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By: Theresa McCown
Deputy Agency Clerk

STATE OF FLORIDA
BOARD OF OSTEOPATHIC MEDICINE

DEPARTMENT OF HEALTH,

Petitioner,

vs.

Case No.: 2003-25245

License No.: OS 6351

PAUL ANDREW ELLIOTT, D.O.

Respondent.

_____ /

FINAL ORDER

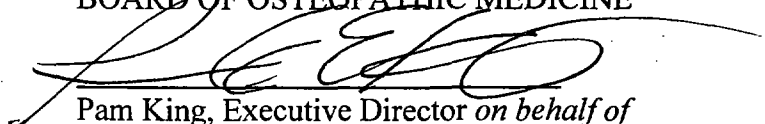
This matter appeared before the Board of Osteopathic Medicine at a duly-noticed public meeting on February 25, 2006, in Ft. Lauderdale, Florida, for consideration of a Settlement Agreement (attached hereto as Exhibit "A"). Petitioner was represented by Joy Tootle, Assistant General Counsel. Respondent was present with counsel, Ed Bayo, Esq. Upon consideration of the Settlement Agreement, the documents submitted in support thereof, the arguments of the parties and otherwise being advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that the Settlement Agreement be and hereby is approved and adopted in toto and incorporated by reference herein. Accordingly, the parties shall adhere to and abide by all the terms and conditions of the Stipulation.

This Final Order shall take effect upon being filed with the Clerk of the Department of Health.

DONE AND ORDERED this 8 day of March, 2006.

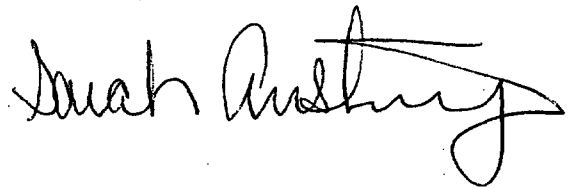
BOARD OF OSTEOPATHIC MEDICINE


Pam King, Executive Director *on behalf of*
James Andriole, D.O., CHAIR

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to **PAUL ANDREW ELLIOTT, D.O.**, 1050 SE Monterey Road, Suite 302, Stuart, FL 34994; and by U.S. Mail to **Edwin Bayo, Esq.**, 301 S. Bronough Street, Ste. 600, Tallahassee, Florida 32302; by interoffice mail to **Michael T. Flury**, Assistant Attorney General, Office of the Attorney General, PL-01, The Capitol, Tallahassee, Florida 32399-1050; **Joy Tootle, Esq.**, Assistant General Counsel, Department of Health, 4052 Bald Cypress Way, Bin # C-65, Tallahassee, Florida 32399-3265 this 9th day of March, 2006.

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Deputy Agency Clerk

**STATE OF FLORIDA
BOARD OF OSTEOPATHIC MEDICINE**

DEPARTMENT OF HEALTH,

Petitioner,

v.

DOH Case Number 2003-25245

PAUL ANDREW ELLIOTT, D.O.,

Respondent.

SETTLEMENT AGREEMENT

Paul Andrew Elliott, D.O., referred to as the "Respondent," and the Department of Health, referred to as "Department," stipulate and agree to the following Agreement and to the entry of a Final Order of the Board of Osteopathic Medicine, referred to as "Board," incorporating the Stipulated Facts and Stipulated Disposition in this matter.

STIPULATED FACTS

1. At all times material hereto, Respondent was a licensed osteopathic physician in the State of Florida having been issued license number OS 6351 on June 25, 1992.

2. Respondent's address of record is 1050 SE Monterey Road, Suite

201
302

Stuart, Florida 34994.

3. Respondent neither admits nor denies the allegations of fact contained in the Administrative Complaint for purposes of these proceedings only.

STIPULATED CONCLUSIONS OF LAW

1. Respondent admits that, in his capacity as a licensed osteopathic physician, he is subject to the provisions of Chapters 456 and 459, Florida Statutes, and the jurisdiction of the Department and the Board.

