

FILED
AHCA
AGENCY CLERK

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

2017 MAR -3 A 8: 29

NEW HOME SENIOR CARE, INC.,

Petitioner,

DOAH No. 16-2899

v.

AHCA No. 2015012697

License No. 9719

File No. 11965261

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Provider Type: Assisted Living Facility

Respondent.

RENDITION NO.: AHCA-17-0189-S-0LC

FINAL ORDER

Having reviewed the Notice of Intent to Deny and Amended Notice of Intent to Deny for Renewal and all other matters of record, the Agency for Health Care Administration finds and concludes as follows:

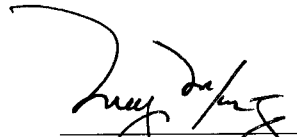
1. The Agency issued the attached Notice of Intent to Deny and Amended Notice of Intent to Deny for Renewal and Election of Rights form to the Provider. (Ex. 1) In addition, the Agency was prepared to issue an Administrative Complaint to the Provider. The parties have now entered into the attached Settlement Agreement, which is adopted and incorporated by reference into this Final Order. (Ex. 2)

2. The Notice of Intent to Deny and Amended Notice of Intent to Deny for Renewal are withdrawn per the terms of the Settlement Agreement. Should the Provider fail to comply with the terms of the Settlement Agreement, the remedy set forth in the Settlement Agreement shall be enforced by the Agency.

3. The Provider shall pay the Agency \$2,500.00. 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

ORDERED at Tallahassee, Florida, on this 2 day of March, 2017.



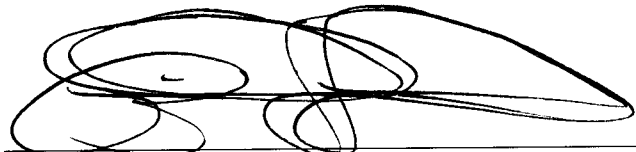
Justin M. Senior, Secretary
Agency for Health Care Administration

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 3rd day of March, 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)
Laura Manville, Unit Manager Licensure Unit Agency for Health Care Administration (Electronic Mail)	Arlene Mayo-Davis, Field Office Manager Local Field Office Agency for Health Care Administration (Electronic Mail)

Lourdes Naranjo, Assistant General Counsel Office of the General Counsel Agency for Health Care Administration (Electronic Mail)	Tania Valdes, Administrator New Home Senior Care, Inc. 73 East 4 Street Hialeah, Florida 33013 (U.S. Mail)
Division of Administrative Hearings (Electronic Filing)	Daniel L. Leyton, Esq. Kravitz, Talamon, & Leyton Attorney at Law for Provider 7600 W. 20 th Avenue, Suite 213 Hialeah, Florida 33016 (U.S. Mail)



December 10, 2015

Tania Valdes, Administrator
New Home Senior Care, Inc.
73 East 47 Street
Hialeah, FL 33013

Certified Article Number
9424 7266 9904 2006 7848 42
SENDERS RECORD

Dec-14

RICK SCOTT
GOVERNOR

ELIZABETH DUDEK
SECRETARY

CERTIFIED

File Number: 11965261
License Number: 9719
Provider Type: Assisted Living Facility

RE: Complaint Number 2015012697 73 East 47 Street, Hialeah

RECEIVED
FACILITY INTAKE UNIT

DEC 11 2015

Agency for Health
Administration

Notice of Intent to Deny for renewal

Dear Ms. Valdes,

It is the decision of this Agency that New Home Senior Care, Inc. renewal application for (an/the) assisted living facility license be DENIED.

The Specific Basis for this determination is: The applicant failed to meet minimum licensure requirements pursuant to Section 408.810 Florida Statutes (F.S.) and Section 429.14(1)(h)(j)(k) F.S.

A biennial survey was conducted on July 30, 2015 for New Home Senior Care and two class III deficiencies were cited. The deficiencies were in the areas of Resident Care and failure to provide services to Adult Day Care services residents in the Assisted Living Facility.

A follow up visit was conducted on October 9, 2015 and revealed four deficiencies including one uncorrected class III, two new class III deficiencies, and one new unclassified deficiency. The uncorrected class III was in the area of in the area of Resident Care and the new deficiencies included two class III deficiencies in the area of Staffing Standards and Records and one unclassified in the area of exceeding capacity.

A second follow up visit was conducted on November 24, 2015 concluding on December 3, 2015 and two deficiencies were cited including two uncorrected class III deficiencies. The deficiencies were in the areas of Resident Care and Records.

