

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,

Case Nos. 2015007630
2015007631

RENDITION NO.: AHCA- 19 - 0191 -S-OLC

vs.

2826 CLEVELAND AVENUE
OPERATIONS, LLC d/b/a HERITAGE
PARK REHABILITATION AND
HEALTHCARE,

Respondent.

FINAL ORDER

Having reviewed the Administrative Complaint, and all other matters of record, the Agency for Health Care Administration finds and concludes as follows:

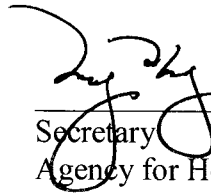
1. The Agency issued the attached Administrative Complaint and Election of Rights form to the Respondent. (Ex. 1). The parties have since entered into the attached Settlement Agreement, which is adopted and incorporated by reference into this Final Order. (Ex. 2)

2. The Respondent shall pay the Agency \$5,000.00. If full payment has been made, the cancelled check acts as receipt of payment and no further payment is required. If full payment has not been made, payment is due within 30 days of the Final Order. Overdue amounts are subject to statutory interest and may be referred to collections. 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

3. Conditional licensure status is imposed on the Respondent beginning February 13, 2015, and ending March 13, 2015.

ORDERED at Tallahassee, Florida, on this 26 day of February, 2019.

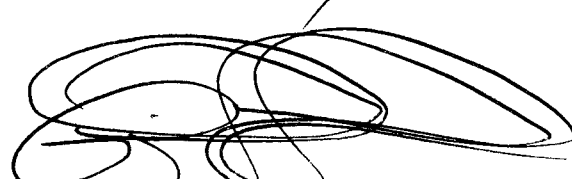

Secretary
Agency for Health Care Administration

NOTICE OF RIGHT TO JUDICIAL REVIEW

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.

CERTIFICATE OF SERVICE

I CERTIFY that a true and correct copy of this Final Order was served on the below-named persons by the method designated on this 26th day of February, 2019.


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)	Central Intake Unit Agency for Health Care Administration (Electronic Mail)
Thomas J. Walsh II, Senior Attorney Office of the General Counsel Agency for Health Care Administration (Electronic Mail)	John E. Bradley, Esq. 5102 West Laurel Street, Suite 700 Tampa, FL, 33607 (U.S. Mail)

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

STATE OF FLORIDA,
AGENCY FOR HEALTH CARE
ADMINISTRATION,

Petitioner,
vs.

Case Nos. 2015007630
2015007631

2826 CLEVELAND AVENUE OPERATIONS LLC
d/b/a HERITAGE PARK REHABILITATION AND HEALTHCARE,

Respondent.

ADMINISTRATIVE COMPLAINT

COMES NOW the Agency for Health Care Administration (hereinafter "Agency"), by and through the undersigned counsel, and files this Administrative Complaint against 2826 CLEVELAND AVENUE OPERATIONS LLC d/b/a HERITAGE PARK REHABILITATION AND HEALTHCARE (hereinafter "Respondent"), pursuant to Sections 120.569 and 120.57 Florida Statutes (2014), and alleges:

NATURE OF THE ACTION

This is an action against a skilled nursing facility to impose an administrative fine of FIVE THOUSAND DOLLARS (\$5,000.00) pursuant to Section 400.23(8)(b), Florida Statutes (2014), based upon two (2) Class II deficiencies and to assign conditional licensure status beginning on February 13, 2015, and ending on March 13, 2015, pursuant to Section 400.23(7)(b), Florida Statutes (2014). The original certificate for the conditional license is attached as Exhibit A and is incorporated by reference. The original certificate for the standard license is attached as Exhibit B and is incorporated by reference.

JURISDICTION AND VENUE

1. The Court has jurisdiction over the subject matter pursuant to Sections 120.569 and 120.57.

EXHIBIT 1

Florida Statutes (2014).

2. The Agency has jurisdiction over the Respondent pursuant to Section 20.42, Chapter 120, and Chapter 400, Part II, Florida Statutes (2014).
3. Venue lies pursuant to Rule 28-106.207, Florida Administrative Code.

PARTIES

4. The Agency is the regulatory authority responsible for the licensure of skilled nursing facilities and the enforcement of all applicable federal and state statutes, regulations and rules governing skilled nursing facilities pursuant to Chapter 400, Part II, Florida Statutes (2014) and Chapter 59A-4, Florida Administrative Code. The Agency is authorized to deny, suspend, or revoke a license, and impose administrative fines pursuant to Sections 400.121 and 400.23, Florida Statutes (2014); assign a conditional license pursuant to Section 400.23(2), Florida Statutes (2014); and assess costs related to the investigation and prosecution of this case pursuant to Section 400.121, Florida Statutes (2014).
5. Respondent operates a 120-bed nursing home, located at 2826 Cleveland Avenue, Fort Myers, Florida 33901, and is licensed as a skilled nursing facility, license number 1290096. Respondent was at all times material hereto, a licensed skilled nursing facility under the licensing authority of the Agency, and was required to comply with all applicable state rules, regulations and statutes.