2. Respondent admits that the facts set forth in the Administrative Complaint, if proven, would constitute violations of Chapter 459, Florida Statutes, as alleged in the Administrative Complaint.

3. Respondent admits that the Stipulated Disposition in this case is fair, appropriate and acceptable to Respondent.

STIPULATED DISPOSITION

1. **FUTURE CONDUCT:** Respondent shall not in the future violate Chapters 456, 459 and 893, Florida Statutes, or the rules promulgated pursuant thereto. Prior to signing this agreement, Respondent will read

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Chapters 456, 459, and 893, Florida Statutes, and the Rules of the Board of Osteopathic Medicine, at Section 64B-15, Florida Administrative Code.

2. **APPEARANCE:** Respondent shall appear at the board meeting where this Settlement Agreement is considered by the Board.

3. **FINE:** The Board shall impose an administrative fine in the amount of three thousand dollars (\$3,000) against the Respondent. The

Respondent shall pay the fine to the Board of Osteopathic Medicine within

sixty (60) days of its imposition by Final Order of the Board. **THE**

RESPONDENT ACKNOWLEDGES THAT THE TIMELY PAYMENT OF

THE FINE IS HIS LEGAL OBLIGATION AND RESPONSIBILITY AND

THE RESPONDENT AGREES TO CEASE PRACTICING IF THE FINE IS

NOT PAID AS AGREED TO IN THIS SETTLEMENT AGREEMENT,

SPECIFICALLY: IF THE RESPONDENT HAS NOT RECEIVED

WRITTEN CONFIRMATION THAT THE FULL AMOUNT OF THE FINE

HAS BEEN RECEIVED BY THE BOARD OFFICE WITHIN NINETY (90)

DAYS OF THE FILING OF THIS FINAL ORDER, THE RESPONDENT

AGREES TO CEASE PRACTICE UNTIL SUCH WRITTEN

CONFIRMATION IS RECEIVED BY THE RESPONDENT FROM THE

BOARD. (SEE EXHIBIT A, PARAGRAPH E OF THIS SETTLEMENT AGREEMENT FOR BOARD ADDRESS AND STANDARD TERMS).

4. **REIMBURSEMENT OF COSTS.** In addition to the amount of any fine noted above, the Respondent agrees to reimburse the Department for any administrative costs incurred in the investigation and preparation of this case, including costs assessed by the Division of Administrative Hearings, if applicable, and by the Board of Osteopathic Medicine office. The agreed upon Department costs to be reimbursed in this case is not to exceed three thousand dollars (\$3,000.00). The costs in this case are currently one thousand nine hundred forty five dollars and fifty one cents (\$1,945.51). The Respondent shall pay the costs to the Board of Osteopathic Medicine within **sixty (60) days** of its imposition by Final Order of the Board. **THE RESPONDENT ACKNOWLEDGES THAT THE TIMELY PAYMENT OF THE COSTS IS HIS LEGAL OBLIGATION AND RESPONSIBILITY AND RESPONDENT AGREES TO CEASE PRACTICING IF THE COSTS ARE NOT PAID AS AGREED TO IN THIS SETTLEMENT AGREEMENT, SPECIFICALLY: IF THE RESPONDENT HAS NOT RECEIVED WRITTEN CONFIRMATION THAT THE FULL**

AMOUNT OF THE COSTS NOTED ABOVE HAS BEEN RECEIVED BY THE BOARD OFFICE WITHIN NINETY (90) DAYS OF THE FILING OF THIS FINAL ORDER, THE RESPONDENT AGREES TO CEASE PRACTICE UNTIL SUCH WRITTEN CONFIRMATION IS RECEIVED BY THE RESPONDENT FROM THE BOARD. (SEE EXHIBIT B, PARAGRAPH E OF THIS SETTLEMENT AGREEMENT FOR BOARD

ADDRESS AND STANDARD TERMS.

