

FILED
AHCA
AGENCY CLERK

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION 2015 DEC 30 P 3:32

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

DOAH No.: 15-4912

Fine No.: F0515-0259

THE HEALTH CENTER OF DAYTONA
BEACH,

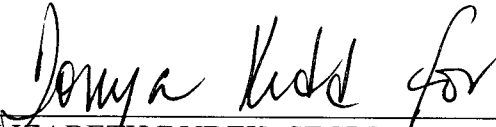
RENDITION NO.: AHCA- 15 - 0190 -S-MDA

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. Based on the foregoing, this file is **CLOSED**.

DONE and ORDERED in Tallahassee, Florida, on this 30th day of December,
2015.



ELIZABETH DUDEK, SECRETARY
Agency for Health Care Administration

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.

Copies furnished via email to:

Mason Blake Binkley, Esq.
McCumber Daniels
mbinkley@mccumberdaniels.com

Bureau of Medicaid Finance

Bureau of Financial Services

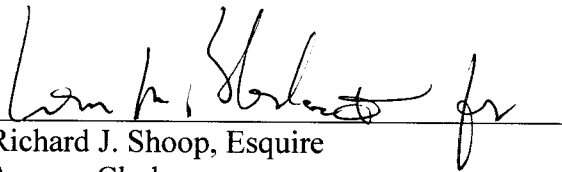
Stuart Williams, Esq.
(Office of General Counsel)

Shena Grantham, Esq.
(Office of General Counsel)

Joseph G. Hern, Jr., Esq.
(Office of General Counsel)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the above named addressees by electronic mail on this 30th day of December, 2015.



Richard J. Shoop, Esquire
Agency Clerk
State of Florida
Agency for Health Care Administration
2727 Mahan Drive, MS #3
Tallahassee, Florida 32308-5403
(850) 412-3689/FAX (850) 921-0158

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

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

Petitioner,

vs.

**CASE NO.: 15-4912
PROVIDER NO.: 35-46430
LICENSE NO.: 1645096
RECORD ID: F0515-0259**

**THE HEALTH CENTER OF DAYTONA
BEACH,**

Respondent.

SETTLEMENT AGREEMENT

Petitioner, the **STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION** (“AHCA” or “Agency”), and Respondent, **HEALTH CENTER OF DAYTONA BEACH** (“PROVIDER”), by and through the undersigned, hereby stipulate and agree as follows:

1. The parties enter into this Settlement Agreement (“Agreement”) for the purpose of memorializing the resolution of this matter.
2. PROVIDER is a Medicaid provider in the State of Florida, provider number 35-46430, and was a provider during the relevant period.
3. PROVIDER paid its May, 2015 Nursing Home Facility Quality Assessment Fee (“Fee”) in the amount of \$35,046.40 by check dated June 12, 2015.
4. Pursuant to section 409.9082, Florida Statutes (2014) and Rule 59G-6.010, F.A.C. (2015), the Agency thereafter sought to impose a fine in the amount of \$3,500, asserting that the payment was not timely.

5. In response to the Agency's claim of a fine, PROVIDER filed a *Petition for Formal Administrative Hearing*.

6. In order to resolve this matter without further administrative proceedings and upon consideration of documentation and argument submitted by PROVIDER during the pendency of litigation, PROVIDER and AHCA agree as follows:

(1.) AHCA agrees to accept a payment of \$2,500 as a compromise resolution of the dispute.

(2.) PROVIDER and AHCA agree that full payment, as set forth above, resolves and settles this case completely and releases both parties from any administrative or civil liabilities arising from the issues resulting from the payment of the May, 2015 Fee and subsequent fine.

7. Payment shall be made, within ten (10) days of the execution of this Agreement, to:

**AGENCY FOR HEALTH CARE ADMINISTRATION
Medicaid Accounts Receivable
2727 Mahan Drive, Mail Station #14
Tallahassee, Florida 32308**

8. 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 under the terms of this agreement from any monies due and owing to PROVIDER for any Medicaid claims.

9. 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.

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

11. The signatories to this Agreement, acting in a representative capacity, represent that they are duly authorized to enter into this Agreement on behalf of the respective parties.

12. 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.

13. This Agreement constitutes the entire agreement between PROVIDER and 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 AHCA other than as set forth herein. No modification or waiver of any provision shall be valid unless a written amendment to the Agreement is completed and properly executed by the parties.

14. 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.

15. 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, circuit or federal court action or any appeal.

16. PROVIDER does hereby discharge the State of Florida, Agency for Health Care Administration, and its employees, 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, AHCA's actions herein, 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.

17. The parties agree to bear their own attorney's fees and costs.

18. 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.

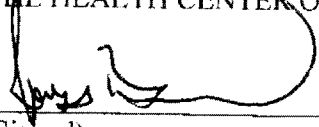
19. To the extent that any provision of this Agreement is prohibited by law for any reason, such provision shall be effective to the extent not so prohibited, and such prohibition shall not affect any other provision of this Agreement.

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

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

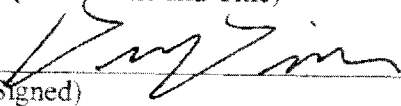
22. This Agreement shall be in full force and effect upon execution by the respective parties in counterpart.

THE HEALTH CENTER OF DAYTONA BEACH,



Dated: 11/15, 2015

(Signed)
BY: ROSS LAYTON ADMINISTRATOR
(Print Name and Title)

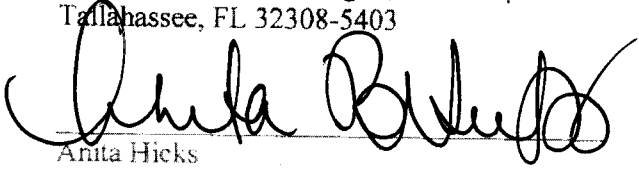


Dated: 11/16, 2015

BY: DEREK M. DANIELS, ESQ.
(Print Name and Title)

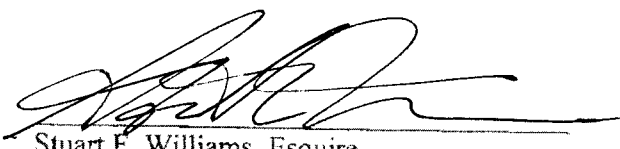
**AGENCY FOR HEALTH CARE
ADMINISTRATION**

2727 Mahan Drive, Bldg. 3, Mail Stop #3
Tallahassee, FL 32308-5403



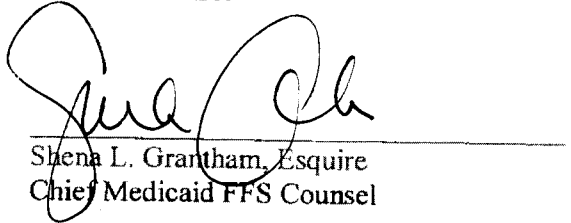
Anita Hicks
Chief Financial Officer

Dated: 12/2, 2015



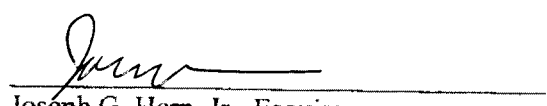
Stuart F. Williams, Esquire
General Counsel

Dated: 12/29, 2015



Shena L. Grantham, Esquire
Chief Medicaid FFS Counsel

Dated: 12/07, 2015



Joseph G. Hern, Jr., Esquire
Assistant General Counsel

Dated: Nov. 20, 2015