Therefore, pursuant to Section 408.810 F.S. and Section 429.14(J)(K) F.S. your renewal application has been denied.

EXPLANATION OF RIGHTS

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

EXHIBIT 1

2727 Mahan Drive • MS#30
Tallahassee, FL 32308
AHCA.MyFlorida.com

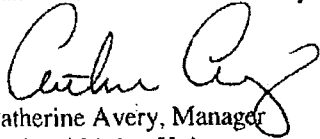


Facebook.com/AHCAFlorida
Youtube.com/AHCAFlorida
Twitter.com/AHCA_FL
SlideShare.net/AHCAFlorida

New Home Senior Care, Inc.
December 10, 2015
Page #2

SEE ATTACHED ELECTION AND EXPLANATION OF RIGHTS FORMS.

If you have any questions or need further assistance, please call Keanna Green at (850) 412-4419 or e-mail at Keanna.Green@ahca.myflorida.com.



Catherine Avery, Manager
Assisted Living Unit
Agency for Health Care Administration

cc: Legal Intake Unit, MS# 3

New Home Senior Care, Inc.
December 10, 2015

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

RE: New Home Senior Care, Inc.

Case Number: 2015012697

ELECTION OF RIGHTS

This Election of Rights form is attached to a proposed Notice of Intent to Deem Incomplete and Withdraw from Further Review of the Agency for Health Care Administration (AHCA). The title may be **Notice of Intent to Deem Incomplete and Withdraw from Further Review** or some other notice of intended action by AHCA.

An Election of Rights must be returned by mail or by fax within 21 days of the day you receive the attached Notice of Intent to Deem Incomplete and Withdraw from Further Review or any other proposed action by AHCA.

If an **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, you will have given up your right to contest the Agency's proposed action and a final order will be issued.

(Please reply using this **Election of Rights** form unless you, your attorney or your representative prefer to reply according to Chapter 120, Florida Statutes (2006) and Rule 28, Florida Administrative Code.)

Please return your **ELECTION OF RIGHTS** to:

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 Notice of Intent to Deem Incomplete and Withdraw from Further Review, or other notice of intended action by AHCA and I waive my right to object and 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 proposed penalty, fine or action.

OPTION TWO (2) ____ I admit to the allegations of facts contained in the Notice of Intent to Deem Incomplete and Withdraw from Further Review, or other proposed action by AHCA, 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 Notice of Intent to Deem Incomplete and Withdraw from Further Review or other proposed action by AHCA, and I request a formal hearing (pursuant to Section 120.57(1), Florida Statutes) before an Administrative Law Judge appointed by the Division of Administrative Hearings.



RICK SCOTT
GOVERNOR

ELIZABETH DUDEK
SECRETARY

October 7, 2016

CERTIFIED

Tania Valdes, Administrator
New Home Senior Care, Inc.
73 East 47 Street
Hialeah, FL 33013

File Number: 11965261
License Number: 9719
Provider Type: Assisted Living Facility

RE: Complaint Number 2015012697 73 East 47 Street, Hialeah

Amended Notice of Intent to Deny for renewal

Dear Ms. Valdes:

It is the decision of this Agency that New Home Senior Care, Inc. renewal application for (an/the) assisted living facility license be **DENIED**.

The Specific Basis for this determination is: The applicant failed to meet minimum licensure requirements pursuant to Section 408.810 Florida Statutes (F.S.) and Section 429.14(1)(h)(j)(k) F.S.

A biennial survey was conducted on July 30, 2015 for New Home Senior Care and two class III deficiencies were cited. The deficiencies were in the areas of Resident Care and failure to provide services to Adult Day Care services residents in the Assisted Living Facility.

A follow up visit was conducted on October 9, 2015 and revealed four deficiencies including one uncorrected class III, two new class III deficiencies, and one new unclassified deficiency. The uncorrected class III was in the area of in the area of Resident Care and the new deficiencies included two class III deficiencies in the area of Staffing Standards and Records and one unclassified in the area of exceeding capacity.

A second follow up visit was conducted on November 24, 2015 concluding on December 3, 2015 and two deficiencies were cited including two uncorrected class III deficiencies. The deficiencies were in the areas of Resident Care and Records.

A third follow up visit was conducted on August 9, 2016 and the facility was cited for one uncorrected class III and one new unclassified deficiency. The uncorrected class III deficiency was in the area of resident care and the unclassified deficiency was in the area of background screening.