5. **SUSPENSION.** Respondent's license shall be suspended for two years. The period of time that Respondent's license was suspended by the Emergency Order of Suspension filed June 24, 2004, shall be counted toward the two year suspension. The time remaining on the suspension shall be stayed beginning on the date this Settlement Agreement is accepted by the Board, so long as Respondent complies with the terms of Restriction, pursuant to paragraph 6 of this agreement.

6. **RESTRICTION.** During the period in which Respondent's suspension is stayed, his license shall be restricted to only practicing osteopathic medicine in providing uncompensated pro bono medical services. Respondent shall provide four hundred (400) hours of

uncompensated pro bono medical services prior to June 24, 2006. Respondent's pro bono practice plan must be approved by the Board before he can begin to provide those services.

7. **PROBATION.** Effective on the date the suspension ends, Respondent's license to practice medicine shall be placed on indirect probation for a period of 3 years. The purpose of probation is not to prevent the Respondent from practicing osteopathic medicine. Rather, probation is a supervised educational experience designed by the Board to make the Respondent aware of certain obligations to his patients and the profession and to insure Respondent's continued compliance with the high standards of the profession through interaction with another osteopathic physician in the appropriate field of expertise. To this end, during the period of probation, Respondent shall comply with the following obligations and requirements:

A. **RESTRICTIONS DURING PROBATION.** During the period of probation, Respondent's license shall be restricted as follows:

1. **INDIRECT SUPERVISION.** Respondent shall practice only under the indirect supervision of a Board-approved osteopathic

physician, hereinafter referred to as the "monitor." In this regard, Respondent shall allow the monitor access to Respondent's medical records, calendar, patient logs or other documents necessary for the monitor to supervise Respondent.

B. OBLIGATIONS/REQUIREMENTS OF PROBATION. During the period of probation, Respondent shall comply with the following obligations and requirements:

1. Respondent shall appear before the Board of Osteopathic Medicine at the first meeting after probation commences; at the last meeting of the Board preceding scheduled termination of the probation; and at such other times as requested by the Board. Respondent shall be noticed by the Board staff of the date, time and place of the meeting whereat Respondent's appearance is required. Failure of Respondent to appear as requested or directed shall be considered a violation of the terms of this Agreement, and shall subject the Respondent to disciplinary action.

2. The Respondent shall submit quarterly reports to the Board at least 28 days prior to each applicable Board meeting. Each

report shall be in affidavit form, the contents of which may be further specified by the Board, but which shall include:

- i. A brief statement of why Respondent is on probation.
 - ii. A description of practice location.
 - iii. A description of current practice (type and composition).
 - iv. A brief statement of compliance with probationary terms.
 - v. A description of the relationship with monitoring physician.
 - vi. A statement advising the Board of any problems which have arisen.
 - vii. A statement addressing compliance with any restrictions or requirements imposed.
 - viii. Any other reporting requirements.
3. Respondent shall be responsible for ensuring that the monitor submits all required reports.

C. RESPONSIBILITIES OF THE MONITORING PHYSICIAN.

The Monitor shall:

1. Respondent's monitor shall appear before the Board at the first meeting of said Board following commencement of the probation, and at such other times as directed by the Board. It shall be Respondent's responsibility to ensure the appearance of his monitor to appear as requested or directed. If the approved monitor fails to appear as requested or directed by the Board, the Respondent shall immediately cease practicing osteopathic medicine until such time as the approved monitor or alternate monitor appears before the Board.

2. Review twenty-five percent (25%) of Respondent's active patient records, to include among other things, a review of whether the records appear to be altered in any way.

3. Maintain contact with the Respondent on a frequency of at least once every two weeks. In the event that the monitor is not timely contacted by Respondent, then the monitor shall immediately report this fact to the Board, in writing.

4. Submit reports to the Board on a quarterly basis, and each of which shall include:

- a) A brief statement of why Respondent is on probation.
- b) A description of Respondent's practice (type and composition).
- c) A statement addressing Respondent's compliance with the terms of probation.
- d) A brief description of the monitor's relationship with the Respondent.
- e) A statement advising the Board of any problems which have arisen.

