

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

FILED
AHCA
AGENCY CLERK

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

2017 AUG -4 P 3:12

Petitioner,

AHCA NO. 2015009870
DOAH NO. 16-1158
LICENSE NO. 1205096

v.

RENDITION NO.: AHCA-17-0511-S-OLC

HEARTLAND OF KENDALL FL, LLC d/b/a
HEARTLAND HEALTH CARE CENTER – KENDALL,

Respondent.

FINAL ORDER

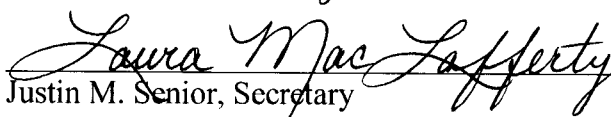
Having reviewed the Administrative Complaint, and all other matters of record, the Agency for Health Care Administration finds and concludes as follows:

1. The Agency issued the attached Administrative Complaint and Election of Rights form to the Respondent. (Ex. 1) The Administrative Complaint involves one (1) uncorrected class III. However, the heading on page 2 of the Administrative Complaint states that it was a class II. This is a typo and it is herein corrected to an uncorrected class III. 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 \$1,000.00, and a Conditional License is imposed beginning on 7/22/15 and ending on 8/22/15. 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

ORDERED at Tallahassee, Florida, on this 4th day of August, 2017.

ja

Justin M. Senior, 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 4th day of August, 2017.



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)
Lourdes A. Naranjo, Assistant General Counsel Office of the General Counsel Agency for Health Care Administration (Electronic Mail)	Jonathan S. Grout, Esquire Counsel for Respondent Goldsmith & Grout, P.A. P.O. Box 2011 Winter Park, Florida 32790-2011 (U.S. Mail)

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

**AGENCY FOR HEALTH CARE
ADMINISTRATION,**

Petitioner,

v.

**HEARTLAND OF KENDALL FL, LLC d/b/a
HEARTLAND HEALTH CARE CENTER –
KENDALL,**

Respondent.

**AHCA No.: 2015009870
Return Receipt Requested:
7002 2410 0001 4240 3404
7002 2410 0001 4240 3411**

ADMINISTRATIVE COMPLAINT

COMES NOW the Agency for Health Care Administration (“AHCA”), by and through the undersigned counsel, and files this Administrative Complaint against Heartland of Kendall FL, LLC d/b/a Heartland Health Care Center-Kendall (hereinafter “Heartland Health Care Center-Kendall”), pursuant to Chapter 400, Part II, and Section 120.60, Florida Statutes (2014), and alleges:

NATURE OF THE ACTIONS

1. This is an action to impose an administrative fine of \$1,000.00 pursuant to Section 400.23(8)(c), Florida Statutes (2014), for the protection of the public health, safety and welfare.
2. This is an action to impose a Conditional Licensure status to Heartland Health Care Center-Kendall, pursuant to Section 400.23(7)(b), Florida Statutes (2014).

EXHIBIT 1

JURISDICTION AND VENUE

3. This Court has jurisdiction pursuant to Sections 120.569 and 120.57, Florida Statutes (2014), and Chapter 28-106, Florida Administrative Code.

4. Venue lies pursuant to Rule 28-106.207, Florida Administrative Code.

PARTIES

5. AHCA is the regulatory authority responsible for licensure and enforcement of all applicable statutes and rules governing nursing homes, pursuant to Chapter 400, Part II, Florida Statutes, (2014), and Chapter 59A-4 Florida Administrative Code.

6. Heartland Health Care Center-Kendall is a 120-bed nursing home facility located at 9400 SW 137th Avenue, Kendall, Florida 33186. Heartland Health Care Center-Kendall, is licensed as a nursing home facility; Conditional license number SNF1205096; certificate number 19649, effective 07/22/2015, and back to Standard, certificate number 19682, effective date 8/22/2015 with an expiration date of 12/19/2015. Heartland Health Care Center-Kendall was at all times material hereto a licensed facility under the licensing authority of AHCA and was required to comply with all applicable rules and statutes.