A Limited Nursing Services and Limited Mental health monitoring survey was conducted on August 9, 2016 and five class III deficiencies were cited. The deficiencies were in the areas of: Admissions, Resident Care, Medication and LNS- Resident Care Standards.

Therefore, pursuant to Section 408.810 F.S. and Section 429.14(1)(k) F.S. your renewal application has been denied.

**COMPOSITE
EXHIBIT**

2727 Mahan Drive * M5 #30
Tallahassee, FL 32308
AHCA.MyFlorida.com



1

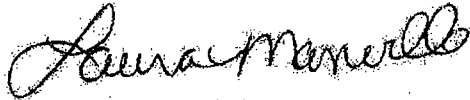
New Home Senior Care, Inc.
October 7, 2016
Page #2

EXPLANATION OF RIGHTS

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

SEE ATTACHED ELECTION AND EXPLANATION OF RIGHTS FORMS.

If you have any questions or need further assistance, please call Keanna Green at (850) 412-4419 or e-mail at Keanna.Green@ahca.myflorida.com.



Laura Manville, Manager
Assisted Living Unit
Agency for Health Care Administration

cc Legal Intake Unit, MS# 3

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

NEW HOME SENIOR CARE, INC.,

Petitioner,

DOAH No: 16-2899

vs.

AHCA No. 2015012697

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

License No. 9719

File No.11965261

Provider Type: Assisted Living Facility

Respondent.

SETTLEMENT AGREEMENT

The Respondent, State of Florida, Agency for Health Care Administration (“the Agency”), and the Petitioner, New Home Senior Care, Inc. (“Provider” or “New Home”), pursuant to Section 120.57(4), Florida Statutes, each individually a “party,” and collectively “parties,” enter into this Settlement Agreement (“Agreement”) and agree as follows:

WHEREAS, the Agency licenses and regulates assisted living facilities pursuant to Chapter 408, Part II, Chapter 429, Part I, Florida Statutes, and Chapter 58A-5, Florida Administrative Code; and

WHEREAS, the Provider operates an assisted living facility and submitted a license renewal application; and

WHEREAS, on or about December 10, 2015, the Agency issued the Provider a Notice of Intent to Deny its license renewal application (AHCA Case No. 2015012697); and

WHEREAS, the Agency conducted a survey of the Provider in August of 2016 and issued a statement of deficiencies to the Provider; and

WHEREAS, the Agency is prepared to issue an Administrative Complaint as a result of the above referenced survey; and

EXHIBIT 2

WHEREAS, on or about October 7, 2016, the Agency issued the Provider an Amended Notice of Intent to Deny its license renewal application; 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. The parties agree that the “whereas” clauses are incorporated into the Agreement and are binding findings of the parties.
3. Upon full execution of this Agreement, the Provider agrees to waive any and all appeals and proceedings to which they 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. Provider specifically waives the service of an Administrative Complaint for the relief stipulated to in this Agreement.
4. The parties further stipulate as follows:
 - A. The Provider shall pay the Agency two thousand five hundred dollars (\$2,500.00) for the background screening deficiency set forth in the August of 2016 survey and such payment shall be made within thirty (30) days of the entry of a Final Order adopting this Agreement.

B. The Provider shall surrender its Limited Nursing Services (LNS) license effective December 31, 2016. The Provider and Tania Valdes shall not apply for or hold, directly or indirectly, a LNS license or an Extended Congregate Care Services (ECC) license for a period of ten (10) years. Should they apply for or hold such a license during this period, the Agency may summarily deny such license application or revoke any facility license.

C. The Provider shall submit a plan of correction to the Agency for the uncorrected deficiencies identified during the August 2016 surveys within 30 days after the Final Order has been issued. The Agency shall issue a Conditional license to the Provider for period of ninety (90) day following the issuance of the Final Order.

a. During the conditional licensure period, the Provider must correct all of the deficiencies and no new deficiencies may be cited by the Agency.

b. If all of the deficiencies are not corrected or if new, material deficiencies are cited by the Agency during the conditional licensure period, the Provider shall surrender its license effective 60 days from the notification of the deficient practice.

c. Provider shall submit a discharge plan to the respective Licensure Unit and to the local Field Office no later than the close of 15 days from the date the Provider is notified of the deficient practice.

d. If a discharge plan is required pursuant to Paragraph 4(C)(c), then the safe and orderly discharge of the residents shall occur by no later than 45 days from the date the Provider submitted its discharge plan to the Agency.

e. If no deficient practice is found during the conditional licensure period, the Agency shall issue a standard license to the Provider.