8. **COMMUNITY SERVICE** – In addition to the four hundred (400) hours of community service Respondent is required to perform under his stayed suspension and restriction prior to June 24, 2006, Respondent shall perform another four hundred (400) hours of community service which must be completed during his three (3) years of probation. Community Service shall be defined as the delivery of

medical services directly to patients, or the delivery of other volunteer services in the community, without fee or cost to the patient or the entity, for the good of the people of the State of Florida. Community service shall be performed outside the physician's regular practice setting. Respondent shall submit a written plan for performance and completion of the community service to the Probation Committee for approval prior to performance of said community service. Affidavits detailing the completion of community service requirements shall be filed with the Board as required by the Probation Committee.

9. **CONTINUING EDUCATION.** Within one year of the date the Respondent begins probation, Respondent shall attend twenty-four (24) hours of Continuing Medical Education (CME) in an area or areas to be set by the Board. Respondent shall submit documentation in the form of certified copies of the receipts, vouchers, certificates, or other papers, such as physician's recognition awards, documenting completion of this medical course within one (1) year of date Respondent begins probation. All such documentation shall be sent to the Board of Osteopathic Medicine, regardless of whether some or any

of such documentation was provided previously during the course of any audit or discussion with counsel for the Department. These hours shall be in addition to those hours required for renewal of licensure. Unless otherwise approved by the Board, said continuing medical education course shall consist of a formal, live lecture format.

10. **REPRIMAND.** Respondent's license shall receive a Reprimand from the Board of Osteopathic Medicine.

11. It is expressly understood that this Agreement is subject to the approval of the Board and the Department. In this regard, the foregoing paragraphs (and only the foregoing paragraphs) shall have no force and effect unless the Board enters a Final Order incorporating the terms of this Agreement.

12. Should this Agreement be rejected, no statement made in furtherance of this Agreement by the Respondent may be used as direct evidence against the Respondent in any proceeding; however, such statements may be used by the Petitioner for impeachment purposes.

13. Respondent and the Department fully understand that this joint Agreement and subsequent Final Order incorporating same will in no way

preclude additional proceedings by the Board and/or the Department against the Respondent for acts or omissions not specifically set forth in the Administrative Complaint attached as Exhibit "A" herein.

14. Upon the Board's adoption of this Agreement, Respondent expressly waives all further procedural steps, and expressly waives all rights to seek judicial review of or to otherwise challenge or contest the validity of the Agreement and the Final Order of the Board incorporating said Agreement.

15. Respondent waives the right to seek any attorney's fees or costs from the Department in connection with this matter.

16. This Agreement is executed by the Respondent for the purpose of avoiding further administrative action with respect to this cause. In this regard, Respondent authorizes the Board to review and examine all investigative file materials concerning Respondent prior to or in conjunction with consideration of the Agreement. Furthermore, should this joint Agreement not be accepted by the Board, it is agreed that presentation to and consideration of this Agreement and other documents and matters by the Board shall not unfairly or illegally

prejudice the Board or any of its members from further participation, consideration or resolution of these proceedings.

SIGNED this 10 day of January, 2005.^(P2)

Paul Andrew Elliott D.O.

Paul Andrew Elliott, D.O.
Case Number 2003-25245

Before me, personally appeared Paul Andrew Elliott

D.O., whose identity is known to me by personally known

(type of identification) and who, under oath, acknowledges that his signature appears above.

Sworn to and subscribed before me this 10th day of January, 2005.



Jodi L. Dudenev
Commission #DD348020
Expires: Aug 02, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Jodi L. Dudenev
NOTARY PUBLIC
Jodi L. Dudenev

My Commission Expires: 8/2/08

APPROVED this 17th day of January, 2005.

