

FILED  
AHCA  
AGENCY CLERK

STATE OF FLORIDA  
AGENCY FOR HEALTH CARE ADMINISTRATION

2020 FEB 17 A 10:37

LAURIE MEYER,

Petitioner,

v.

AHCA NO. 2019015633

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

RENDITION NO.: AHCA-20-139 -S-OLC

Respondent.

**FINAL ORDER**

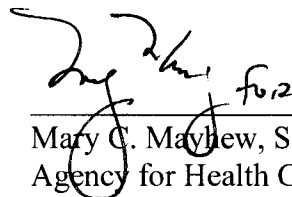
THIS CAUSE came on for consideration before the Agency for Health Care Administration (“the Agency”), which finds and concludes as follows:

1. The Agency issued the Petitioner the attached Notice of Intent to Deny (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. The Petitioner shall pay the Agency an administrative fee of \$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 number 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, 2020.


  
\_\_\_\_\_  
Mary C. Mathew, 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 by the method designated on this 17<sup>th</sup> day of February, 2020.



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)	Elina G. Valentine, 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)	Rickey L. Strong, Esquire Jeffrey S. Howell, P.A. 2898-6 Mahan Drive Tallahassee, Florida 32308 (US Mail)
Bernard Hudson, Manager Long Term Care Unit Agency for Health Care Administration (Electronic Mail)	



October 8, 2019

Laurie Anne Meyer, Administrator  
**Laurie Meyer**  
PO Box 122  
New Port Richey, FL 34656

**Certified Article Number**

9414 7266 9904 2156 6999 66

**SENDER'S RECORD**

RON DESANTIS  
GOVERNOR

MARY C. MAYHEW  
SECRETARY

**CERTIFIED**

File Number: **39967954**  
Application Number: 40482  
Provider Type: Homemaker And Companion Services

**RE: Complaint Number 2019015633, 5302 Lime St, New Port Richey, FL**

**Notice of Intent to Deny**

It is the decision of this Agency that Laurie Meyer's application for a Homemaker and Companion Services license be DENIED.

The Specific Basis for this determination is:

1. The applicant failed to timely submit a request for change of ownership pursuant to Sections 408.806(2)(b), 408.807(1) and (2), and 408.815(1)(c) of the Florida Statutes (F.S.); and Rule 59A-35.070 of the Florida Administrative Code(F.A.C.).

**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.**

If you have any questions or need further assistance, please contact the Office of the General Counsel at (850) 412-3630.

**Bernhard E. Hudson, M.Div.**  
Long Term Care Services Unit Manager  
Bureau of Health Facility Regulation

cc: Legal Intake Unit, MS# 3

2727 Mahan Drive • MS#33  
Tallahassee, FL 32308  
AHCA.MyFlorida.com



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SlideShare.net/AHCAFlorida

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

LAURIE MEYER,

Petitioner,

vs.

AHCA No. 2019015633

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Respondent.

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**SETTLEMENT AGREEMENT**

Respondent, State of Florida, Agency for Health Care Administration (the “Agency”), and Petitioner, Laurie Meyer (the “Petitioner”), each individually a “party,” collectively “parties,” by and through their undersigned representatives, enter into this Settlement Agreement (“Agreement”) pursuant to Section 120.57(4), Florida Statutes (2019), and agree as follows:

**WHEREAS**, the Agency is the licensing and regulatory authority that oversees homemaker and companion services in Florida and enforces the state laws governing such facilities pursuant to Chapter 408, Part II, and Chapter 400, Part III, Florida Statutes, and Chapters 59A-8 and 59A-35 of the Florida Administrative Code; and

**WHEREAS**, the Petitioner is a homemaker and companion service registered with the Agency; and

**WHEREAS**, the Agency issued a Notice of Intent to Deny (the “NOI”) dated October 8, 2019, notifying the Petitioner of the Agency’s intent to deny the change during licensure application; and

**WHEREAS**, the Petitioner requested a formal administrative hearing by filing an election of rights form or by petition; 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 herein are true and correct and are expressly incorporated into this Agreement.

2. Both parties agree that the “whereas” clauses incorporated herein are binding findings on the parties.

3. Upon full execution of this Agreement, the Petitioner shall remit to the Agency a payment of five hundred dollars (\$500.00) within thirty (30) days of the Final Order.

4. The parties agree that this Agreement shall supersede the NOI and that the application will no longer be denied. If the Agency has not already completed its review of the application, it shall resume its review of the application upon entry of the Final Order adopting this Agreement. Nothing in this Agreement, however, shall prohibit the Agency from denying the application based upon any statute, rule, or regulation, and, if applicable, an unsatisfactory licensure survey.

5. Venue for any action brought to interpret, challenge, or enforce the terms of this Agreement or the Final Order entered pursuant to this Agreement shall lie solely in the Circuit Court of Leon County, Florida.

6. By entering into this Agreement, the Petitioner maintains that it neither admits nor denies the allegations set forth in the NOI, but recognizes that the Agency continues in good faith to assert the validity of the allegations. This Agreement shall not preclude the Agency from imposing any remedy against the Petitioner for any other deficiency identified in any survey of the Petitioner. In the event of any such agency action, however, the Petitioner shall have all legal rights to contest any such agency action. In addition, this Agreement shall not preclude or estop any federal, other state agency or local agency from taking any action against the Petitioner based upon, in whole or in part, the allegations set forth in the NOI.

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.

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

9. The Petitioner, for itself and for its related or resulting organizations, its successors or transferees, attorneys, heirs, and executors or administrators, discharges the State of Florida, Agency for Health Care Administration, its agents, representatives, and attorneys of and from all claims, demands, actions, causes of action, suits, damages, losses, and expenses, of any 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 facilities.

10. In the event that the 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.

11. The Petitioner agrees that if any funds to be paid under this Agreement to the Agency are not paid within the time set forth in this Agreement, the Agency may deduct the amounts assessed against the Petitioner in the Final Order, or any portion thereof, owed by the Petitioner to the Agency from any present or future funds owed to the Petitioner by the Agency, and that the Agency shall hold a lien against present and future funds owed to the Petitioner by the Agency for said amounts until paid.

12. This Agreement is binding upon all parties and those identified in the paragraph above of this Agreement.

13. The undersigned have read and understand this Agreement and have the authority to bind their respective principals.

14. This Agreement contains and incorporates the entire understandings and agreements of the parties. 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.

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

16. All parties agree that facsimile and electronic signatures suffice for original signatures and that the Agreement may be executed in counterpart.

[signature page follows]

*Molly McKinstry*

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

Dated: 2/14/2020

*[Signature]*

*cu*

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

Dated: 2/3/2020

*Laurie Anne Meyer*

Laurie Anne Meyer, Administrator  
Laurie Meyer  
Post Office Box 122  
New Port Richey, Florida 34656

Dated: January 22, 2020

*[Signature]*

Elina Valentine, Assistant General Counsel  
Office of the General Counsel  
Agency for Health Care Administration  
2727 Mahan Drive, Mail Stop #7  
Tallahassee, Florida 32308

Dated: 1/23/20