COUNT I

**HEARTLAND HEALTH CARE CENTER-KENDALL FAILED TO REPORT AN
ADVERSE INCIDENT TO THE STATE AGENCY FOR A RESIDENT WHO
HAD FALLEN TWICE IN ONE MONTH FROM HER WHEELCHAIR**

**Section 400.147(7), Florida Statutes
(ADVERSE INCIDENT)**

CLASS II DEFICIENCY

7. AHCA re-alleges and incorporates paragraphs (1) through (6) as if fully set

forth herein.

8. During the complaint investigation conducted on 7/22/2015, and based on interview and record review, it was determined that the facility failed to report an adverse incident to the state agency for a resident who had fallen twice in one month from her wheel chair, in which the last fall resulted in the resident sustaining a hip fracture and required hospitalization and surgery for one (resident #3) out of 4 residents reviewed for falls.

9. An interview was conducted on 07/22/2015 at 6:14 pm with the Administrator revealed that the resident #3 had an incident on the 5th of June. A plan was place for a wedge cushion for the bed. On the 17th of June, she was in activities and she stood up quickly from her wheel chair and before the nurse got to her, she fell to her side. The nurse saw her but could not get to her on time. The Administrator revealed that the reason she did not report as an Adverse Incident was because resident #3 had all interventions in place, "there is nothing that we could have done to stop her from falling". Resident #3 had the intervention in place for falling, which was the wedge cushion for her bed.

10. An interview was conducted on 07/22/2015 at 6:58 pm with Nurse C, revealed that the wedge cushion was on the bed for the resident. Nurse C demonstrated the use of the wedge cushion for resident #3. Nurse C revealed that the interventions in place to prevent resident #3 from falling were to place the bed in the lowest position, and door open at all times so CNAs or Nurses can make rounds and check the resident. Nurse C revealed someone was present if the resident was in the dining area. Resident #3 cannot be alone in the dining area, every half hour the CNAs rotate.

11. An interview conducted on 07/22/2015 at 7:41 pm with the Director of Nursing (DON), revealed that she does not know why resident #3's psychiatric evaluation was the care plan's revised and intervention for "at risk for further falls". The DON revealed that the resident just came back on June 20th and that the resident came back with Seroquel and Ativan. Normally what is supposed to happen is that you have to close the care plan and initiate a new one. The DON revealed that the only revision she sees since the second fall was the psychiatric evaluation.

12. A review of resident #3's Medication Administration Record for the Month of June and July 2015 showed that the resident has been taking Seroquel and was ordered Ativan as needed since admission.

13. A review of resident #3's care plan showed at risk for further falls due to unsteady gait, history of falls, possible side effects of medication. The care planned showed that from the two times the resident fell the revision was made on 06/05/2015 for wedge cushion and on 06/20/2015 Psychiatric evaluation. The revision after the first fall on 06/05/2015 for the wedge cushion is a device on the resident's bed to prevent resident #3 from falling off the bed, but did not relate to the incident of resident #3 falling off the wheel chair. The revision after the second fall on 06/20/2015 for a Psychiatric evaluation did not show any other revision to prevent future falls or falls from resident #3's wheel chair after the Psychiatrist was consulted on 06/23/2015. The revision on the intervention made after the resident's first fall on 06/05/2015 did not reflect the resident falling off the wheel chair and/or the care plan did not show any other intervention that pertained to the resident falling off her wheel chair.

14. A review of resident #3's Psychiatric Consultation dated June 6, 2015 showed "The attending requested and assistance, still patient shows severe cognitive impairment as well as poor insight and judgement into his condition". The Plan and Recommendations showed as "I discharged the patient and Seroquel 12.5mg twice a day along with Ativan 0.5 mg. The patient is taking the lowest dose of psychotropic medication. I will monitor for the risk, benefits and side effects related to the medication. Efforts will be made to contact family when is necessary".