Counsel for petitioner:
Joy A. Tootle
Prosecution Services Unit
Department of Health
4052 Bald Cypress Way
Tallahassee, FL 32399-3265
FBN: 0174513
(850) 245-4640

M. Rony Francois, M.D., M.S.P.H., Ph.D.
Secretary, Department of Health

Joy A. Tootle
By: Joy A. Tootle
Deputy General Counsel
Assistant

EXHIBIT B
STANDARD TERMS APPLICABLE TO SETTLEMENT AGREEMENTS

The following are the standard terms applicable to all Settlement agreements, including supervision and monitoring provisions applicable to licensees on probation.

A. PAYMENT OF FINES. Unless otherwise directed by the Settlement agreement, all fines shall be paid by check or money order and sent to the Board address set forth in paragraph E, below. The Board office does not have the authority to change the terms of payment of any fine imposed by the Board.

B. COMMUNITY SERVICE AND CONTINUING EDUCATION UNITS.
Unless otherwise directed by the settlement agreement, all community service requirements, continuing education units/courses must be completed, and documentation of such completion submitted to the Board of Osteopathic Medicine at the address set forth below in paragraph E,
WITHIN ONE YEAR OF THE DATE OF THE FINAL ORDER.

C. ADDRESSES. Respondent must keep current residence and

practice addresses on file with the Board. Respondent shall notify the Board within ten (10) days of any changes of said addresses. Furthermore, if the Respondent's license is on probation, the Respondent shall notify the Board within ten (10) days in the event that Respondent leaves the active practice of osteopathic medicine in Florida.

D. COSTS. Pursuant to Section 459.015(2), Florida Statutes, the Respondent shall pay all costs necessary to comply with the terms of this Settlement Agreement. Such costs include, but are not limited to, the costs of preparation of Investigative Reports detailing compliance with the terms of the Settlement Agreement, obtaining supervision or monitoring of the practice, the cost of quality assurance reviews, and the Board's administrative costs directly associated with Respondent's probation.

E. BOARD ADDRESS. Unless otherwise directed by the Board office, all fines and costs shall be sent to: **Department of Health, HMQAMS/Client Services, P.O. Box 6320, Tallahassee, Florida 32314-6320, Attn.: Osteopathic Compliance Officer.** Unless otherwise directed by the Board office, all other correspondence shall be sent to: **Department of Health, HMQAMS/Client Services/Bin #C01,**

4052 Bald Cypress Way, Tallahassee, Florida 32399-3251, Attn.:

Osteopathic Compliance Officer.

F. PROBATION TERMS. If probation was imposed by the Final Order of the Board, the following provisions are applicable.

1. DEFINITIONS:

a. INDIRECT SUPERVISION is supervision by a monitoring physician (monitor) whose responsibilities are set by the Board. Indirect supervision does not require that the monitor practice on the same premises as the Respondent, however, the monitor shall practice within a reasonable geographic proximity to Respondent, which shall be within 20 miles unless otherwise provided by the Board and shall be readily available for consultation. The monitor shall be Board-certified in the Respondent's specialty area unless otherwise provided by the Board.

b. DIRECT SUPERVISION is supervision by a supervising physician (supervisor) whose responsibilities are set by the Board. Direct supervision requires that the supervisor and Respondent work in the same office. The supervising physician shall be board-certified

in the Respondent's specialty area unless otherwise provided by the Board.

2. REQUIRED SUPERVISION.

a. If the terms of the settlement agreement include indirect monitoring of the licensee's practice (MONITORING) or direct monitoring of the licensee's practice (SUPERVISION), the Respondent shall not practice osteopathic medicine without an approved monitor/supervisor, as specified by the Settlement Agreement, unless otherwise ordered by the Board.

b. The monitor/supervisor must be a licensee under Chapter 459, Florida Statutes, in good standing and without restriction or limitation on his license. In addition, the Board or Committee may reject any proposed monitor/supervisor on the basis that he has previously been subject to any disciplinary action against his osteopathic medical license in this or any other jurisdiction, is currently under investigation, or is the subject of a pending disciplinary action. The monitor/supervisor must be actively engaged in the same or similar specialty area unless otherwise provided by the Board or