COUNT I

The Respondent Failed To Ensure The Residents Right To Be Treated With Dignity In Violation Of Section 400.022(1)(n), Florida Statutes (2014)

6. The Agency re-alleges and incorporates by reference paragraphs one (1) through five (5).
7. Pursuant to Florida law, all licensees of nursing home facilities shall adopt and make public a statement of the rights and responsibilities of the residents of such facilities and shall treat such residents in accordance with the provisions of that statement. The statement shall assure each resident the following: the right to be treated courteously, fairly, and with the fullest measure of

dignity and to receive a written statement and an oral explanation of the services provided by the licensee, including those required to be offered on an as-needed basis. Section 400.022(1)(n), Florida Statutes (2014).

8. On or about February 9, 2015 through February 13, 2015, the Agency conducted a Licensure Survey in conjunction with a Complaint Survey (CCR# 2015001035) of the Respondent's facility.
9. Based on interviews and record reviews, the Respondent failed to treat 3 of 25 sampled residents, specifically Resident #43, Resident #83 and Resident #33, with respect and dignity. The Administrator failed to respect Resident #43's right to voice grievances causing the resident to become tearful, feel small, and intimidated. This failure contributed to psychological harm causing a decline in Resident #43's self-worth and self-esteem while living in the facility. Resident #83 feared retaliation and being yelled at by the Administrator as a result of voicing concerns of disrespect by staff. The facility failed to resolve Resident #33's ongoing concerns related to 7 months of grievances voiced by residents during resident council meetings related to staff disrespect.
10. On 2/10/15 at 9: 56 a.m., Resident #43 said he/she was not treated with respect and dignity. Resident #43 stated, "staff move things around my room, leave the door open when the sign on the outside of the door says keep door shut."
11. On 2/13/15 at 8:30 a.m., Resident #43 voiced the same concerns about staff leaving the door open despite the sign requesting to keep the door closed. Resident #43 didn't file a grievance because of a talk with the Administrator before about other concerns and stated, "The Administrator never does anything."
12. On the same date at 9:00 a.m., the Administrator confirmed Resident #43 had not voiced any concerns related to the above mentioned issues.
13. On 2/13/15 at 2:15 p.m., an observation showed Resident #43 tearful. Resident #43 said the

Administrator came to the resident's room, and asked how and why Resident #43 reported concerns. Resident #43 said the Administrator made him/her feel small. Resident #43 stated, "I feel so intimidated by the Administrator and that is why I don't like to go to her with a grievance."

14. A review of the record failed to show documentation related to Resident #43's concerns.

15. On 2/10/15 at 9:03 a.m., Resident #83 said staff including the Administrator often does not treat the resident with respect and dignity. Resident #83 stated, "the Administrator yells at you like you are 2 years old." The resident stated, "the Administrator can yell at us, but if we yell back she retaliates. The Administrator says she doesn't want to hear it." The resident said the disrespect took place during a meeting on 1/15/15 that addressed relocating the smoking area and respecting each other.

16. On 2/11/15 at 2:00 p.m., the Administrator stated "I was never yelling at the resident (#83). I only spoke to the resident one time and never yelled." The Administrator said she had not documented the conversation she had with Resident #83.

17. A record review confirmed the Administrator failed to document Resident #83's concerns.

18. During an interview on 2/11/15 at 3:00 p.m., the Resident Council President, (Resident #33) said the Certified Nursing Assistants are rude and treat the residents like they owe them something. Resident #33 said residents in the facility feel like the average CNA doesn't care about the residents. The RCP stated, "Nice nurses have gotten fired when they try to defend the residents. The staff does not answer call lights, they come in the resident rooms, turn off the call light and say 'I'm not your aide, I'll send you your aide' and the aide never shows up. It has gotten to feel like a prison."

19. A review of the resident council minutes dated 8/6/14 and 9/4/14 under old business documented, "Staff speaking Creole in resident's areas." There was no documentation from administrative staff the concern was addressed on either date.

20. A review of resident council minutes dated 10/1/14 in the section titled: "Identified

Concerns: (a) Staff continues to speak Creole in resident areas getting worse (b) Staff speaking harsh to residents (c) Staff shutting call lights off leave and don't return (d) Staff starting to use cell phones in resident areas again (e) CNA refusing to go to kitchen at dinner service for residents."

21. A review of resident council minutes dated 11/5/14 under old and new business documented the following concerns: "(a) Use of cell phones continues with staff (b) Call lights not being answered timely (c) Staff continues to speak Creole (d) CNA's sitting and not helping during dinner (e) Staff being unprofessional."

22. A review of resident council minutes dated 12/3/14 under old and new business documented the following: "(a) Cell phone use of staff (b) Staff refusing to go to kitchen for residents (c) Staff acting unprofessional (d) Staff speaking Creole in resident areas."

