

STATE OF FLORIDA  
AGENCY FOR HEALTH CARE ADMINISTRATION

2020 NOV 17 A 9:31

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Petitioner,

AHCA Nos. 2016008295  
2020012273

v.

License No. 12400962

THE BRIDGES NURSING AND  
REHABILITATION, LLC d/b/a THE HOME  
ASSOCIATION,

File No. 62936

Respondent.

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THE BRIDGES NURSING AND  
REHABILITATION, LLC d/b/a THE HOME  
ASSOCIATION,

Petitioner,

AHCA No. 2017001824

v.

RENDITION NO.: AHCA-20-797-S-OLC

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Respondent.

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**FINAL ORDER**

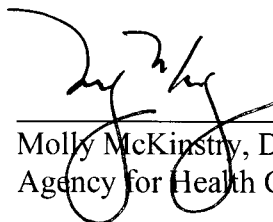
THIS CAUSE came on for consideration before the Agency for Health Care Administration (“the Agency”), which finds and concludes as follows:

1. The Agency served The Bridges Nursing and Rehabilitation, LLC d/b/a The Home Association (“The Home Association”) the attached Administrative Complaint (Ex. 1). Additionally, the Agency issued the attached Notice of Intent to Deny for Renewal Application (“NOI”) letter. (Ex. 2) to The Home Association. The Parties have since entered into the attached Settlement Agreement (Ex. 3), which is adopted and incorporated by reference.

2. The Home Association shall pay the Agency one million eight hundred and seventy thousand seven hundred ninety-eight dollars and forty-eight cents (\$1,870,798.48) in administrative fines and fees by making a payment on the effective date of the Home Association’s reorganization plan in the amount of one million dollars (\$1,000,000.00), and by thereafter making quarterly payments of ninety thousand dollars (\$90,000.00) until the Agency has received the sum total owed.

3. The Administrative Complaint seeking license revocation and the Notice of Intent to Deny the license renewal application are withdrawn in accordance with the terms of the Settlement Agreement.

**ORDERED** in Tallahassee, Florida, on this 13 day of November, 2020.



Molly McKinstry, Deputy Secretary  
Agency for Health Care Administration

**NOTICE OF RIGHT TO JUDICIAL REVIEW**

A party that is adversely affected by this Final Order is entitled to seek 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 HEREBY CERTIFY that a true and correct copy of this Final Order was served on the below-named persons by the method designated on this 17<sup>th</sup> day of November, 2020.



Richard J. Shoop, Agency Clerk  
Agency for Health Care Administration  
2727 Mahan Drive, Mail Stop 3  
Tallahassee, Florida 32308  
Telephone (850) 412-3630

Jan Mills Facilities Intake Unit Agency for Health Care Administration (Electronic Mail)	Central Intake Unit, Agency for Health Care Administration (Electronic Mail)
Bernard Hudson, Unit Manager Long Term Care Unit Agency for Health Care Administration (Electronic Mail)	Pat Cauffman, Field Office Manager Local Field Office- Region 05 and 06 Agency for Health Care Administration (Electronic Mail)

<p>Katrina Derico-Harris  Medicaid Accounts Receivable  Agency for Health Care Administration  (Electronic Mail)</p>	<p>Andrew Sheeran, Chief Litigation Counsel  Office of the General Counsel  Agency for Health Care Administration  (Electronic Mail)</p>
<p>Andrew Thornquest, Assistant General Counsel  Office of the General Counsel  Agency for Health Care Administration  (Electronic Mail)</p>	<p>Michelle Vaughn, President  Senior Care Group, Inc.  1240 Marbella Plaza Drive  Tampa, Florida 33619  (U.S. Mail)</p>
<p>Thomas M. Hoeler, Chief Facilities Counsel  Office of the General Counsel  Agency for Health Care Administration  (Electronic Mail)</p>	<p>Steven A. Grigas, Esq.  Akerman LLP  Counsel for The Home Association  steven.grigas@akerman.com  (Electronic Mail)</p>

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

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

THE BRIDGES NURSING AND,  
REHABILITATION, LLC d/b/a THE HOME,  
ASSOCIATION

**ACHA No.:** 2016008295

**License No.:** 12400962

**File No.:** 62936

**Provider Type:** Nursing Home

Respondent.