15. A review of resident #3's Psychiatric Consultation dated June 23, 2015 showed; "The attending requested for a psychiatric consultation to assess for psychosis use of Seroquel patient assistance for early stable does not seem to have acute emotional distress patient currently denies any sense of worthlessness or hopelessness or difficulty concentrating. The patient does have some mild to moderate cognitive impairment....The plan is that the "Patient will continue taking the Seroquel as prescribed, to the patient for symptoms of akathisia and dystonia The patient is taking the lowest dose of psychotropic medication. I will monitor for the risk, benefits and side effects related to the medication. Efforts will be made to contact family when is necessary". The psychiatric consultation did not show any relation to resident #3's medication and her falling.

16. A review of resident #3's nursing progress notes dated 06/05/2015 at 3:45 pm showed "Pt received in bed, alert but confused, V/S (vital signs) monitored and stable....no pain and distress noted, after therapy around 11:30 am patient was put in the dining room for lunch, and consumed all lunch with help of the CNA, then she repositioned in bed because noted sleeping in her wheelchair and put in bed, when CNA was making a round noted trying to get up from bed and repositioned again in wheelchair

and put in front of desk and pt fell...."The care plan was updated for a wedge cushion, which is a device for the bed, as per the interview with the nurse, there was no update in the care plan for the first fall regarding the resident getting up from the wheel chair.

17. A review of resident #3's nursing progress notes dated 06/17/2015 at 8:07 pm showed "Pt received in bed resting, awake and disoriented....Spoke to family member regarding request for PEG tube placement. MD notified at time of request at 7:45 pm resident #3 was in activities when she was observed standing. Pt has unsteady gait, loss balance and fell to floor on right side of body. Pt assisted back to w/c (wheel chair). Discomfort verbalized to knee and elbow. Small skin tear to right elbow noted....MD made aware, order to transfer to hospital" The family was made aware and was ok with transfer. The ambulance was called for transfer to the Hospital.

18. A review of resident #3's Nursing notes dated 6/17/2015 at 10: 40 pm showed "Pt left facility via stretcher accompanied by EMT (Emergency Medical Technician) at 2100 (9:00 pm). No distress noted. Belongings left in facility will notify MD (physician) to follow up".

19. A review of the Nurse progress note on 6/20/2015 at 7:11 pm showed resident #3 arrived from the hospital, awake and disoriented, accompanied by Emergency Medical Technician (EMT) on stretcher. Resident #3 was status post a right hip fracture. Resident #3 has a history of dementia, hypertension, "dyslipidemia.....No pain noted.....Some missing teeth". Resident #3's skin was warm to touch, bruising along bilateral upper extremities, a skin tear to right elbow, and both hands with swollen. Resident #3 had 2 surgical sites to right hip closed with 7 and 6 staples. No drainage

noted.....Pillow placed between legs. Bed in low position, call light in reach and will continue to monitor.

20. A review of the Hospital Discharge instructions dated 06/20/2015 showed that resident was being discharged to a Skilled Nursing Facility. The resident was admitted for Hip Fracture. Surgery/Procedures that were conducted open reduction internal fixation.

21. A review of the Hospital's History and Physical dated 06/18/2015 showed admitting diagnosis Hip Fracture. History of present illness showed that resident #3 had a history of dementia and arterial hypertension high cholesterol, which fell, fracturing the right hip. Resident #3 was admitted for orthopedic evaluation and treatment. The Assessment and Plan showed that resident #3 was medically cleared for orthopedic to do surgery and resident #3's home medication should be restarted".

22. A review of the Hospital's CT Abdomen and Pelvis without contrast dated 06/18/2105 showed: History Trauma. Impression is subject but not limited to, that showed "highly comminuted fracture involving the proximal left femur including the femoral neck...."