23. A review of resident council minutes dated 1/7/15 under old and new business documented the following: "(a) Staff using cell phones in resident areas (b) Creole speaking continues with nurses and CNA (c) Staff not respecting resident's privacy."

24. A review of resident council minutes dated 2/4/15 under old and new business documented the following: "(a) Staff continues to use cell phones in resident areas (b) Staff continues to speak Creole in resident areas (c) Staff refusing to address resident needs saying I'm not your aide."

25. The Respondent failed to resolve ongoing concerns voiced by residents during resident council meetings.

26. The Agency determined that these deficient practices compromised the residents' ability to maintain or reach his or her highest practicable physical, mental, and psychosocial well-being, as defined by an accurate and comprehensive resident assessment, plan of care, and provision of services. The Agency cited Respondent for a Class II deficiency as set forth in Section 400.23(8)(b), Florida Statutes (2014).

27. A Class II deficiency is subject to a civil penalty of \$2,500 for an isolated deficiency, \$5,000 for a patterned deficiency, and \$7,500 for a widespread deficiency. The fine amount shall be

doubled for each deficiency if the facility was previously cited for one or more Class I or Class II deficiencies during the last licensure inspection or any inspection or complaint investigation since the last licensure inspection. A fine shall be levied notwithstanding the correction of the deficiency.

28. Based upon the above findings, the Respondent's actions, inactions or conduct constituted an isolated Class II deficiency pursuant to Section 400.23(8)(b), Florida Statutes (2014).

WHEREFORE, the Agency intends to impose an administrative fine in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) against the Respondent pursuant to Sections 400.23(8)(b), and 400.102, Florida Statutes (2014).

COUNT II

The Respondent Failed To Periodically Review And Revise The Comprehensive Care Plan For Changes In Care And Treatment According To The Needs Of The Resident And To Assure The Continued Accuracy Of The Assessment As The Needs For The Residents Changed in Violation Of Rule 59A-4.106(4), Florida Administrative Code

29. The Agency re-alleges and incorporates by reference paragraphs one (1) through five (5).

30. Pursuant to Florida law, each facility shall maintain policies and procedures in the following areas: (a) Activities; (b) Advance directives; (c) Consultant services; (d) Death of residents in the facility; (e) Dental services; (f) Staff education, including hiv/aids Training; (g) Diagnostic services; (h) Dietary services; (i) Disaster preparedness; (j) Fire prevention and control; (k) Housekeeping; (l) Infection control; (m) Laundry service; (n) Loss of power, water, air conditioning or heating; (o) Medical director/consultant services; (p) Medical records; (q) Mental health; (r) Nursing services; (s) Pastoral services; (t) Pharmacy services; (u) Podiatry services; (v) Resident care planning; (w) Resident identification; (x) Resident's rights; (y) Safety awareness; (z) Social services; (aa) Specialized rehabilitative and restorative services; (bb) Volunteer services; and (cc) The reporting of accidents or unusual incidents involving any resident, staff member, volunteer or visitor. This policy shall include reporting within the facility and to the AHCA. Rule 59A-4.106(4), Florida Administrative Code.

31. On or about February 10, 2015 through February 13, 2015, the Agency conducted a

Complaint Survey (CCR# 2015001035) of the Respondent's facility.

32. Based on record reviews, observations, and interviews, the Respondent failed to have a procedure in place to assess whether residents using motorized wheelchairs are safe when maneuvering out in the community near busy highways and intersections. This failure affected 2 of 3 sampled residents, specifically Resident #94 and Resident #43, reviewed for accidents. As a result of this failure, Resident #94 sustained multiple rib, leg and arm fractures and placed Resident #43, and other residents using motorized wheelchairs out in the community at risk of injury.
33. A record review showed Resident #94 was initially admitted to the facility on 9/24/12 with diagnoses including, hemiplegia (paralysis on one side of the body) due to a cerebral vascular accident (stroke), muscle weakness, muscle spasms, alcohol dependence and (history of) drunkenness.
34. A review of the care management summary dated 1/2/14 showed Resident #94 fell secondary to alcohol consumption. The form noted Resident #94 remains non-compliant with care and safety, continues to sign out late evenings, and refuses any safety recommendations. The form notes "no changes" to interventions related to the care plan.
35. Nurse's notes dated 6/26/14 showed Resident #94 was educated against having alcohol on the facility property as empty beer cans were found in the resident's room. The notes indicated staff reported this occurs often and the resident had been educated before. There were no other interventions noted by the nurses other than "education."
36. A review of the document titled, "Resident Education Record" dated 7/8/13 noted the resident was educated by the Administrator on having alcohol on facility property and behaviors that may affect the safety of self and others. There were no details documenting related to how safety was affected.
37. On 8/14/14 at 3:00 p.m., nursing documented Resident #94 continues to sign self out and leave the property returning impaired.