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**ADMINISTRATIVE COMPLAINT**

**COMES NOW** the Agency for Health Care Administration (hereinafter "Agency"), by and through the undersigned counsel, and files this Administrative Complaint against The Bridges Nursing and Rehabilitation, LLC d/b/a The Home Association (hereinafter "Respondent"), pursuant to §§120.569 and 120.57 Florida Statutes, and alleges:

**NATURE OF THE ACTION**

This is an action to revoke the Respondent's license to operate a skilled nursing facility.

**PARTIES**

1. The Agency is the licensing and regulatory authority that oversees skilled nursing facilities (also called nursing homes) and enforces the state statutes and rules governing such facilities. Ch. 408, Part II, Ch. 400, Part II, Fla. Stat.; Ch. 59A-4, Fla. Admin. 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, assign a conditional license pursuant to subsection 400.23(7), Florida Statutes, and assess costs related to the investigation and prosecution of this case pursuant to section 400.121, Florida Statutes

**EXHIBIT 1**

2. The Respondent was issued a license by the Agency to operate a skilled nursing facility located at 1203 East 22<sup>nd</sup> Avenue, Tampa, Florida 33605, and was at all times material required to comply with the applicable statutes and rules.

**COUNT I**  
**Failure to Timely Pay Quality Assessment Fines**

3. Under Florida law, the agency may seek any of the following remedies for failure of any nursing homes facility provider to pay its assessments timely: ... (b) suspension or revocation of the nursing home facility license. § 409.9082(7), Fla. Stat. (2015).

4. Pursuant to Florida law,

(4) Providers are subject to the following monetary fines pursuant to Section 409.9082(7), F.S., for failure to timely pay a quality assessment:

(a) For a facility's first offense, a fine of \$500 per day shall be imposed until the quality assessment is paid in full, but in no event shall the fine exceed the amount of the quality assessment.

(b) For any offense subsequent to a first offense, a fine of \$1,000 per day shall be imposed until the quality assessment is paid in full, but in no event shall the fine exceed the amount of the quality assessment. A subsequent offense is defined as any offense within a period of five years preceding the most recent quality assessment due date.

(c) An offense is defined as one month's quality assessment payment not received by the 20th day of the next succeeding calendar month.

(d) In the event that a provider fails to report their total number of resident days as defined in Section 409.9082(1)(c), F.S., by the 20th day of the next succeeding calendar month, the fines in paragraphs (a)-(c) apply and the maximum amount of the fines shall be equal to their last submitted quality assessment amount but in no event shall the total fine exceed the amount of the quality assessment.

(5) In addition to the aforementioned fines, providers are also subject to the non-monetary remedies enumerated in Section 409.9082(7), F.S. Imposition of the non-monetary remedies by AHCA will be as follows:

(a) For a third subsequent offense, AHCA will withhold any medical assistance reimbursement payments until the assessment is recovered.

**(b) For a fourth or greater subsequent offense, AHCA will seek**

**suspension or revocation of the facility's license.**

Rule 59G-6.010(4) & (5), F.A.C., (2016). (emphasis added).

5. Respondent's facility has been assessed Quality Assessment Fees, but has not been paying them in a timely manner starting in April 2015.

6. Respondent has failed to pay these fees by the 20<sup>th</sup> of the succeeding calendar month four or more times.

**WHEREFORE**, the Petitioner, State of Florida, Agency for Health Care Administration, seeks to revoke Respondent's license to operate a skilled nursing facility

**COUNT II**  
**Termination from Medicaid Program**

7. Under Florida law, in addition to the grounds provided in authorizing statutes, grounds that may be used by the agency for denying and revoking a license or change of ownership application include any of the following actions by a controlling interest: ... (e) the applicant, licensee, or controlling interest has been or is currently excluded, suspended, or terminated from participation in the state Medicaid program, **the Medicaid program of any other state**, or the Medicare program. § 408.815(1)(e), Fla. Stat. (2015). (emphasis added).