23. A review of the Hospital's Consultation Report showed that resident #3 is unable to provide a history, but had an opportunity to discuss the case a family member over the telephone. According to the family member, resident #3 was recently admitted to the Heartland Skilled Nursing Facility after an admission to the Hospital. Resident #3 reportedly was in her wheel chair and fell injuring her right hip in the process. Resident #3 was brought to the Emergency Room where radiographs demonstrated that the resident had a fracture. The Consultation report showed X-rays obtained in the emergency room

today demonstrated that the patient had an intertrochanteric fracture of the right hip with a fracture of the lesser trochanter with a fracture along medial spike. Assessment showed that the patient who is severely demented, but who is still mobilized and who takes steps with assistance, apparently had a fall earlier today and has sustained a fracture as described above. The Plan showed to take resident #3 to surgery for intramedullary fixation of fracture. The possible complications of the procedure among other include infection, wound healing problems, failure of fixation, requiring further surgery, neurovascular injuries, mal union, nonunion, and shortening of the extremity".

24. A review of Hospital's Discharge Summary showed Assessment and Plan the "patient underwent surgery....and tolerated procedure well...."

25. Based on the foregoing, Heartland Health Care Center-Kendall violated Section 400.147(7), Florida Statutes, herein classified as an uncorrected Class III deficiency pursuant to Section 400.23(8)(c), Florida Statutes, which carries, in this case, an assessed fine of \$1,000.00. This violation also gives rise to a conditional licensure status pursuant to Section 400.23(7)(b).

DISPLAY OF LICENSE

Pursuant to Section 408.804(2), Florida Statutes, Heartland Health Care Center-Kendall shall post the license in a prominent place that is in clear and unobstructed public view at or near the place where residents are being admitted to the facility.

The Conditional License is attached hereto as Exhibit "A".

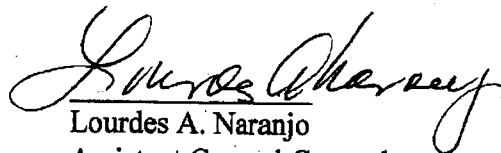
CLAIM FOR RELIEF

WHEREFORE, the Petitioner, State of Florida Agency for Health Care Administration requests the following relief:

- A. Make factual and legal findings in favor of the Agency on Count I.
- B. Assess an administrative fine of \$1,000.00 against Heartland Health Care Center-Kendall on Count I deficiency.
- C. Assess and assign a conditional license status to Heartland Health Care Center-Kendall in accordance with Section 400.23(7)(b), Florida Statutes.
- D. Grant such other relief as this Court deems is just and proper.

Respondent is notified that it has a right to request an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes (2014). Specific options for administrative action are set out in the attached Election of Rights and explained in the attached Explanation of Rights. All requests for hearing shall be made to the Agency for Health Care Administration, and delivered to the *Agency for Health Care Administration, Agency Clerk, 2727 Mahan Drive, Mail Stop #3, Tallahassee, Florida 32308, telephone (850) 412-3630.*

RESPONDENT IS FURTHER NOTIFIED THAT THE FAILURE TO RECEIVE A REQUEST FOR A HEARING WITHIN 21 DAYS OF RECEIPT OF THIS COMPLAINT WILL RESULT IN AN ADMISSION OF THE FACTS ALLEGED IN THE COMPLAINT AND THE ENTRY OF A FINAL ORDER BY THE AGENCY.



Lourdes A. Naranjo
Assistant General Counsel
Agency for Health Care
Administration
8333 NW 53rd Street, #300
Miami, Florida 33166

Copies furnished to:

Field Office Manager
Agency for Health Care Administration
8333 NW 53rd Street, Suite 300
Miami, Florida 33166
(Interoffice Mail)

EXHIBIT "A"

Conditional License

License No. SNF1205096 Certificate No. 19649

Effective date: 07/22/2015
Expiration date: 12/19/2015

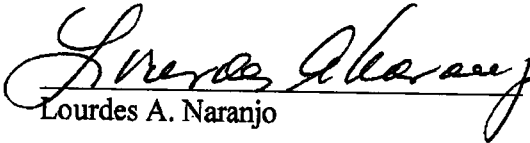
Standard License

Certificate 19682

Effective Date 8/22/2015
Expiration date: 12/19/2015

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished U.S. Certified Mail, Return Receipt Requested to Shelly Ann Lau, Administrator, Heartland Health Care Center-Kendall, 9400 SW 137th Avenue, Kendall, Florida 33186, and to Heartland of Kendal FL, LLC 333 N. Summit Street, Toledo, Ohio 43604, on Oct. 30th, 2015.