38. A second education record dated 11/4/13 noted Resident #94 was educated by the Social Service Director (SSD) against having alcohol on the property and if found, would be issued a 30 day notice.
39. A third education record dated 12/28/14 showed Resident #94 was educated by the Administrator related to returning to the facility impaired, with inappropriate behavior toward staff and residents and using the crosswalk on the roadway. The Administrator documented, "Risk vs. Benefit" however, did not specify what she educated Resident #94 regarding the identified concerns.
40. The record confirmed Resident #94 would leave the facility in a motorized wheelchair.
41. A review of the most recent Minimum Data Set assessment with a reference date of 12/10/14 noted the resident with a BIMS (Brief Interview for Mental Status) of "15." (The BIMS is an evaluation of a resident's cognitive function. The score ranges from 00-15, the higher the score, the higher the level of cognitive functioning of the resident. The assessment noted Resident #94 was unable to walk, required limited assistance of one person for transfers, and required supervision (cueing, oversight or encouragement) for wheelchair mobility on and off the nursing unit (inside the facility). The resident's balance was impaired and the resident cannot stabilize without staff assistance. Resident #94 has impaired range of motion on one side of the body. No behaviors were identified on this assessment.
42. A review of the comprehensive care plans updated on 9/18/14 included Resident #94's impaired/inappropriate behaviors of alleged drinking of alcohol when on leave, failure to follow policies on signing out when leaving the facility, potential for injury related to poor safety awareness and frequent falls when intoxicated, gait and balance problems, and crossing roadway unassisted. The care plans showed the resident with impaired range of motion, impaired balance, and inability to ambulate.
43. Interventions to the identified problems included "educated on risks vs. benefits of drinking

alcohol" and "educated on policy of signing out when leaving property."

44. The care plans did not identify specific, resident-centered approaches on how the facility would assist Resident #94 with accident prevention related to impaired balance, impaired safety awareness, history of intoxication and crossing a busy roadway unassisted while in a motorized wheelchair.

45. On 12/30/14, an Occupational Therapy evaluation was conducted for Resident #94. A review of the evaluation showed the resident was referred to therapy due to Resident #94's complaints of decreased motion to left upper extremities. The therapist documented fall precautions for the resident. Therapy notes showed the resident was assessed for safety regarding navigation in the facility. The notes do not reflect the therapist evaluated Resident #94's ability to motorize safely while out in the community.

46. On 1/07/15, Resident #94 was discharged from therapy. Documentation indicated the resident was safe maneuvering a motorized wheelchair while in the facility. The resident's ability to safely maneuver in the community, to include roadway crosswalks and intersections was not assessed.

47. A review of the facility's accident report showed Resident #94 was hit and struck by a car at 6:45 p.m. on 1/12/15 while on the motorized wheelchair. The resident was attempting to cross the middle of a busy roadway. Emergency Medical Services transported the resident to the hospital.

48. An observation on 2/9/15 at 9:00 a.m. showed the skilled nursing facility was located on a busy 6 lane highway. There was no stop light or marked crossing in front of the facility.

49. Resident #94 was readmitted back to the facility from the hospital on 1/18/15 with multiple rib, leg and arm fractures as a result of the accident.

50. A review of the Occupational Therapy evaluation dated 1/31/15 showed Resident #94 with a decline in functional ability related to the fractures which included impaired Activities of Daily Living performance, impaired cognitive skills, impaired strength and pain. The therapist

documented the resident was previously residing in the facility without chronic pain and is now at a maximal to dependent level on staff for Activities of Daily Living and functional mobility.

51. During an interview on 2/12/15 at 12:45 p.m., Resident #94 stated, "I like going into the community. When I got hit, I was crossing in middle of the street." Resident #94 said he/she had not received any instruction or evaluation for safely crossing the streets on a motorized wheelchair.
52. During an interview on 2/12/15 at 1:30 p.m., the Physical Therapy Director stated, "We do not take the residents into the community for a risk assessment." The Physical Therapy Director explained there was not a community safety awareness program at the facility.
53. During an interview on 2/13/15 at 11:15 a.m., the physician stated, "The resident (Resident #94) is reckless and in light of the accident, additional assessments should be done. Resident #94 has not been assessed as incapacitated. We can always improve."
54. During an interview on 2/13/15 at 11:00 a.m., the Administrator said Resident #94 would leave the facility at least once a week and go into the community. The Administrator admitted there was no policy or program to assess a resident's risk when going into the community with motorized wheelchairs.
55. During an interview on 2/13/15 at 2:00 p.m., Resident #43 said he/she goes out into the community utilizing a motorized wheelchair. Resident #43 confirmed he/she never received instructions from the facility regarding community safety. Resident #43 acknowledged not crossing the street but also goes to the traffic light to cross. Resident #43 purchased flash lights for the front of the wheelchair to go out at night. Resident #43 also put red flashers on the back of the wheel chair. Resident #43 said the facility did not provide these items for safety, the resident did.
56. The Agency determined that these deficient practices compromised the residents' ability to maintain or reach his or her highest practicable physical, mental, and psychosocial well-being, as defined by an accurate and comprehensive resident assessment, plan of care, and provision of services. The Agency cited Respondent for a Class II deficiency as set forth in Section

400.23(8)(b), Florida Statutes (2014).

