

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

FILED
AHCA
AGENCY CLERK

2006 AUG 15 A 11:43

STATE OF FLORIDA,
AGENCY FOR HEALTH CARE ADMINISTRATION,

Petitioner,
vs.

AHCA Case No. 2006000031
2006000033
Case No. 06-49PH

SENIOR HEALTH-FIRST COAST, LLC
d/b/a FIRST COAST HEALTH &
REHABILITATION CENTER

RENDITION NO.: AHCA-06-~~0206~~-S-OLC

Respondent.
_____ /

FINAL ORDER

The Agency for Health Care Administration has entered into a Settlement Agreement with the parties to these proceedings, and:

THEREFORE, it is ORDERED that:

1. The attached Settlement Agreement is approved and adopted as a part of this Final Order, and the parties are directed to comply with the terms of the Settlement Agreement.
2. SENIOR HEALTH-FIRST COAST, LLC d/b/a FIRST COAST HEALTH & REHABILITATION CENTER (Respondent) shall pay to the Agency, within thirty (30) days of the entry of this Final Order, nine thousand seven hundred and fifty dollars (\$9,750.00) in administrative fines and \$6,000.00 for the survey fee. The total amount due to the Agency will be \$15,750.00.
3. Respondent shall be subject to a conditional license for the period of December 13, 2005, through December 19, 2005.

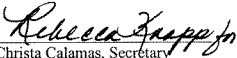
4. Checks should be made payable to the Agency for Health Care Administration. The check, along with a reference to this Case number, should be sent directly to:

5. Jean Lombardi
Agency for Health Care Administration
Office of Finance & Accounting
2727 Mahan Drive, Mail Stop #14
Tallahassee, FL 32308

6. The \$15,750.00 will be subject to statutory interest and may be collected by all methods legally available if unpaid within the 30 day time frame.

7. The above-styled case is hereby closed.

DONE and ORDERED this 10th day of August, 2006, in
Tallahassee, Leon County, Florida.


Christa Calamas, 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 AND A SECOND COPY, ALONG WITH FILING FEE AS PRESCRIBED BY LAW, IN THE DISTRICT COURT OF APPEAL 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 THIRTY (30) DAYS OF RENDITION OF THE ORDER TO BE REVIEWED.

Copies furnished to:

Elizabeth Dudek
Deputy Secretary
Agency for Health Care Administration
2727 Mahan Drive Bldg #1 Mail Stop #9
Tallahassee, Florida 32308

Jean Lombardi
Finance & Accounting
Agency for Health Care Administration
2727 Mahan Drive Mail Stop Code #14
Tallahassee, Florida 32308

Dan Davis, Managing Agent
First Coast Health and Rehabilitative Center
785 Fifth Avenue, 3rd Floor, Suite 5
Chambersburg, Pennsylvania 17201

Elizabeth W. Willis
Senior Attorney
Agency for Health Care Administration
2727 Mahan Drive Mail Stop #3
Tallahassee, Florida 32308

Janice Mills, Intake Unit
Agency for Health Care Administration
2727 Mahan Drive mail stop #3
Tallahassee, Florida 32308

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was mailed to the above-named addressees on this 15th day of August, 2006.



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

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,
vs.

AHCA Case No. 2006000031
2006000033
Case No. 06-49PH

SENIOR HEALTH-FIRST COAST, LLC
d/b/a FIRST COAST HEALTH &
REHABILITATION CENTER

Respondent.
_____ /

SETTLEMENT AGREEMENT

Petitioner, State of Florida, Agency for Health Care Administration (hereinafter the "Agency") through their undersigned representatives, and Senior Health-First Coast, LLC d/b/a First Coast Health & Rehabilitation Center (hereinafter "Respondent") and pursuant to Subsection 120.57(4), Florida Statutes (2005 agree as follows:

WHEREAS, Respondent is a nursing home facility, licensed pursuant to Chapter 400, Part II, Florida Statutes (2005), and Chapter 59A-4, Florida Administrative Code (2005), and

WHEREAS, On February 1, 2006, the Agency sent Respondent an administrative complaint, notifying Respondent of its intent to levy a fine of fifteen thousand dollars (\$15,000.00) and a survey fee of six thousand dollars (\$6,000.00) for failure to maintain a safe and comfortable environment for the residents; and

WHEREAS, the Respondent admitted to the allegations of failure to maintain a safe and comfortable environment for its residents and requested an informal hearing.

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 have negotiated and agreed that the best interest of all the parties will be served by a settlement agreement 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. Respondent agrees to the imposition of a conditional license effective December 13, 2005, through December 19, 2005.
3. Respondent agrees to pay to the Agency the survey fee of six thousand dollars (\$6,000.00) and an administrative fine of nine thousand seven hundred and fifty dollars (\$9,750.00), for a total payment of fifteen thousand seven hundred and fifty dollars (\$15,750.00), within 30 days of the entry of the Final Order.
4. Respondent agrees to a withdrawal of its Petition for an administrative hearing, agrees to waive all appeals and proceedings in this case including, but not limited to, an informal proceeding under Subsection 120.57(2), Florida Statutes (2005), a formal proceeding under Subsection 120.57(1), Florida Statutes (2005), an appeal under Section 120.68, Florida Statutes (2005), or any declaratory or writ of relief in any State or Federal Court, any administrative court or any court of competent jurisdiction.
5. Venue for any action brought to enforce the terms of this Agreement or the Final Order entered in this case shall lie in the Circuit Court in Leon County, Florida.

6. The Agency agrees that it will not impose any further penalty against Respondent as a result of the "Administrative Complaint" dated February 1, 2006, due to the facility not maintaining its facility and equipment and not providing a safe and comfortable environment. However, this agreement does not prevent the Agency from imposing a penalty against Respondent for any future violation of law or rule nor from recovering any Medicaid payments that are due or may become due.
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. This Agreement shall become effective on the date when executed by all parties.
10. 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.
11. This Agreement is binding on all parties identified in paragraph (10) above.
12. The undersigned have read and understand this Agreement and have authority to bind their respective principles to it.

APR 17 '06 10:08 TO-17278230800

FROM-

13. This Agreement contains the entire understandings and agreements of the parties.
14. This Agreement supersedes any prior oral or written agreements between the parties.
15. This Agreement may not be amended except in writing. Any attempted assignment of this Agreement shall be void.

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

DATED: 8/10/06
Rebecca Zuppin
 Elizabeth Dudek
 Deputy Secretary,
 Division Health Quality Assurance
 Agency for Health Care
 Administration

DATED: _____
Grant P. Dearborn for
~~Christa Calmus~~ William H. Roberts
 General Counsel (Acting)
 Agency for Health Care
 Administration

DATED: 8/17/06
Dan Davis
 Dan Davis, Managing Agent
 First Coast Health & Rehabilitation
 Center
 7723 Jasper Avenue
 Jacksonville, Florida 32211

DATED: 8/10/06
Elizabeth W. Willis
 Elizabeth W. Willis, Esq.
 Senior Attorney
 Agency for Health Care
 Administration