Lourdes A. Naranjo



RICK SCOTT
GOVERNOR

ELIZABETH DUDEK
SECRETARY

September 26, 2015

Shelly Ann Lau, Administrator
Heartland Health Care Center - Kendall
9400 SW 137th Avenue
Kendall, FL 33186

File Number: 111347
License Number: 1205096
Provider Type: Nursing Home

RE: 9400 SW 137th Avenue, Kendall

Dear Ms. Lau:

The enclosed Nursing Home license with license number 1205096 and certificate number 19649 is issued for the above provider effective July 22, 2015 through December 19, 2017. 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) 412-4422 or by email at Tracey.Weatherspoon@ahca.myflorida.com.

Sincerely,

Tracey Weatherspoon
Health Services and Facilities Consultant
Long Term Care Unit
Division of Health Quality Assurance

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



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CERTIFICATE #: 19649

LICENSE #: SNF1205096

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

NURSING HOME
CONDITIONAL

This is to confirm that HEARTLAND OF KENDALL FL, 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:

HEARTLAND HEALTH CARE CENTER
KENDALL
9400 SW 137TH AVENUE
KENDALL, FL 33186

TOTAL: 120 BEDS

STATUS CHANGE

EFFECTIVE DATE 07/22/2015

EXPIRATION DATE 12/31/2015

Molly J. J. J.

Deputy Secretary, Division of Health Quality Assurance



RICK SCOTT
GOVERNOR

ELIZABETH DUDEK
SECRETARY

October 15, 2015

Shelly Ann Lau, Administrator
Heartland Health Care Center - Kendall
9400 SW 137th Avenue
Kendall, FL 33186

File Number: 111347
License Number: 1205096
Provider Type: Nursing Home

RE: 9400 SW 137th Avenue, Kendall

Dear Ms. Lau:

The enclosed Nursing Home license with license number 1205096 and certificate number 19682 is issued for the above provider effective August 22, 2015 through December 19, 2015. 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) 412-4422 or by email at Tracey.Weatherspoon@ahca.myflorida.com.

Sincerely,

Tracey Weatherspoon
Health Services and Facilities Consultant
Long Term Care Unit
Division of Health Quality Assurance

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



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[Twitter.com/AHCA_FL](https://twitter.com/AHCA_FL)
[SlideShare.net/AHCAFlorida](https://www.slideshare.net/AHCAFlorida)

CERTIFICATE #: 19682

LICENSE #: SNF1205096

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

NURSING HOME
STANDARD

This is to confirm that HEARTLAND OF KENDALL FL, 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:

HEARTLAND HEALTH CARE CENTER -
KENDALL
9400 SW 137TH AVENUE
KENDALL, FL 33186

TOTAL: 120 BEDS

STATUS CHANGE

EFFECTIVE DATE 08/22/2015

EXPIRATION DATE 12/19/2015

Molly J. Murphy

Deputy Secretary, Division of Health Quality Assurance

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

RE: Heartland of Kendall FL, LLC d/b/a
Heartland Health Care Center-Kendall

AHCA No. 2015009870

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 **Notice of Intent to Impose a Late Fee, Notice of Intent to Impose a Late Fine or Administrative Complaint**.

Your Election of Rights must be returned by mail or by fax within 21 days of the day you receive the attached Administrative Complaint.

If your Election of Rights with your selected 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 according to Chapter 120, Florida Statutes (2008) 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 to the allegations of facts and law contained in the **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 to the allegations of facts contained in the **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 contained in the **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:

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

AHCA NO. 2015009870
DOAH 16-1158
License No.1205096

HEARTLAND OF KENDALL, FL, LLC
d/b/a HEARTLAND HEALTH CARE CENTER -
KENDALL,

Respondent.