57. A Class II deficiency is subject to a civil penalty of \$2,500 for an isolated deficiency, \$5,000 for a patterned deficiency, and \$7,500 for a widespread deficiency. The fine amount shall be doubled for each deficiency if the facility was previously cited for one or more Class I or Class II deficiencies during the last licensure inspection or any inspection or complaint investigation since the last licensure inspection. A fine shall be levied notwithstanding the correction of the deficiency.

58. Based upon the above findings, the Respondent's actions, inactions or conduct constituted an isolated Class II deficiency pursuant to Section 400.23(8)(b), Florida Statutes (2014).

WHEREFORE, the Agency intends to impose an administrative fine in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) against the Respondent pursuant to Sections 400.23(8)(b), and 400.102, Florida Statutes (2014).

COUNT III
Assignment Of Conditional Licensure Status Pursuant To Section 400.23(7)(b), Florida Statutes (2014)

59. The Agency re-alleges and incorporates by reference the allegations in Count I and Count II.

60. The Agency is authorized to assign a conditional license status to skilled nursing facilities pursuant to Section 400.23(7), Florida Statutes (2014).

61. Due to the presence of two Class II deficiencies that was not corrected within the time established by the Agency, the Respondent was not in substantial compliance at the time of the survey with criteria established under Chapter 400, Part II, Florida Statutes (2014), and the rules adopted by the Agency.

62. The Agency assigned the Respondent conditional licensure status with an action effective date of February 13, 2015. The original certificate for the conditional license is attached as Exhibit A and is incorporated by reference.

63. The Agency assigned the Respondent standard licensure status with an action effective date of March 13, 2015. The original certificate for the standard license is attached as Exhibit B and is

incorporated by reference.

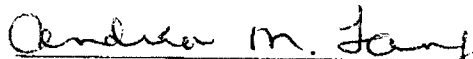
WHEREFORE, the Petitioner, State of Florida, Agency for Health Care Administration, respectfully requests the Court to enter a final order granting the Respondent conditional licensure status beginning February 13, 2015, and ending on March 13, 2015, pursuant to Section 400.23(7)(b), Florida Statutes (2014).

CLAIM FOR RELIEF

WHEREFORE, the Petitioner, State of Florida, Agency for Health Care Administration, respectfully requests the Court to enter a final order granting the following relief against the Respondent as follows:

1. Make findings of fact and conclusions of law in favor of the Agency.
2. Impose an administrative fine against the Respondent in the amount of FIVE THOUSAND DOLLARS (\$5,000.00).
3. Assign conditional licensure status to the Respondent for the period beginning on February 13, 2015, and ending on March 13, 2015.
4. Assess costs related to the investigation and prosecution of this case.
5. Enter any other relief that this Court deems just and appropriate.

Respectfully submitted this 23rd day of October, 2015.


Andrea M. Lang, Assistant General Counsel
Florida Bar No. 0364568
Agency for Health Care Administration
Office of the General Counsel
2295 Victoria Avenue, Room 346C
Fort Myers, Florida 33901
(239) 335-1253

NOTICE

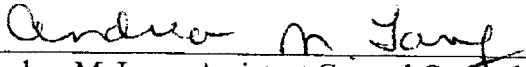
RESPONDENT IS NOTIFIED THAT IT/HE/SHE HAS A RIGHT TO REQUEST AN ADMINISTRATIVE HEARING PURSUANT TO SECTIONS 120.569 AND 120.57, FLORIDA STATUTES. THE RESPONDENT IS FURTHER NOTIFIED THAT IT/HE/SHE HAS THE RIGHT TO RETAIN AND BE REPRESENTED BY AN ATTORNEY IN THIS MATTER. SPECIFIC OPTIONS FOR ADMINISTRATIVE ACTION ARE SET OUT IN THE ATTACHED ELECTION OF RIGHTS.

