

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

FILED
AHCA
AGENCY CLERK

2010 MAR 23 P 2:10

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

Petitioner,

**CASE NO: 2009001167
09-92PH**

v.

RENDITION NO.: AHCA-10- *360*-S-OLC

**SOUTHWEST FLORIDA
WOMEN'S CLINIC,**

Respondent.

_____ /

FINAL ORDER

Having reviewed the Notice of Intent to Impose Fine dated February 4, 2009, attached hereto and incorporated herein (Ex. 1), and all other matters of record, the Agency for Health Care Administration ("Agency") has entered into a Settlement Agreement (Ex. 2) with the other party to these proceedings, and being otherwise well-advised in the premises, finds and concludes as follows:

ORDERED:

1. The attached Settlement Agreement is approved and adopted as part of this Final Order, and the parties are directed to comply with the terms of the Settlement Agreement.

2. Respondent shall pay an administrative fine in the amount of One Hundred Dollars (\$100). The administrative fine is due and payable within thirty (30) days of the date of rendition of this Order.

3. Checks should be made payable to the "Agency for Health Care Administration." The check, along with a reference to these case numbers, should be sent directly to:

Agency for Health Care Administration
Office of Finance and Accounting
Revenue Management Unit
2727 Mahan Drive, MS# 14
Tallahassee, Florida 32308

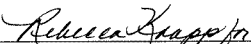
4. Unpaid amounts pursuant to this Order will be subject to statutory interest and may be collected by all methods legally available.

5. Respondent's petition for informal administrative proceedings is hereby dismissed.

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

7. The above-styled cases are hereby closed.

DONE and **ORDERED** this 22nd day of March, 2010,
in Tallahassee, Leon County, Florida.



Thomas W. Arnold, Secretary
Agency for Health Care Administration

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.

Copies furnished to:

Sally R. Azima, Office Manager Southwest Florida Women's Clinic 710 Pondella Road, #12 North Fort Myers, Florida 33903 (U. S. Mail)	Andrea M. Lang, Senior Attorney Agency for Health Care Administration 2295 Victoria Avenue, Room 346C Fort Myers, Florida 33901 (Interoffice Mail)
Finance & Accounting Agency for Health Care Admin. Revenue Management Unit 2727 Mahan Drive, MS #14 Tallahassee, Florida 32308 (Interoffice Mail)	William H. Roberts Informal Hearing Officer Agency for Health Care Administration 2727 Mahan Drive, MS #3 Tallahassee, Florida 32308 (Interoffice Mail)
Jan Mills Agency for Health Care Administration 2727 Mahan Drive, Bldg #3, MS #3 Tallahassee, Florida 32308 (Interoffice Mail)	

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this Final Order was served on the above-named person(s) and entities by U.S. Mail, or the method designated, on this the 28 day of March, 2010.



Richard Shoop, Agency Clerk
Agency for Health Care Administration
2727 Mahan Drive, Building #3
Tallahassee, Florida 32308-5403
(850) 922-5873

2009001164



Certified Article Number
7160 3901 9849 9867 3419
SENDERS RECORD

CHARLIE CRIST
GOVERNOR

HOLLY BENSON
SECRETARY

February 4, 2009

SALLY R AZIMA
SOUTHWEST FLORIDA WOMEN'S CLINIC
710-12 PONDELLA ROAD
NORTH FORT MYERS, FL 33903

LICENSE NUMBER: 883
CASE #: 2009001167

NOTICE OF INTENT TO IMPOSE FINE

Pursuant to Section 408.813 and Section 390.0112(4), Florida Statutes (F.S.), a fine of \$200 is hereby imposed for not submitting your monthly report of induced terminations of pregnancy for the month of December, 2008. The monthly report is due no later than 30 days following the preceding month. Pursuant to Section 390.0112(4) F.S., any person required to report who fails to report may be subject to a \$200 fine.

TO PAY NOW, PAYMENT SHOULD BE MADE WITHIN 21 DAYS AND MAILED WITH A COPY OF THIS NOTICE OF INTENT TO:

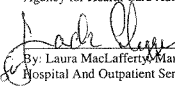
Agency for Health Care Administration
Finance and Accounting, Revenue Section
OMC Manager
2727 Mahan Drive, MS #14
Tallahassee, FL 32308

Include License Number: 883 and Case Number: 2009001167 in check memo field

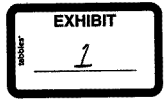
EXPLANATION OF RIGHTS

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.

Agency for Health Care Administration


By: Laura MacLafferty, Manager
Hospital And Outpatient Services Unit

cc: Agency Clerk, Mail Stop 3
Legal Intake Unit, Mail Stop 3



STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA,
AGENCY FOR HEALTH
CARE ADMINISTRATION,

Petitioner,

vs.

