

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

2018 FEB 14 P 2: 18

QHS HEALTH SERVICES, INC. d/b/a
QUALIFIED HOMECARE SERVICES,

Petitioner,

DOAH No. 17-6378

vs.

AHCA No. 2017013521¹

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

RENDITION NO.: AHCA- 18 -0075 -S-OLC

Respondent.

FINAL ORDER

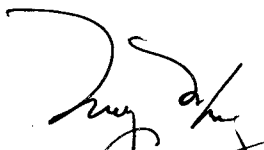
THIS CAUSE came on for consideration before the Agency for Health Care Administration (“the Agency”), which finds and concludes as follows:

1. The Agency issued the Petitioner the attached Notice of failure to renew its license dated October 11, 2017. (Ex. 1). The parties have since entered into the attached Settlement Agreement (Ex. 2), which is adopted and incorporated by reference.

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. If the Petitioner has not already done so, the Petitioner shall pay the Agency the sum of \$5,500.00 within 30 days of the entry of this Final Order. A check made payable to the “Agency for Health Care Administration” and containing the AHCA ten-digit case numbers should be sent to:

Central Intake Unit
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop 61
Tallahassee, Florida 32308

ORDERED in Tallahassee, Florida, on this 14 day of February, 2018.



Justin M. Senior, Secretary
Agency for Health Care Administration

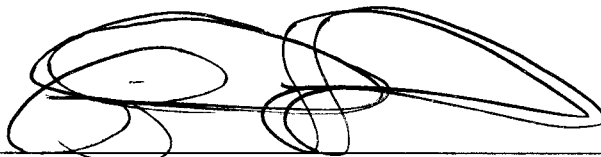
¹ The related petition for variance was voluntarily dismissed and closed by a separate final order. AHCA No. 2017013522.

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 by the method designated on this 14th day of February, 2018.



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

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|--|--|
| Facilities Intake Unit 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) |
| Central Intake Unit Agency for Health Care Administration (Electronic Mail) | Bruce D. Lamb, Esquire 401 E. Jackson Street, Suite 2500 Tampa, Florida 33602 (U.S. Mail) |



Certified Article Number

9414 7266 9904 2106 7297 12

SENDERS RECORD

RICK SCOTT
GOVERNOR

JUSTIN M. SENIOR
SECRETARY

October 11, 2017

CERTIFIED

Angela Nadal Saldala, Administrator
Qualified Homecare Services
PO Box 640950
Miami, FL 33164

File Number: 42962526
License Number: 30210999
Provider Type: Nurse Registry

RE: No renewal for Qualified Homecare Services 3325 Hollywood Blvd Ste 403, Hollywood

No renewal application has been received for the license of Qualified Homecare Services which will expire on October 21, 2017. You must notify our offices within 10 calendar days of the date of this letter to indicate if Qualified Homecare Services is closing or will remain operational and file a renewal application.

Provider Closure

If Qualified Homecare Services is closing, section 408.810(4)(a), F.S. requires notification be provided to the Agency in writing at least 30 days prior to the discontinuance of operation.

As the present license you remain responsible for the health, safety, and welfare of your and transfer all patients until closure. Please provide a listing of the and transfer all patients names, the provider to whom each is being transferred, and the dates of transfer to:

Agency for Health Care Administration
Home Care Unit
2727 Mahan Drive, MS#32
Tallahassee, FL 32308

Pursuant to 408.810(4), F.S., immediately upon discontinuance of operation by a provider, the licensee shall surrender the license to the agency and the license shall be canceled. Additionally, the licensee shall remain responsible for retaining and appropriately distributing all records within the timeframes prescribed in authorizing statutes and applicable rules. The licensee or, in the event of death or dissolution of a licensee, the estate or agent of the licensee shall:

- 1) Make arrangements to forward records for each client to one of the following, based upon the client's choice: the client or the client's legal representative, the client's attending physician, or the health care provider where the client currently receives services; or
- 2) Cause a notice to be published in the newspaper of greatest general circulation in the county in which the provider was located that advises clients of the discontinuance of the provider operation. The notice must inform clients that they may obtain copies of their records and specify the name, address, and telephone number of the person from whom the copies of records may be obtained. The notice must appear at least once a week for 4 consecutive weeks.

2727 Mahan Drive • MS#32
Tallahassee, FL 32308
AHCA.MyFlorida.com



Facebook.co
Youtube.co
Twitter
SlideShare.n

EXHIBIT 1

October 11, 2017

Continued Operation

If Qualified Homecare Services will continue to operate, you must file your renewal application immediately and you are subject to a late renewal fine. To avoid further delays, you may want to file your renewal application and pay the late renewal fine through the Online Licensing process at http://ahca.myflorida.com/MCHQ/Health_Facility_Regulation/Online_Licensure_Info/Index_OnlineLic.s.html.

Please respond to this letter by October 21, 2017 and direct all information and inquiries regarding this letter to the Home Care Unit at (850) 412-4500.

Ruby Grantham, OMC Manager
Home Care Unit
Agency for Health Care Administration

cc: Delray Beach Field Office

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

QHS HEALTH SERVICES, INC. d/b/a
QUALIFIED HOMECARE SERVICES,

Petitioner,

AHCA Nos. 2017013521
2017013522
DOAH NO. 17-6378

vs.

