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AHCA
AGENCY CLERK

2009 MAR 10 P 12: 24

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

**CAPRI HEALTHCARE, INC. d/b/a
AASTRA WOMENS CENTER,**

Petitioner,

AHCA No.: 2009000001

CASE No.: 09-17PH

vs.

RENDITION NO.: AHCA-09- 121 -S-OLC

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

Respondent.

FINAL ORDER

Having reviewed the Notice of Intent to Impose Fine dated January 5, 2009, attached hereto and incorporated herein (Exhibit 1), and all other matters of record, the Agency for Health Care Administration ("Agency") has entered into a Settlement Agreement (Exhibit 2) with the parties 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. Upon full execution of this Agreement, the parties agree to the following:

a. The Petitioner shall remit to the Agency within thirty (30) days of the entry of the Final Order adopting this Agreement a late fine in the amount of \$100.00.


b. The Notice of Intent to Impose Fine is superseded by this Agreement.

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

4. The above-styled case is hereby closed.

DONE and **ORDERED** this 6 day of March, 2009,

in Tallahassee, Leon County, Florida.


Holly Benson, Secretary
Agency for Health Care Administration

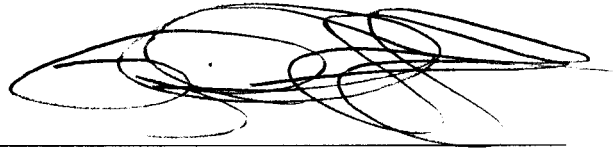
A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO JUDICIAL REVIEW WHICH SHALL BE INSTITUTED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE AGENCY CLERK OF AHCA, AND A SECOND COPY, ALONG WITH FILING FEE AS PRESCRIBED BY LAW, WITH THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT 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:

<p>Cynthia Stockman Owner Aastra Womens Center 10 S.W. 44th Avenue Plantation, Florida 33317 (U. S. Mail)</p>	<p>Lourdes A. Naranjo, Esq. Assistant General Counsel Agency for Health Care Administration 8350 N. W. 52 Terrace – Suite 103 Miami, Florida 33166 (Interoffice Mail)</p>
<p>Finance & Accounting Agency for Health Care Administration 2727 Mahan Drive, MS #14 Tallahassee, Florida 32308 (Interoffice Mail)</p>	<p>Elizabeth Dudek Deputy Secretary Agency for Health Care Administration 2727 Mahan Drive, Bldg #1, MS #9 Tallahassee, Florida 32308 (Interoffice Mail)</p>
<p>Jan Mills Agency for Health Care Administration 2727 Mahan Drive, Bldg #3, MS #3 Tallahassee, Florida 32308 (Interoffice Mail)</p>	<p>William H. Roberts Informal Hearing Officer Agency for Health Care Administration 2727 Mahan Drive, Bldg #3, MS #3 Tallahassee, Florida 32308 (Interoffice Mail)</p>
<p>Laura MacLafferty Manager Hospital and Outpatient Services Unit Agency for Health Care Administration 2727 Mahan Drive Tallahassee, Florida 32308 (Interoffice Mail)</p>	

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 10th day of March, 2009.



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



Certified Article Number
7160 3901 9849 9867 1361
SENDERS RECORD

CHARLIE CRIST
GOVERNOR

HOLLY BENSON
SECRETARY

January 5, 2009

CYNTHIA D STOCKMAN
AASTRA WOMENS CENTER
10 SW 44TH AVENUE
PLANTATION, FL 33317

LICENSE NUMBER: 873

CASE #: 2009000001

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 November, 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: 873 and Case Number: 2009000001 in check memo field

EXPLANATION OF RIGHTS

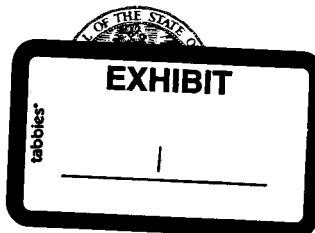
Pursuant to Section 120.569, F.S., you have the right to request an administrative hearing. In order to obtain a formal proceeding before the Division of Administrative Hearings under Section 120.57(1), F.S., your request for an administrative hearing must conform to the requirements in Section 28-106.201, 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

CAPRI HEALTHCARE, INC. d/b/a
AASTRA WOMENS CENTER,

Petitioner,

AHCA No.: 2009000001

CASE No.: 09-17PH

v.

