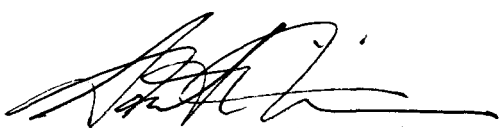
DATED: 5/27/15



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Carmen Fernandez  
Amerimed Diagnostic Services, Inc.  
500 W. Martin Luther King Jr. Blvd.  
Tampa, Florida 33603


DATED: 4/16/15



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

DATED: 5/29/15



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Daniel A. Johnson, Assistant General Counsel  
Agency for Health Care Administration  
2727 Mahan Drive, Mail Stop #3  
Tallahassee, Florida 32308

DATED: 4/16/15