8. Pursuant to Florida law, in addition to any other remedies provided by law, the agency may deny each application or suspend or revoke each license, registration, or certificate of entities regulated or licensed by it: if the applicant, licensee, or a licensee subject to this part which shares a common controlling interest with the applicant has failed to pay all outstanding fines, liens, or overpayments assessed by final order of the agency or final order of the Centers for Medicare and Medicaid Services ("CMS"), not subject to further appeal, unless a repayment plan is approved by the agency. § 408.831(1)(a), Fla. Stat. (2015).

9. Under Section 400.121, Florida Statutes, in pertinent part, "the agency may deny

an application, revoke or suspend a license, and impose an administrative fine, not to exceed \$500 per violation per day for the violation of any provision of this part, part II of chapter 408, or applicable rules, against any applicant or licensee for the following violations by the applicant, licensee, or other controlling interest: ... (b) an adverse action by a regulatory agency against any other licensed facility that has a common controlling interest with the licensee or applicant against whom the action under this section is being brought. If the adverse action involves solely the management company, the applicant or licensee shall be given 30 days to remedy before final action is taken. If the adverse action is based solely on the actions of a controlling interest, the applicant or licensee may present factors in mitigation of any proposed penalty based upon a showing that such penalty is inappropriate under the circumstances.” § 400.121(1)(b), Fla. Stat. (2015).

10. Under Florida law, “controlling interest is defined as “(a) The applicant or licensee; (b) A person or entity that serves as an officer of, is on the board of directors of, or has a 5-percent or greater ownership interest in the applicant or licensee; (c) A person or entity that serves as an officer of, is on the board of directors of, or has a 5-percent or greater ownership interest in the management company or other entity, related or unrelated, with which the applicant or licensee contracts to manage the provider. The term does not include a voluntary board member.” § 408.803(7), Fla. Stat. (2015).

11. On or about May 4, 2016, Maplewood Care Center, a nursing home facility located in Tulsa, Oklahoma, has its Medicaid provider agreement terminated for cause by CMS.

12. Additionally, the Oklahoma Health Care Authority terminated Maplewood Care Center’s SoonerCare General Provider Agreement.

13. Senior Care Group, Inc. is listed as a controlling interest of Maplewood Care

Center.

14. Senior Care Group, Inc. is also listed as a controlling interest of The Bridges Nursing and Rehabilitation, LLC.

**WHEREFORE**, the Petitioner, State of Florida, Agency for Health Care Administration, seeks to revoke Respondent's license to operate a skilled nursing facility.

**CLAIM FOR RELIEF**

**WHEREFORE**, the Petitioner, State of Florida, Agency for Health Care Administration, seeks to enter a final order that:

1. Renders findings of fact and conclusions of law as set forth above.
2. Grants the relief set forth above.

Respectfully Submitted,

S/ Andrew B. Thornquest

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Andrew B. Thornquest, Assistant General Counsel  
Florida Bar No. 0104832  
Office of the General Counsel  
Agency for Health Care Administration  
2727 Mahan Drive, MS #3  
Tallahassee, Florida 32303  
Telephone: 850-412-3679  
Facsimile: 850-922-9634  
andrew.thornquest@ahca.myflorida.com



### NOTICE OF RIGHTS

Pursuant to Section 120.569, F.S., any party has the right to request an administrative hearing by filing a request with the Agency Clerk. In order to obtain a formal hearing before the Division of Administrative Hearings under Section 120.57(1), F.S., however, a party must file a request for an administrative hearing that complies with the requirements of Rule 28-106.2015, Florida Administrative Code. Specific options for administrative action are set out in the attached Election of Rights form.

The Election of Rights form or request for hearing must be filed with the Agency Clerk for the Agency for Health Care Administration within 21 days of the day the Administrative Complaint was received. If the Election of Rights form or request for hearing is not timely received by the Agency Clerk by 5:00 p.m. Eastern Time on the 21st day, the right to a hearing will be waived. A copy of the Election of Rights form or request for hearing must also be sent to the attorney who issued the Administrative Complaint at his or her address. The Election of Rights form shall be addressed to: Agency Clerk, Agency for Health Care Administration, 2727 Mahan Drive, Mail Stop 3, Tallahassee, FL 32308; Telephone (850) 412-3630, Facsimile (850) 921-0158.