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

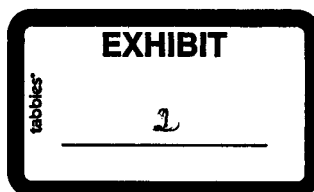
Respondent.

_____ /

SETTLEMENT AGREEMENT

Respondent, State of Florida, Agency for Health Care Administration (hereinafter the "Agency"), through its undersigned representatives, and Petitioner, Capri Health Care, Inc. d/b/a Aastra Womens Center (hereinafter "Petitioner"), 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, the Petitioner is an abortion clinic licensed pursuant to Chapter 390, Florida Statutes (2008), Section 20.42, Florida Statutes (2008), Chapter 408, Part II, Florida Statutes (2008), and Chapter 59A-9, Florida Administrative Code; and



WHEREAS, the Agency has jurisdiction by virtue of being the regulatory and licensing authority over licensure of Petitioner; and

WHEREAS, the Petitioner requested an informal administrative hearing by filing election of rights forms or petitions; 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 to be exchanged; 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, Petitioner agrees to a withdrawal of its request for an administrative proceeding; agrees to waive any and all proceedings and appeals 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; 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. 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 parties agree to the following:

a. The Petitioner shall remit to the Agency within thirty (30) days of the entry of the Final Order adopting this Agreement a fine in the amount of \$100.00.

b. The Notice of Intent to Impose Fine is superseded by this Agreement.

5. 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.

6. By executing this Agreement, the Petitioner admits the facts and legal conclusions raised in the Notice of Intent referenced herein. However, nothing in this Agreement shall be deemed to preclude the Agency from using this assessment of fines in weighing future administrative actions regarding the Petitioner including, but not limited to, decisions regarding the licensure of Petitioner, including, but not limited to, licensure for limited mental health, limited nursing services,

or extended congregate care. The Agency is not precluded from using the subject events for any purpose within the jurisdiction of the Agency. Further, Petitioner 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 Notice of Intent.

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 upon which it is fully executed by all the parties.

10. 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 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 the Petitioner or related or resulting organizations.

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

12. 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 and has done so without the advice of counsel. The Petitioner 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. 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.

13. In the event that Petitioner was a Medicaid provider at the subject time of the actions alleged in the Notice of Intent referenced herein, this Agreement 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. This Agreement does not settle any federal issues pending against Petitioner. This agreement does not prohibit the Agency from taking action

regarding Petitioner's Medicaid provider status, conditions, requirements or contract.

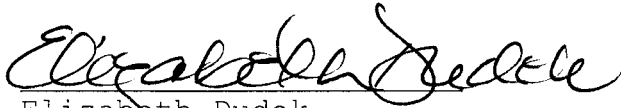
14. Petitioner agrees that if any funds to be paid under this agreement to the Agency are not paid within thirty-one (31) days of entry of the Final Order in this matter, the Agency may deduct the amounts assessed against Petitioner in the Final Order, or any portion thereof, owed by Petitioner to the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

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

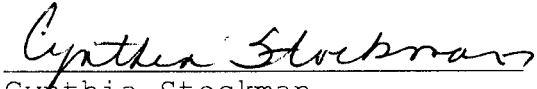
16. This Agreement supersedes any prior oral or written agreements between the parties. This Agreement may not be amended except in writing. Any attempted assignment of this Agreement shall be void.

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

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



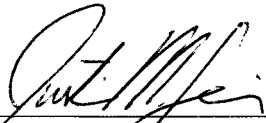
Elizabeth Dudek
Deputy Secretary
Division of Health Quality
Assurance.
Agency for Health Care
Administration
2727 Mahan Drive
Tallahassee, Florida 32308



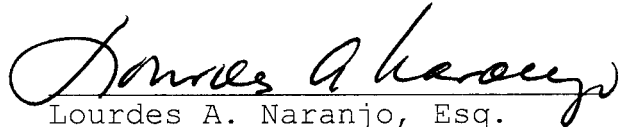
Cynthia Stockman
Owner
Aastra Womens Center
10 S.W. 44th Avenue
Plantation, Florida 33317

Dated: 3/6/2009

Dated: 2/11/09



Justin M. Senior, Esq.
General Counsel
Agency for Health Care
Administration
2727 Mahan Drive
Tallahassee, Florida 32308



Lourdes A. Naranjo, Esq.
Assistant General Counsel
Agency for Health Care
Administration
8350 N.W. 52 Terrace - #103
Miami, Florida 33166

Dated: 3/5/09

Dated: 2/16/09