Committee and be practicing within a reasonable distance of the Respondent's practice, a distance of no more than twenty (20) miles unless otherwise specifically provided for in the Settlement agreement. The Board or Committee may also reject any proposed monitor/supervisor for good cause shown.

c. MECHANISM FOR APPROVAL OF MONITOR/SUPERVISOR:

i. TEMPORARY APPROVAL. The Board confers authority on the Chairperson of the Board to temporarily approve Respondent's monitor/supervisor. To obtain this temporary approval, Respondent shall submit to the Chairperson of the Board the name and curriculum vitae of the proposed monitor/supervisor at the time this agreement is considered by the Board. **Once a Final Order adopting this Agreement is filed, Respondent shall not practice osteopathic medicine without an approved monitor/supervisor. Temporary approval shall only remain in effect until the next meeting of the Board.**

ii. FORMAL APPROVAL. Respondent shall have

the monitor/supervisor with him at his first probation appearance before the Board. Prior to consideration of the monitor/supervisor by the Board, the Respondent shall provide to the monitor/supervisor a copy of the Administrative Complaint and Final Order in this case. Respondent shall submit a current curriculum vita and a description of current practice from the proposed monitor/supervisor to the Board office no later than fourteen days before the Respondent's first scheduled probation appearance. Respondent's monitor/supervisor shall also appear before the Board at such other times as directed by the Board. It shall be Respondent's responsibility to ensure that the appearance of his monitor/supervisor as directed. Failure of the monitor/supervisor to appear as directed shall constitute a violation of the terms of this Stipulation and shall subject the Respondent to disciplinary action.

d. CHANGE IN MONITOR/SUPERVISOR. In the event that Respondent's monitor/supervisor is unable or unwilling to fulfill his responsibilities as a monitor/supervisor as described above; the Respondent shall immediately advise the Board of this fact.

Respondent shall immediately submit to the Chairperson of the Board the name of a temporary monitor/supervisor for consideration. Respondent shall not practice pending approval of this temporary monitor/supervisor by the Chairperson of the Board. Furthermore, Respondent shall make arrangements with his temporary monitor/supervisor to appear before the Board at its next regularly scheduled meeting for consideration of the monitor/supervisor by the Board. Respondent shall only practice under the auspices of the temporary monitor/supervisor (approved by the Chairperson) until the next regularly scheduled meeting of the Probation Committee whereat the issue of the Committee's approval of the Respondent's new monitor/supervisor shall be addressed.

3. CONTINUITY OF PRACTICE

a. TOLLING PROVISIONS. In the event the Respondent leaves the State of Florida for a period of thirty days or more or otherwise does not engage in the active practice of osteopathic medicine in the State of Florida, then certain provisions of Respondent's probation (and only those provisions of the probation)

shall be tolled as enumerated below and shall remain in a tolled status until Respondent returns to active practice in the State of Florida:

- i. The time period of probation shall be tolled.
- ii. The provisions regarding supervision whether direct or indirect by another physician and required reports from the monitor/supervisor shall be tolled.
- iii. The provisions regarding preparation of investigative reports detailing compliance with this Stipulation shall be tolled.
- iv. Any provisions regarding community service shall be tolled.

b. ACTIVE PRACTICE. In the event that Respondent leaves the active practice of osteopathic medicine for a period of one year or more, the Board may require Respondent to appear before the Probation Board and demonstrate his ability to practice osteopathic medicine with skill and safety to patients prior to resuming the practice of osteopathic medicine in this State.

STATE OF FLORIDA
DEPARTMENT OF HEALTH

DEPARTMENT OF HEALTH,

PETITIONER,

v.

CASE NO. 2003-25245

PAUL ANDREW ELLIOTT, D.O.,

RESPONDENT.