Any party who appears in any agency proceeding has the right, at his or her own expense, to be accompanied, represented, and advised by counsel or other qualified representative. Mediation under Section 120.573, F.S., is available if the Agency agrees, and if available, the pursuit of mediation will not adversely affect the right to administrative proceedings in the event mediation does not result in a settlement.

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Administrative Complaint and Election of Rights form were served to the below named persons/entities by the method designated on this 13th day of September, 2016.

S/ Andrew B. Thornquest

Andrew B. Thornquest, Assistant General Counsel  
Florida Bar No. 0104832  
Office of the General Counsel  
Agency for Health Care Administration  
2727 Mahan Drive, MS #3  
Tallahassee, Florida 32308  
Telephone: 850-412-3679  
Facsimile: 850-922-9634  
andrew.thornquest@ahca.myflorida.com

<p>Pat Cauffman, Field Office Manager Local Field Office- Region 6 Agency for Health Care Administration (Electronic Mail)</p>	<p>Steven A. Grigas, Respondent's Counsel Akerman LLP 106 E. College Avenue, Suite 1200 Tallahassee, Florida 32301 (Electronic Mail )</p>
<p>Bernard Hudson, Unit Manager Long Term Care Unit Agency for Health Care Administration (Electronic Mail)</p>	

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

**Re: The Bridges Nursing and Rehabilitation, LLC  
d/b/a The Home Association**

**ACHA No. 2016008295**

**ELECTION OF RIGHTS**

**This Election of Rights form is attached to an Administrative Complaint. It may be returned by mail or facsimile transmission, but must be received by the Agency Clerk within 21 days, by 5:00 pm, Eastern Time, of the day you received the Administrative Complaint. If your Election of Rights form or request for hearing is not received by the Agency Clerk within 21 days of the day you received the Administrative Complaint, you will have waived your right to contest the proposed agency action and a Final Order will be issued imposing the sanction alleged in the Administrative Complaint.**

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

Please return your Election of Rights form to this address:

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

**PLEASE SELECT ONLY 1 OF THESE 3 OPTIONS**

**OPTION ONE (1) \_\_\_\_\_ I admit to the allegations of fact and conclusions of law alleged in the Administrative Complaint and waive my right to object and to have a hearing. I understand that by giving up the right to object and have a hearing, a Final Order will be issued that adopts the allegations of fact and conclusions of law alleged in the Administrative Complaint and imposes the sanction alleged in the Administrative Complaint.**

**OPTION TWO (2) \_\_\_\_\_ I admit to the allegations of fact alleged in the Administrative Complaint, but 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 agency action is too severe or that the sanction should be reduced.**

**OPTION THREE (3) \_\_\_\_\_ I dispute the allegations of fact alleged in the Administrative Complaint and request a formal hearing (pursuant to Section 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 agency 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. The name, address, telephone number, and facsimile number (if any) of the Respondent.
2. The name, address, telephone number and facsimile number of the attorney or qualified representative of the Respondent (if any) upon whom service of pleadings and other papers shall be made.
3. A statement requesting an administrative hearing identifying those material facts that are in dispute. If there are none, the petition must so indicate.
4. A statement of when the respondent received notice of the administrative complaint.
5. A statement including the file number to the administrative complaint.

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

Licensee Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_  
Number and Street City Zip Code

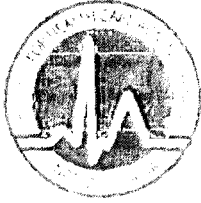
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail (optional) \_\_\_\_\_

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



RICK SCOTT  
GOVERNOR

JUSTIN M. SENIOR  
SECRETARY

February 16, 2017

**Certified Article Number**  
443-7266 4904 2076 4944 55  
**SENDERS RECORD**

**CERTIFIED**

Warren Keene, Administrator  
Home Association, The  
1203 E 22nd Ave  
Tampa, FL 33605

File Number: 62936  
License Number: 12400962  
Provider Type: Nursing Home

**RE: Complaint Number 2017001824 1203 E 22nd Ave, Tampa**

**Notice Of Intent To Deny for Renewal**

It is the decision of this Agency that the Home Association renewal application for the Nursing Home license be DENIED.