SETTLEMENT AGREEMENT

Petitioner, State of Florida, Agency for Health Care Administration (hereinafter the "Agency" or "AHCA"), through its undersigned representatives, and Respondent, Heartland of Kendall, Fl, LLC d/b/a Heartland Health Care Center- Kendall (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 November 2, 2015, notifying the Respondent of its intent to impose administrative fines in the amount of one thousand dollars (\$1,000.00), and to impose conditional licensure status commencing July 22, 2015 and ending on August 22, 2015, and

WHEREAS, the parties have negotiated and agreed that the best interest of all the parties will be served by a settlement of this proceeding; and

NOW THEREFORE, in consideration of the mutual promises and recitals herein, the parties intending to be legally bound, agree as follows:

1. All recitals herein are true and correct and are expressly incorporated herein.
2. Both parties agree that the "whereas" clauses incorporated herein are binding findings of the parties.
3. Upon full execution of this Agreement, Respondent agrees to waive any and all appeals and proceedings to which it may be entitled including, but not limited to, an informal proceeding under Subsection 120.57(2), Florida Statutes, a formal proceeding under Subsection 120.57(1), Florida Statutes, appeals under Section 120.68, Florida Statutes; and declaratory and all writs of relief in any court or quasi-court of competent jurisdiction; and agrees to waive compliance with the form of the Final Order (findings of fact and conclusions of law) to which it may be entitled, provided, however, that no agreement herein shall be deemed a waiver by either party of its right to judicial enforcement of this Agreement.
4. Upon full execution of this Agreement, Respondent agrees to pay one thousand dollars (\$1,000.00) in administrative fines to the Agency within thirty (30) days of the entry of the Final Order. Respondent also accepts the imposition of conditional licensure status commencing on July 22, 2015 and ending on August 22, 2015.

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 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 survey 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 survey 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.

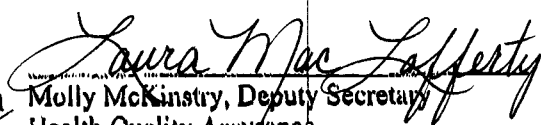
16. This Agreement contains and incorporates the entire understandings and agreements of the parties.

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

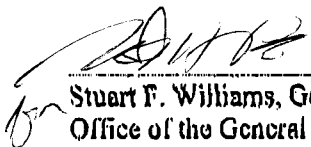
18. This Agreement may not be amended except in writing. Any attempted assignment of this Agreement shall be void.

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

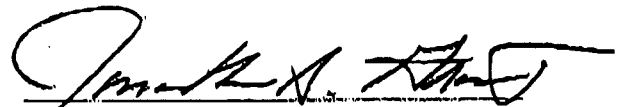
The following representatives hereby acknowledge that they are duly authorized to enter into this Agreement.

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


DATED: 8/4/17


Stuart F. Williams, General Counsel
Office of the General Counsel
Agency for Health Care Administration
2727 Mahan Drive, MS #3
Tallahassee, Florida 32308
Florida Bar No. 670731

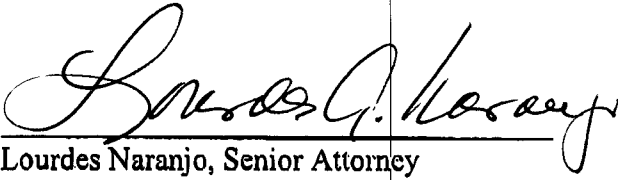
DATED: 8/3/17


Jonathan S. Grout, Esq.
Counsel for Respondent
Goldsmith & Grout, P.A.
P.O. Box 2011
Winter Park, FL, 32790-2011
Florida Bar No. 296066

DATED: 7-20-17


Name: Barbara J. Arnes
Title: Administrator
Heartland Health Care Center - Kendall

DATED: 7/17/17



Lourdes Naranjo, 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. 997315

DATED: July 20, 2017