ALL REQUESTS FOR HEARING SHALL BE MADE AND DELIVERED TO THE ATTENTION OF: *THE AGENCY CLERK, AGENCY FOR HEALTH CARE ADMINISTRATION, 2727 MAHAN DRIVE, BLDG #3, MS #3, TALLAHASSEE, FLORIDA 32308; TELEPHONE (850) 412-3630.*

THE RESPONDENT IS FURTHER NOTIFIED THAT IF A REQUEST FOR HEARING IS NOT RECEIVED BY THE AGENCY FOR HEALTH CARE ADMINISTRATION WITHIN TWENTY-ONE (21) DAYS OF THE RECEIPT OF THIS ADMINISTRATIVE COMPLAINT, A FINAL ORDER WILL BE ENTERED BY THE AGENCY.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Administrative Complaint and Election of Rights form were served to: Dawn Stanfield, Administrator, 2826 Cleveland Avenue Operations LLC d/b/a Heritage Park Rehabilitation and Healthcare, 2826 Cleveland Avenue, Fort Myers, Florida 33901, by United States Certified Mail, Return Receipt No. 7011 1570 0002 1700 9106 and to Corporation Service Company, Registered Agent, 2826 Cleveland Avenue Operations LLC d/b/a Heritage Park Rehabilitation and Healthcare, 1201 Hays Street, Tallahassee, Florida 32301-2525, by United States Certified Mail, Return Receipt No. 7011 1570 0002 1700 9113 on this 25th day of October, 2015.


Andrea M. Lang, Assistant General Counsel
Florida Bar No. 0364568
Agency for Health Care Administration
Office of the General Counsel
2295 Victoria Avenue, Room 346C
Fort Myers, Florida 33901
(239) 335-1253

Copies furnished to:

<p>Dawn Stanfield, Administrator 2826 Cleveland Avenue Operations LLC d/b/a Heritage Park Rehabilitation and Healthcare 2826 Cleveland Avenue Fort Myers, Florida 33901 (U.S. Certified Mail)</p>	<p>Andrea M. Lang, Assistant General Counsel Agency for Health Care Administration Office of the General Counsel 2295 Victoria Avenue, Room 346C Fort Myers, Florida 33901 (Interoffice Mail)</p>
<p>Corporation Service Company Registered Agent 2826 Cleveland Avenue Operations LLC d/b/a Heritage Park Rehabilitation and Healthcare 1201 Hays Street Tallahassee, Florida 32301-2525 (U.S. Certified Mail)</p>	<p>Bernard Hudson, Health Services and Facilities Consultant Supervisor Bureau of Long Term Care Services Long Term Care Unit Agency for Health Care Administration 2727 Mahan Drive Building #3, Room 1213B Tallahassee, Florida 32308 (Interoffice Mail)</p>
<p>Jon Seehawer Field Office Manager Agency for Health Care Administration 2295 Victoria Avenue, Room 340A Fort Myers, Florida 33901 (Electronic Mail)</p>	

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

Re: Heritage Park Rehabilitation and Healthcare Case Nos. 2015007630 and 2015007631

ELECTION OF RIGHTS

This Election of Rights form is attached to a proposed action by the Agency for Health Care Administration (AHCA). The title may be an **Administrative Complaint, Notice of Intent to Impose a Late Fee, or Notice of Intent to Impose a Late Fine.**

Your Election of Rights must be returned by mail or by fax within twenty-one (21) days of the date you receive the attached Administrative Complaint, Notice of Intent to Impose a Late Fee, or Notice of Intent to Impose a Late Fine.

If your Election of Rights with your elected Option is not received by AHCA within twenty-one (21) days from the date you received this notice of proposed action by AHCA, you will have given up your right to contest the Agency's proposed action and a Final Order will be issued.

Please use this form unless you, your attorney or your representative prefer to reply in accordance with Chapter 120, Florida Statutes (2015) and Rule 28, Florida Administrative Code.

PLEASE RETURN YOUR ELECTION OF RIGHTS TO THIS ADDRESS:

Agency for Health Care Administration
Attention: Agency Clerk
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308
Phone: 850-412-3630 Fax: 850-921-0158

PLEASE SELECT ONLY 1 OF THESE 3 OPTIONS

OPTION ONE (1) ____ **I admit the allegations of fact and law contained in the Notice of Intent to Impose a Late Fine or Fee, or Administrative Complaint and I waive my right to object and to have a hearing.** I understand that by giving up my right to a hearing, a Final Order will be issued that adopts the proposed agency action and imposes the penalty, fine or action.

OPTION TWO (2) ____ **I admit the allegations of fact and law contained in the Notice of Intent to Impose a Late Fine or Fee, or Administrative Complaint, but I wish to be heard at an informal proceeding** (pursuant to Section 120.57(2), Florida Statutes) where I may submit testimony and written evidence to the Agency to show that the proposed administrative action is too severe or that the fine should be reduced.

OPTION THREE (3) ____ **I dispute the allegations of fact and law contained in the Notice of Intent to Impose a Late Fee, the Notice of Intent to Impose a Late Fine, or Administrative Complaint, and I request a formal hearing** (pursuant to Subsection 120.57(1), Florida Statutes) before an Administrative Law Judge appointed by the Division of Administrative Hearings.