The Specific Basis for this determination is:

Due to Senior Care Group, Inc.'s suspension from the Medicaid program of Oklahoma, and for failure to timely pay quality assessment fines for a fourth or greater time. The statutory references related to the revocation action are the following: Sections 408.815(1)(e), 408.831(1)(a), and 409.9082(7), Florida Statutes (2016), and Rule 59G-6.010(4) & (5), Florida Administrative Code (2016).

**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 Kathleen Munn at (850) 412-4427 or e-mail at [Kathleen.Munn@ahca.myflorida.com](mailto:Kathleen.Munn@ahca.myflorida.com).

Bernard E. Hudson, Manager  
Long Term Care Unit  
Agency for Health Care Administration

cc: Legal Intake Unit, MS# 3

Home Association, The  
February 16, 2017

STATE OF FLORIDA  
AGENCY FOR HEALTH CARE ADMINISTRATION

RE: Home Association, The

Case Number: 2017001824

**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.**

**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 Subsection 120.57(1), Florida Statutes. It must be received by the Agency Clerk at the address above within 21 days of receipt of this proposed administrative action. The request for formal hearing must conform to the requirements of Rule 28-106.201, Florida Administrative Code, which requires that it contain:

1. The name and address of each agency affected and each agency's file or identification number, if known;
2. Your name, address, and telephone number, and the name, address, and telephone number of your representative or lawyer, if any;
3. An explanation of how your substantial interests will be affected by the Agency's proposed action;
4. A statement of when and how you received notice of the Agency's proposed action;
5. A statement of all disputed issues of material fact. If there are none, you must state that there are none;
6. A concise statement of the ultimate facts alleged, including the specific facts you contend warrant reversal or modification of the Agency's proposed action;
7. A statement of the specific rules or statutes you claim require reversal or modification of the Agency's proposed action; and
8. A statement of the relief you are seeking, stating exactly what action you wish the Agency to take with respect to its proposed action.

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

License Type: Nursing Home

License Number: 12400962

Licensee Name: Home Association, The

Contact Person: \_\_\_\_\_

Name

Title

Address: \_\_\_\_\_

Street and number

City

Zip Code

Telephone Nbr.: \_\_\_\_\_

Fax Nbr.: \_\_\_\_\_

Email (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 licensee referred to above.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Petitioner,

v.

AHCA Nos.: 2016008295  
2020012273

THE BRIDGES NURSING AND  
REHABILITATION, LLC d/b/a THE HOME  
ASSOCIATION,

License No.: 12400962

File No.: 62936

Respondent.

THE BRIDGES NURSING AND  
REHABILITATION, LLC d/b/a THE HOME  
ASSOCIATION,

Petitioner,

v.

AHCA No.: 2017001824

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Respondent.

SETTLEMENT AGREEMENT

State of Florida, Agency for Health Care Administration ("the Agency"), and The Bridges Nursing and Rehabilitation, LLC d/b/a The Home Association ("the Home Association"), pursuant to Section 120.57(4), Florida Statutes, enter into this Settlement Agreement ("Agreement") and agree as follows:

**WHEREAS**, the Home Association is a skilled nursing facility, commonly referred to as a nursing home, was licensed pursuant to Chapter 408, Part II, and Chapter 400, Part II, Florida Statutes, and Chapter 59A-4, Florida Administrative Code; and

**EXHIBIT 3**



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

WHEREAS, the Agency issued an Administrative Complaint (AHCA #2016008295) alleging two (2) licensure violations on September 13, 2016. The first violation alleged was that the Home Association had been assessed Quality Assessment Fees, but had not been making timely payments starting in April of 2015 and continued for more than four successive payments. The second violation alleged was that the Home Association's one hundred percent (100%) controlling interest, Senior Care Group, Inc. was the one hundred percent (100%) controlling interest of an entity that was terminated from the Medicaid program of another state. The Agency sought to revoke the Home Associations license to operate a skilled nursing facility due to the two alleged licensure violations; and