Case No(s): 2009001167
09-92PH

SOUTHWEST FLORIDA
WOMEN'S CLINIC,

Respondent.
_____ /

SETTLEMENT AGREEMENT

Petitioner, State of Florida, Agency for Health Care Administration (hereinafter the "Agency"), through its undersigned representatives, and Respondent, Southwest Florida Women's Clinic (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, Respondent is an abortion clinic licensed pursuant to Chapters 408 and 390 and Section 20.42, Florida Statutes; and

WHEREAS, the Agency has jurisdiction by virtue of being the regulatory and licensing authority over Respondent, pursuant to Chapter 390, Florida Statutes; and

WHEREAS, the Agency served Respondent with a Notice of Intent to Impose Fine on or about February 12, 2009, notifying the Respondent of its intent to impose a late filing fine in the amount of Two Hundred Dollars (\$200); and



WHEREAS, Respondent requested an informal administrative proceeding by selecting Option 2 on the Election of Rights form; and

WHEREAS, the parties have negotiated 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 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 waive any and all appeals and proceedings to which it may be entitled including, but not limited to, an informal proceeding under Subsection 120.57(2), Florida Statutes, a formal proceeding under Subsection 120.57(1), Florida Statutes, appeals under Section 120.68, Florida Statutes; and declaratory and all writs of relief in any court or quasi-court of competent jurisdiction; and 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, Respondent agrees to pay One Hundred Dollars (\$100) in fines to the Agency within thirty (30) days of the entry of the Final Order.
5. Venue for any action brought to enforce the terms of this Agreement or the Final Order entered pursuant hereto shall lie in Circuit Court in Leon County, Florida.
6. By executing this Agreement, Respondent admits, and the Agency asserts the validity of the allegations raised in the administrative complaint referenced herein. No

agreement made herein shall preclude the Agency from imposing a penalty against Respondent for any deficiency/violation of statute or rule identified in a future survey of Respondent, which constitutes a “repeat” or “uncorrected” deficiency from surveys identified in the administrative complaint. The parties agree that in such a “repeat” or “uncorrected” case, the deficiencies from the surveys identified in the administrative complaint shall be deemed found without further proof.

7. No agreement made herein shall preclude the Agency from using the deficiencies from the surveys identified in the administrative complaint in any decision regarding licensure of Respondent, including, but not limited to, licensure for limited mental health, limited nursing services, extended congregate care, or a demonstrated pattern of deficient performance. 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. This agreement does not prohibit the Agency from taking action regarding Respondent’s Medicaid provider status, conditions, requirements or contract.

8. 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.

9. Each party shall bear its own costs and attorney’s fees.

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

11. Respondent for itself and for its related or resulting organizations, its successors or transferees, attorneys, heirs, and executors or administrators, does hereby discharge the State

of Florida, Agency for Health Care Administration, 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 Respondent or related facilities.

12. This Agreement is binding upon all parties herein and those identified in paragraph eleven (11) of this Agreement.

13. In the event that Respondent was a Medicaid provider at the subject time of the occurrences alleged in the complaint herein, this settlement 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.

14. Respondent agrees that if any funds to be paid under this agreement to the Agency are not paid within thirty-one (31) days of entry of the Final Order in this matter, the Agency may deduct the amounts assessed against Respondent in the Final Order, or any portion thereof, owed by Respondent to the Agency from any present or future funds owed to Respondent by the Agency, and that the Agency shall hold a lien against present and future funds owed to Respondent by the Agency for said amounts until paid.

15. The undersigned have read and understand this Agreement and have the 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 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

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T-038 P006/006 F-536

Agency and Agency counsel has not provided legal advice to or influenced Respondent in its decision to enter into this Agreement.

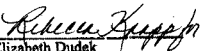
16. This Agreement contains and incorporates the entire understandings and agreements of the parties.

17. This Agreement supersedes any prior oral or written agreements between the parties.


18. 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.

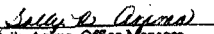
The following representatives hereby acknowledge that they are duly authorized to enter into this Agreement.


 Elizabeth Dudek
 Deputy Secretary
 Agency for Health Care Administration
 2727 Mahan Drive, Bldg #1
 Tallahassee, Florida 32308

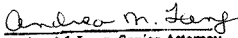
DATED: 3/22/10


 Justin M. Senior, General Counsel
 Agency for Health Care Administration
 2727 Mahan Drive, Mail Stop #3
 Tallahassee, Florida 32308

DATED: 3/19/10


 Sally Azima, Office Manager
 Southwest Florida Women's Clinic
 710 Pondella Road, #12
 North Fort Myers, Florida 33903

DATED: Oct 28, 2009


 Andrea M. Lang, Senior Attorney
 Agency for Health Care Administration
 2295 Victoria Avenue, Room 346C
 Fort Myers, Florida 33901

DATED: Dec. 9, 2009