ADMINISTRATIVE COMPLAINT

COMES NOW Petitioner, Department of Health, by and through its undersigned counsel, and files this Administrative Complaint before the Board of Osteopathic Medicine against Respondent, Paul Andrew Elliott, D.O., and in support thereof alleges:

1. Petitioner is the state agency charged with regulating the practice of osteopathic medicine pursuant to Section 20.43, Florida Statutes, and Chapters 456 and 459, Florida Statutes.

2. At all times material to this Complaint, Respondent was a licensed osteopathic physician within the state of Florida, having been issued license number OS 6351 on June 25, 1992.

3. Respondent's last known address of record is 1050 Southeast Monterey Road, Suite 302, Stuart, Florida 34994.

4. On or about March 5, 2004, a jury in the United States District Court for the Southern District of Florida, Fort Pierce Division, found Respondent guilty ("guilty verdict") of 22 counts of Health Care Fraud in violation of 18 U.S.C. § 1347 and 18 U.S.C. § 2; and

1 count of Destruction, Alteration, or Falsification of Records in violation of 18 U.S.C. § 1519.

5. The guilty verdict was directly related to the practice of osteopathic medicine in that Respondent was acting in the capacity of an osteopathic physician when he committed the offenses that were the subject of the guilty verdict.

6. Section 459.015(1)(c), Florida Statutes (2003), provides that being convicted or found guilty, regardless of adjudication, of a crime in any jurisdiction which directly relates to the practice of osteopathic medicine or to the ability to practice osteopathic medicine constitutes grounds for disciplinary action by the Board of Osteopathic Medicine.

7. The guilty verdict that was entered on or about March 5, 2004, in the United States District Court for the Southern District of Florida, Fort Pierce Division, was directly related to the practice of osteopathic medicine in that Respondent was acting in the capacity of an osteopathic physician when he committed the offenses that were the subject of the guilty verdict.

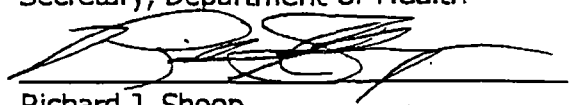
8. Based on the foregoing, Respondent has violated Section 459.015(1)(c), Florida Statutes (2003), by being convicted or found guilty, regardless of adjudication, of a crime in any jurisdiction which directly relates to the practice of osteopathic medicine or to the ability to practice osteopathic medicine.

WHEREFORE, the Petitioner respectfully requests that the Board of Osteopathic Medicine enter an order imposing one or more of the following penalties: permanent revocation or suspension of Respondent's license, restriction of practice, imposition of an

administrative fine, issuance of a reprimand, placement of the Respondent on probation, corrective action, refund of fees billed or collected, remedial education and/or any other relief that the Board deems appropriate.

SIGNED this 14th day of July, 2004.

John O. Agwunobi, M.D., M.B.A., M.P.H.
Secretary, Department of Health



Richard J. Shoop
Assistant General Counsel
Florida Bar # 0389234
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FILED

DEPARTMENT OF HEALTH
DEPUTY CLERK

CLERK Heather Coleman

DATE 7-14-04

RJS/rs

Reviewed and approved by: orc (initials) 7/1/04 (date)

PCP Date: July 13, 2004

PCP Members: Haral and Kaufman

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NOTICE OF RIGHTS

Respondent has the right to request a hearing to be conducted in accordance with Section 120.569 and 120.57, Florida Statutes, to be represented by counsel or other qualified representative, to present evidence and argument, to call and cross-examine witnesses and to have subpoena and subpoena duces tecum issued on his or her behalf if a hearing is requested.

NOTICE REGARDING ASSESSMENT OF COSTS

Respondent is placed on notice that Petitioner has incurred costs related to the investigation and prosecution of this matter. Pursuant to Section 456.072(4), Florida Statutes, the Board shall assess costs related to the investigation and prosecution of a disciplinary matter, which may include attorney hours and costs, on the Respondent in addition to any other discipline imposed

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