WHEREAS, The Home Association has continued to timely submit renewal applications to renew its license to operate a nursing home facility; and

WHEREAS, the Agency subsequently sent the Home Association a Notice of Intent to Deny for Renewal ("NOI") letter (AHCA #2017001824) on February 16, 2017 based on the allegation that its controlling interest Senior Care Group, Inc. had been the controlling interest of an entity that was terminated for cause from the Medicaid program of Oklahoma, and had failed to timely pay quality assessment fines for a fourth or greater time; and

WHEREAS, the Agency conducted a life safety equipment survey on or about November 7, 2018 and is prepared to issue an Administrative Complaint (AHCA #2020012273) alleging three (3) uncorrected Class III violations in the areas of Sprinkler System – Maintenance and Testing, Corridor – Doors, and Communicating openings in dividing fire barriers. All together, the action could have resulted in the imposition of three thousand dollars (\$3,000.00) in fines; and

WHEREAS, The Home Association requested a formal hearing for both the issued administrative complaint and the NOI letter by filing an election of rights form and a petition for a formal hearing pursuant to § 120.57(1), Fla. Stat.; and

WHEREAS, the Home Association filed a petition for relief under Chapter 11 of the Bankruptcy Code, pending in the United States Bankruptcy Court for the Middle District of Florida (the "Bankruptcy Court"); and

WHEREAS, the Home Association has filed a Chapter 11 Plan of Reorganization ("Plan"), pursuant to which SeaCoast Elite Management, Inc. ("SeaCoast") is providing financial support for the Home Association, and is obtaining the right to designate the board members of Senior Care Group, such that the members of the Vaughan family shall have no control of Senior Care Group or its affiliates, including the Home Association; and

WHEREAS, the parties have agreed that a fair, efficient, and cost effective resolution of this dispute would avoid the expenditure of substantial sums to litigate the dispute; and

WHEREAS, the parties stipulate to the adequacy of considerations exchanged; and

WHEREAS, the parties have negotiated in good faith 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. All parties agree that the above "whereas" clauses incorporated herein are binding findings of the parties.
3. Upon full execution of this Agreement, the Home Association 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 this agreement shall not be deemed a waiver by either party of its right to judicial enforcement of this Agreement.

4. Upon full execution of this Agreement, the Parties stipulate as follows:
  - a. Upon entry of a Final Order of the Agency referenced in paragraph 7 below, the Home Association agrees to pay the Agency the sum of one million eight hundred seventy thousand seven hundred ninety-eight dollars and forty-eight cents (\$1,870,798.48) in full settlement of any obligations owed to the Agency by making a payment on the Effective Date of the Home Association's bankruptcy Plan in the amount of one million dollars (\$1,000,000.00), and by thereafter making quarterly payments of ninety thousand dollars (\$90,000.00) until the Agency has received the sum total owed.
  - b. Upon the issuance of a Final Order adopting this agreement the Agency shall withdraw its revocation actions in its administrative complaint; and withdraw its NOI letter.
  - c. Upon the issuance of a Final Order adopting this agreement, the Agency shall promptly resume its review of the Home Association's two (2) renewal applications. If the renewal applications are complete and in compliance of all the requirements of Florida Statutes and Agency rules, the license shall be issued. If there are still any outstanding legal issues, the Agency shall promptly notify the Provider of the issues. Nothing in this Agreement shall prohibit the Agency from again denying the application based upon any statute or rule, and

if applicable, an unsatisfactory licensure survey. Should the application be denied, the Home Association shall be afforded all rights under Florida law to contest the denial.