D. The Provider shall hire a consultant approved by the Agency's local Field Office for a period of one (1) year from the date of the issuance of the standard license. The consultant shall prepare quarterly reports and submit them to the local Field Office on the last day of each quarter. The quarterly reports shall detail the steps taken by the facility to ensure that the facility is in compliance with the applicable statutes and rule. The quarterly reports shall include, at a minimum, review of staff records for completeness, verification of background screenings and qualifications of all staff, and documentation of on-going assessments of residents for appropriateness of placement and the facility's ability to meet the residents' needs. If the reports are insufficient, the Agency shall notify the Provider, which shall provide a revised report within 10 business days of the Agency's notification.

5. Venue for any action brought to interpret, challenge or enforce the terms of this Agreement shall lie solely within the state circuit court in Leon County, Florida.

6. By executing this Agreement, the Provider neither admits nor denies the allegations set forth in the Amended Notice of Intent to Deny, and the Agency asserts the validity of the allegations raised in the Amended Notice of Intent to Deny. No agreement made herein shall preclude the Agency from imposing a penalty against Provider for any deficiency/violation of statute or rule identified in a future survey of Provider, which constitutes an "uncorrected" deficiency from surveys identified in the administrative complaints. The parties agree that in such an "uncorrected" case, the deficiencies from the surveys identified in the administrative complaint shall be deemed found without further proof.

7. The Agreement does not preclude the Agency from using the deficiencies from the survey identified in the unissued Administrative Complaint in any decision regarding the licensure of Provider, including, but not limited to, licensure for limited mental health, limited nursing services, extended congregate care, or 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, the Provider acknowledges and agrees that this Agreement shall not preclude or estop any other federal, state, or local agency or office from pursuing any cause of action or taking any action, even if based on or arising from, in whole or in part, the facts raised in the notice, administrative complaints and surveys referenced herein. This Agreement does not prohibit the Agency from taking action regarding the Provider'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 cases.

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. The Provider, for itself and for its related or resulting organizations, 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 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 Provider or related facilities.

12. This Agreement is binding upon all parties.

13. In the event that Provider 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. The Provider agrees that if any funds to be paid under this agreement to the Agency are not paid within the time set forth in the Final Order in this matter, the Agency may deduct the amounts assessed against Provider in the Final Order, or any portion thereof, owed by Provider to the Agency from any present or future funds owed to Provider by the Agency, and that the Agency shall hold a lien against present and future funds owed to Provider 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. This Agreement supersedes any prior oral or written agreements between the parties. This Agreement may not be amended except in writing. Any attempted assignment of this Agreement shall be void.

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

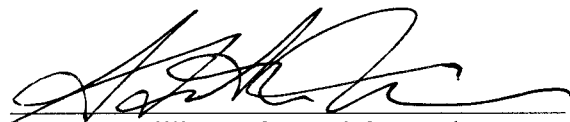
The following representatives hereby acknowledge that they are duly authorized to enter into this Agreement.


Molly McKinstry, Deputy Secretary
Health Quality Assurance
Agency for Health Care Administration
2727 Mahan Drive, MS # 3
Tallahassee, Florida 32308

DATED: 3/2/17

Daniel L. Leyton
Daniel L. Leyton, Esquire
Kravitz, Talamo, & Leyton
Attorney at Law for Provider
7600 W. 20th Avenue, Suite 213
Hialeah, Florida 33016

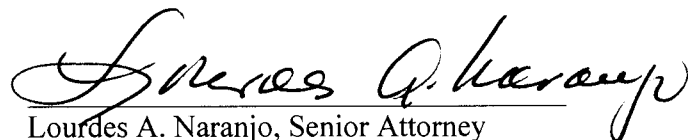
DATED: February 17, 2017


Stuart F. Williams, General Counsel
Office of the General Counsel
Agency for Health Care Administration
2727 Mahan Drive, MS # 3
Tallahassee, Florida 32308

DATED: 3/1/17

Tania Valdes
Tania Valdes
Administrator
New Home Senior Care, Inc.
73 East 47 Street
Hialeah, Florida 33013

DATED: February 17, 2017


Lourdes A. Naranjo, Senior Attorney
Office of the General Counsel
Agency for Health Care Administration
525 Mirror Lake Drive, Suite 330
St. Petersburg, Florida 33701

DATED: February 17, 2017