PLEASE NOTE: Choosing OPTION THREE (3) by itself is NOT sufficient to obtain a formal hearing. You also must file a written petition in order to obtain a formal hearing before the Division of Administrative Hearings under Section 120.57(1), Florida Statutes. It must be received by the Agency Clerk at the address above within 21 days of your receipt of this proposed administrative action. The request for formal hearing must conform to the requirements of Rule 28-106.2015, Florida Administrative Code, which requires that it contain:

1. Your name, address, telephone number, and the name, address, and telephone number of your representative or lawyer, if any.
2. The file number of the proposed action.
3. A statement of when you received notice of the Agency's proposed action.
4. A statement of all disputed issues of material fact. If there are none, you must state that there are none.

Mediation under Section 120.573, Florida Statutes may be available in this matter if the Agency agrees.

License Type: _____ (Assisted Living Facility, Nursing Home, Medical Equipment, Other)

Licensee Name: _____ License Number: _____

Contact Person: _____
Name Title

Address: _____
Street and Number City State Zip Code

Telephone No. _____ Fax No. _____ E-Mail (optional) _____

I hereby certify that I am duly authorized to submit this Notice of Election of Rights to the Agency for Health Care Administration on behalf of the above licensee.

Signature: _____ Date: _____

Print Name: _____ Title: _____



RICK SCOTT
GOVERNOR

ELIZABETH DUDEK
SECRETARY

August 27, 2015

Dawn Stanfield, Administrator
Heritage Park Rehabilitation And Healthcare
2826 Cleveland Ave
Fort Myers, FL 33901

File Number: 83606
License Number: 1290096
Provider Type: Nursing Home

RE: 2826 Cleveland Ave, Fort Myers

Dear Ms. Stanfield:

The enclosed Nursing Home license with license number 1290096 and certificate number 19577 is issued for the above provider effective February 13, 2015 through January 31, 2016. The license is being issued for: approval of the Status Change to Conditional during licensure period application.

Review your certificate thoroughly to ensure that all information is correct and consistent with your records. If errors are noted, please contact the Long Term Care Unit.

Please take a short customer satisfaction survey on our website at ahca.myflorida.com/survey/ to let us know how we can serve you better. Additional licensure information can be found at <http://ahca.myflorida.com/longtermcare>.

If we may be of further assistance, please contact me by phone at 850-412-4458 or by email at Flora.Austin@ahca.myflorida.com.

Sincerely,

Flora M. Austin

Health Services and Facilities Consultant
Long Term Care Unit
Agency for Health Care Administration
Division of Health Quality Assurance

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



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Exhibit A
Original Certificate of Conditional License
2826 Cleveland Avenue Operations LLC
d/b/a Heritage Park Rehabilitation and Healthcare
Certificate No. 19577
License No. SNF1290096

CERTIFICATE #: 19577

LICENSE #: SNF1290096

State of Florida
AGENCY FOR HEALTH CARE ADMINISTRATION
DIVISION OF HEALTH QUALITY ASSURANCE

NURSING HOME
CONDITIONAL

This is to confirm that 2826 CLEVELAND AVENUE OPERATIONS LLC has complied with the rules and regulations adopted by the State of Florida, Agency For Health Care Administration, authorized in Chapter 400, Part II, Florida Statutes, and as the licensee is authorized to operate the following:

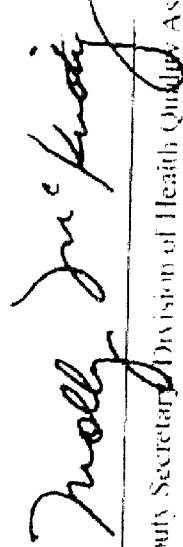
HERITAGE PARK REHABILITATION AND
HEALTHCARE
2826 Cleveland Ave
Fort Myers, FL 33901

TOTAL: 120 BEDS

STATUS CHANGE

EFFECTIVE DATE: 02/13/2015

EXPIRATION DATE: 01/31/2016


Deputy Secretary, Division of Health Quality Assurance



RICK SCOTT
GOVERNOR

ELIZABETH DUDEK
SECRETARY

August 27, 2015

Dawn Stanfield, Administrator
Heritage Park Rehabilitation And Healthcare
2826 Cleveland Ave
Fort Myers, FL 33901

File Number: 83606
License Number: 1290096
Provider Type: Nursing Home

RE: 2826 Cleveland Ave, Fort Myers

Dear Ms. Stanfield:

The enclosed Nursing Home license with license number 1290096 and certificate number 19578 is issued for the above provider effective March 13, 2015 through January 31, 2016. The license is being issued for: approval of the Status Change to Standard during licensure period application.

Review your certificate thoroughly to ensure that all information is correct and consistent with your records. If errors are noted, please contact the Long Term Care Unit.

Please take a short customer satisfaction survey on our website at ahca.myflorida.com/survey/ to let us know how we can serve you better. Additional licensure information can be found at <http://ahca.myflorida.com/longtermcare>.

If we may be of further assistance, please contact me by phone at 850-412-4458 or by email at Flora.Austin@ahca.myflorida.com.