- d. Nothing in this Agreement shall be interpreted as a derogation or expansion of the Agency's licensure responsibilities under law. No provision of this Agreement shall be interpreted as a commitment by either party to enter into an agreement for the transfer of the Home Association's licensure to a third party or a commitment of the Agency to grant licensure or recommend certification to any such change of ownership applicant.
- e. The failure to comply with this Agreement shall constitute grounds for the denial of any future application (renewal, change of ownership, capacity increase, or otherwise) filed by the Home Association or any change of ownership applicant
- f. A Federal bankruptcy court order confirming the Home Association's Plan, with terms consistent with the financial treatment contained herein, and approving this Agreement is a condition precedent to the entirety of paragraph 4 of this Agreement. Should this condition not be met, this Agreement becomes null and void and the Agency's NOI and complaint prosecution actions shall proceed in due course, and the Home Association's election of rights will presume to stand, without any waiver of its due process rights.

5. Venue for any action brought to interpret, enforce or challenge the terms of this Agreement and its corresponding Final Order shall lie solely in the Circuit Court of Florida, in and for Leon County, Florida.

6. By executing this Agreement, the Home Association does not admit the facts and

legal conclusions raised in the administrative complaints and the NOI referenced herein, and the Agency asserts the validity thereof. The Agency is not precluded from using the subject events for any purpose within the jurisdiction of the Agency other than the actions already sought in the administrative complaint and NOI. Further, the Home Association 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 administrative complaint or NOI.

7. Upon full execution of this Agreement, the Agency shall enter a Final Order adopting and incorporating the terms of this Agreement and closing the above-styled case.

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

9. The Home Association, for itself and its related or resulting organizations, successors, transferees, attorneys, heirs, and executors or administrators, discharges 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 the Home Association or its related or resulting organizations.

10. This Agreement is binding upon all parties and those persons and entities that are identified in the above paragraph.

11. In the event that the Home Association was a Medicaid provider at the time of the occurrences alleged in the administrative complaint and NOI letter, this Agreement does not prevent the Agency from seeking Medicaid overpayments not included in the original charging documents related to the subject issues or from imposing any further sanctions pursuant to Rule

59G-9.070, Florida Administrative Code. This Agreement does not settle any pending or potential Federal actions against the Home Association. This Agreement does not prohibit the Agency from taking any action regarding the Home Association' Medicaid provider status, conditions, requirements or contract, if applicable.

12. The Home Association agrees that if any funds to be paid under this Agreement to the Agency are not timely paid as set forth in this Agreement, the Agency may deduct the amounts assessed against the Home Association in the Final Order, or any portion thereof, owed by the Home Association to the Agency from any present or future funds owed to the Home Association by the Agency, and that the Agency shall hold a lien against present and future funds owed to the Home Association by the Agency for said amounts until paid.

13. The undersigned have read and understand this Agreement and have the authority to bind their respective principals to it. The Home Association, through its representatives, has the legal capacity to execute this Agreement. The Home Association understands that it has the right to consult with its own independent counsel and has knowingly and freely entered into this Agreement. The Home Association understands that Agency counsel represents only the Agency and that Agency counsel has not provided any legal advice to, or influenced, the Home Association, or its representatives in their decision to enter into this Agreement.

14. This Agreement contains 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.

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

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



Kelly J. Murray, Deputy Secretary  
Health Quality Assurance  
Agency for Health Care Administration  
2727 Mahan Drive, MS# 7  
Tallahassee, Florida 32308

DATED:

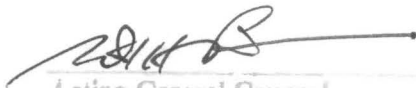
11/13/20



Michelle Cruphina, President  
Senior Care Group, Inc.  
The Home Association  
1203 E. 22nd Avenue  
Tampa, Florida 33605

DATED:

10/26/2020



Andrew B. Theinquest, Senior Attorney  
Office of the General Counsel  
Agency for Health Care Administration  
2727 Mahan Drive, MS #7  
Tallahassee, Florida, 32308

DATED:

11/10/20



Steven A. Grigas, Esquire  
Counsel for The Home Association  
Akerman LLP  
106 E. College Avenue, Suite 1200  
Tallahassee, Florida 32301

DATED:

10/26/20



Andrew B. Theinquest, Senior Attorney  
Office of the General Counsel  
Agency for Health Care Administration  
525 Mirror Lake Drive N., Suite 330  
St. Petersburg, Florida 33701

DATED:

10/29/2020