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Respondent.

_____ /

SETTLEMENT AGREEMENT

The Respondent, State of Florida, Agency for Health Care Administration (hereinafter “the Agency”), through its undersigned representatives, and the Petitioner, QHS Health Services, Inc. d/b/a Qualified Homecare Services (hereinafter “the Petitioner”), pursuant to Section 120.57(4), Florida Statutes, each individually, a “party,” collectively as “parties,” enter into this Settlement Agreement (“Agreement”) and agree as follows:

WHEREAS, the Petitioner is a nurse registry 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 the Petitioner; and

WHEREAS, Petitioner filed a licensure renewal application on October 4, 2017, with a check for the required application fee, and the renewal application and check were both returned to the Petitioner due to an apparent irregularity with the check, and thereafter the Agency served the Petitioner with a letter dated October 11, 2017, advising Petitioner that no renewal application had been received, and

WHEREAS, the Petitioner has requested a formal administrative hearing pursuant to

Section 120.57(1), Florida Statutes (2017), in AHCA case number 2017013521; and

WHEREAS, the Petitioner has filed a Petition for Waiver or Variance of Rule 59A-35.060, F.A.C., in AHCA case number 2017013522; and

WHEREAS, the Petitioner has provided additional information to the Agency that the Agency is willing to review; 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 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, the Petitioner agrees to withdraw any request for administrative proceeding it may have filed; agrees to waive any and all proceedings and appeals under Chapter 120, Florida Statutes, 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; any claim of licensure by default pursuant to Section 120.60, 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 as to this matter. 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 Petitioner agrees to dismiss its Petition for Waiver or Variance.

5. 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.

6. Upon execution of this Agreement by Petitioner, and contemporaneously with submission of the executed Agreement to the Agency, the Petitioner shall remit to the Agency a currently dated check to replace the check originally submitted October 4, 2017, in the amount of \$2,000 as the application fee for the pending licensure renewal application, plus \$500 as a late application fine; as well as an administrative fee in the amount of \$1,500 for case number 2017013521 and an additional administrative fee of \$1,500 for case number 2017013522; for a total payment of \$5,500.

7. Upon full execution of this Agreement, the parties agree that the Agency's letter dated October 11, 2017, and advising Petitioner that no renewal application had been received, shall be deemed moot, withdrawn, and of no further consequence pursuant to this Agreement.

8. Upon full execution of this Agreement, Petitioner shall submit an updated licensure renewal application that provides all information, including all schedules and addenda, if any, required by law to be provided with the application form.

9. Upon full execution of this Agreement, payment by Petitioner of all sums due hereunder as set forth above; upon submission by Petitioner of the updated licensure renewal application; and upon rendition of a Final Order in the instant matters; the Agency shall initiate review of the application in the normal course of business and thereafter process the application in the same manner that it processes all similar applications. This application will be considered in the same manner by the Agency as the application submitted on October 4, 2017, had that

application been processed, to wit, it will be considered as a renewal application. Any omissions shall be noted and Petitioner shall be notified of same in the manner used by the Agency for all applications, and all statutory or regulatory time limits for responses to notices of omissions or other statutorily provided notices, shall apply to the updated application, and all other actions by the Agency regarding the updated application shall apply in the same manner and to the same extent, as to all applications according to applicable law, including Petitioner's right to administrative proceedings pursuant to Chapter 120, Florida Statutes (2017). Nothing in this Agreement shall prohibit the Agency from denying the application based upon any statute, rule, or regulation, and, if applicable, an unsatisfactory licensure survey.

10. 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.

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

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

13. The Petitioner 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 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 Petitioner or related or resulting organizations.

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

15. In the event that Petitioner is or was a Medicaid provider, this settlement does not prevent the Agency from seeking Medicaid overpayments or from imposing any sanctions pursuant to Rule 59G-9.070, Florida Administrative Code. This agreement does not prohibit the Agency from taking action regarding Petitioner's Medicaid provider status, conditions, requirements or contract.

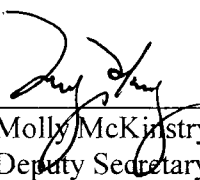
16. The undersigned have read and understand this Agreement and have authority to bind their respective principals to it. Petitioner's representative has the capacity to execute this Agreement. The Petitioner understands that it has the right to consult with counsel and has either consulted with counsel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

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

18. 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.

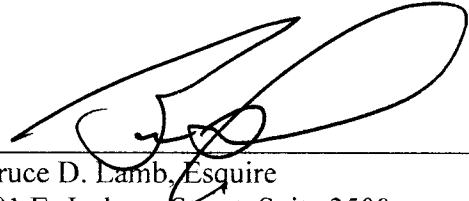
19. All parties agree that a facsimile signature suffices for an original signature.

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




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

DATED: 2/14/18




Bruce D. Lamb, Esquire
401 E. Jackson Street, Suite 2500
Tampa, Florida 33602

DATED: 1/17/18



Stefan Grow
General Counsel
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308

DATED: 2/9/2018



Warren J. Bird
Assistant General Counsel
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #7
Tallahassee, Florida 32308

DATED: 01-25-2018