Sincerely,

Flora M. Austin

Health Services and Facilities Consultant
Long Term Care Unit
Agency for Health Care Administration
Division of Health Quality Assurance

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



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[SlideShare.net/AHCAFlorida](https://www.slideshare.net/AHCAFlorida)

Exhibit B
Original Certificate of Standard License
2826 Cleveland Avenue Operations LLC
d/b/a Heritage Park Rehabilitation and Healthcare
Certificate No. 19578
License No. SNF1290096

CERTIFICATE #: 19578

LICENSE #: SNF1290096

State of Florida

AGENCY FOR HEALTH CARE ADMINISTRATION
DIVISION OF HEALTH QUALITY ASSURANCE

NURSING HOME STANDARD

This is to confirm that 2826 CLEVELAND AVENUE OPERATIONS LLC has complied with the rules and regulations adopted by the State of Florida. Agency For Health Care Administration, authorized in Chapter 400, Part II, Florida Statutes, and as the licensee is authorized to operate the following:

HERITAGE PARK REHABILITATION AND
HEALTHCARE
2826 Cleveland Ave
Fort Myers, FL 33901

TOTAL: 120 BEDS

STATUS CHANGE

EFFECTIVE DATE: 03/13/2015



STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,

AHCA CASE Nos.: 2015007630
2015007631

vs.

2826 CLEVELAND AVENUE OPERATIONS,
LLC d/b/a HERITAGE PARK REHABILITATION AND HEALTHCARE,

Respondent.

_____ /

SETTLEMENT AGREEMENT

Petitioner, State of Florida, Agency for Health Care Administration (hereinafter the "Agency"), through its undersigned representatives, and Respondent, 2826 Cleveland Avenue Operations, LLC d/b/a Heritage Park Rehabilitation and Healthcare (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 a nursing home licensed pursuant to Chapters 400, Part II, and 408, Part II, Florida Statutes, Section 20.42, Florida Statutes and Chapter 59A-4, Florida Administrative Code; and

WHEREAS, the Agency has jurisdiction by virtue of being the regulatory and licensing authority over Respondent, pursuant to Chapters 400, Part II, and 408, Part II, Florida Statutes; and

EXHIBIT 2

WHEREAS, the Agency served Respondent with an administrative complaint on or about October 29, 2015, notifying the Respondent of its intent to impose administrative fines in the amount of five thousand dollars (\$5,000.00), and the imposition of conditional licensure; 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 related to this state proceeding 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 five thousand dollars (\$5,000.00) in fines to the Agency within thirty (30) days of the entry of the Final Order and accepts imposition of conditional licensure commencing February 13, 2015 and ending March 13, 2015.

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 denies, 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, pursuant to the provisions of Chapters 400, Part II, 408, Part II, Florida Statutes, and Chapter 59A-4, Florida Administrative Code, including a "repeat" or "uncorrected" deficiency identified in the Survey. In said event, Respondent retains the right to challenge the factual allegations related to the deficient practices/ violations alleged in the instant cause.

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, 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 Survey. 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.

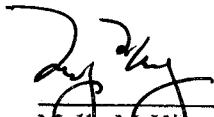
16. This Agreement contains and incorporates the entire understandings and agreements of the parties.

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.

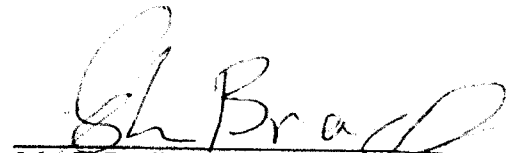
19. All parties agree that a facsimile signature suffices for an original signature.

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



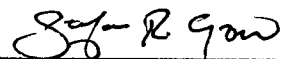
Molly McKinstry, Deputy Secretary
Health Quality Assurance
Agency for Health Care Administration
2727 Mahan Drive, Building #1
Tallahassee, Florida 32308

DATED: 2/26/19




John E. Bradley, Esquire
Associate Corporate Counsel
Consulate Health Care
Office of Corporate Legal Counsel
5102 West Laurel Street, Ste. 700
Tampa, FL 33607

DATED: 12/27/18



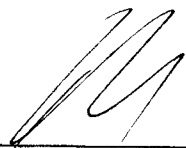
Stefan Gow, General Counsel
Office of the General Counsel
Agency for Health Care Administration
2727 Mahan Drive, MS #3
Tallahassee, Florida 32308
Florida Bar No. 93585

DATED: 2/22/19



Dawn E. Stanfield, Administrator
2826 Cleveland Avenue Operations, LLC d/b/a
Heritage Park Rehabilitation and Healthcare
2826 Cleveland Avenur
Fort Myers, FL 33901

DATED: Dec. 27, 2018



Thomas J. Walsh II, Senior Attorney
Office of the General Counsel
Agency for Health Care Administration
525 Mirror Lake Drive North, Suite 330G
St. Petersburg, Florida 33701
Florida Bar No. 566365

DATED: 1/2/19