

FILED  
AHCA  
AGENCY CLERK

2020 MAY -7 P 12:14

STATE OF FLORIDA  
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Petitioner,

v.

DOAH NO.: 20-0559

AHCA NO.: 2019003347

RENDITION NO.: AHCA-20 - 350 -S-OLC

CCRC OPCO-BRADENTON, LLC d/b/a  
THE NURSING CENTER AT FREEDOM  
VILLAGE,

Respondent.

FILED  
DIVISION OF  
ADMINISTRATIVE HEARINGS  
MAY 11 PM 1:45

**FINAL ORDER**

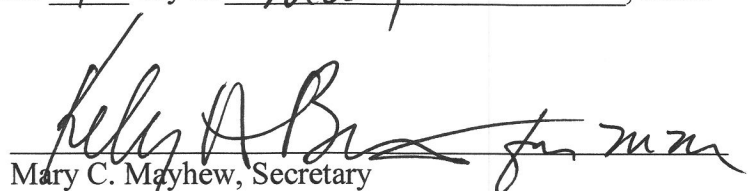
Having reviewed the Administrative Complaint, and all other matters of record, the Agency for Health Care Administration finds and concludes as follows:

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

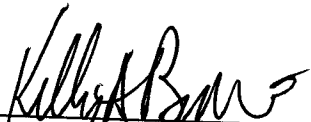
2. The Respondent shall pay the Agency \$4,000.00 and is assigned conditional licensure statues effective April 26, 2018, and ending May 14, 2018. If full payment has been made, the cancelled check acts as receipt of payment and no further payment is required. If full payment has not been made, payment 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 7th day of May, 2020.

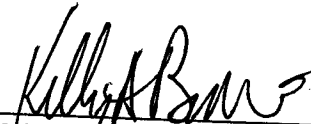
  
Mary C. Mayhew, Secretary  
Agency for Health Care Administration

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


  
for Molly McKinstry, Deputy Secretary  
Health Quality Assurance  
Agency for Health Care Administration  
8707 1st St

  
Name: JOANNE LESKOVIC  
CCRC OPCO-Bradenton, LLC d/b/a  
The Nursing Center at Freedom Villa


The following representatives 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 #3  
Tallahassee, Florida 32308

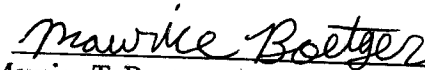
DATED: 5-7-20

  
Stefan R. Grow, General Counsel  
Office of the General Counsel  
Agency for Health Care Administration  
2727 Mahan Drive, Mail Stop #3  
Tallahassee, Florida 32308

DATED: 4-26-20

  
Name: JOANNE LESKOVIC  
CCRC OP CO-Bradenton, LLC d/b/a  
The Nursing Center at Freedom Village  
6410 21st Ave. W.  
Bradenton, Florida 34209

DATED: 1/27/20

  
Maurice T. Boetger, Assistant General Counsel  
Office of the General Counsel  
Agency for Health Care Administration  
2727 Mahan Drive, Mail Stop #3  
Tallahassee, Florida 32308

DATED: 2/20/20

**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 7<sup>th</sup> day of May, 2020.



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)
Maurice Boetger, Senior Attorney Office of the General Counsel Agency for Health Care Administration (Electronic Mail)	Stacey Meyer, Esquire CCRC OPCO-Bradenton, LLC d/b/a The Nursing Center at Freedom Village 6737 West Washington Street, Suite 2300 Milwaukee, Wisconsin 53214 (Electronic Mail)
Jodi-Ann V. Livingstone Administrative Law Judge Division of Administrative Hearings 1230 Apalachee Parkway Tallahassee, Florida 32399-3060 (Electronic Mail)	

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

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

CCRC OPCO-BRADENTON, LLC d/b/a  
THE NURSING CENTER AT FREEDOM  
VILLAGE,

Respondent.

---

AHCA No. 2019003347

FILED  
2020 MAY 11 PM 4:5  
DIVISION OF  
ADMINISTRATIVE HEARINGS

**SETTLEMENT AGREEMENT**

The Petitioner, State of Florida, Agency for Health Care Administration (“the Agency”), and the Respondent, CCRC OPCO-Bradenton, LLC d/b/a The Nursing Center at Freedom Village, (“the Respondent”), pursuant to Section 120.57(4), Florida Statutes, enter into this Settlement Agreement (“Agreement”) and agree as follows:

**WHEREAS**, the Agency is the licensing and regulatory authority over the Respondent pursuant to Chapter 408, Part II, and Chapter 400, Part II, Florida Statutes; and

**WHEREAS**, the Respondent is a nursing home licensed pursuant to Chapter 408, Part II, Chapter 400, Part II, Florida Statutes, and Chapter 59A-4, Florida Administrative Code, and

**WHEREAS**, the Agency issued the Respondent an Administrative Complaint seeking to impose an administrative fine of \$4,000.00 and to assign conditional licensure status effective April 26, 2018 and ending May 14, 2018; 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 have negotiated in good faith and agreed that the best interest of all the parties will be served by a settlement of this proceeding;

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

1. All of the above recitals are true and correct and are expressly incorporated into this Agreement.
2. The above “whereas” clauses are binding findings on the parties.
3. Upon full execution of this Agreement, the Respondent waives 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 further waives compliance with the form of the Final Order (findings of fact and conclusions of law) to which it may be entitled. Provided, however, this Agreement shall not be deemed a waiver by any party of its right to the judicial enforcement of this Agreement.
4. Upon full execution of this Agreement, the Respondent agrees to pay the Agency \$4,000.00 within 30 days of the entry of the Final Order adopting this Agreement.
5. Upon full execution of this Agreement, the Respondent is assigned conditional licensure status effective April 26, 2018 and ending May 14, 2018.
6. Venue for any action brought to interpret, enforce, or challenge the terms of this Agreement and adopting Final Order shall lie solely in the Circuit Court of Leon County, Florida.
7. By entering into this Agreement, the Respondent continues to deny the allegations set forth in the Administrative Complaint, but recognizes that the Agency continues in good faith to assert the validity of the allegations. This Agreement shall not preclude the Agency from

imposing any penalty against the Respondent for any other deficiency identified in any other survey of the Respondent. This Agreement shall not preclude the Agency from using the deficiencies from the surveys identified in the Administrative Complaint in any decision regarding licensure of the Respondent. In the event the Agency takes such action in the future, nothing in this Agreement shall serve as a waiver of the Respondent's rights under Chapter 120, Florida Statutes, or other applicable law. In addition, this Agreement shall not preclude or estop any federal, other state agency, or local agency from taking any action against the Respondent based upon, in whole or in part, the allegations set forth in the Administrative Complaint.

8. Upon full execution of this Agreement, the Agency shall enter a Final Order adopting and incorporating 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 parties designated below.

11. The Respondent, for itself and for its related or resulting organizations, entities, successors, and transferees, attorneys, and heirs, discharges the Agency, 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 the Respondent or related entities.

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

13. In the event that the Respondent was a Medicaid provider at the time of the

occurrences alleged in the Administrative Complaint, this Agreement does not prevent the Agency from seeking Medicaid overpayments 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 issues against the Respondent. This Agreement does not prohibit the Agency from taking any action regarding the Respondent's Medicaid provider status, conditions, requirements or contract, if applicable.

14. The undersigned have read and understand this Agreement and have the authority and legal capacity to bind their respective principals. The Respondent acknowledges the right to retain independent counsel and has either obtained its own counsel or voluntarily waived the right to counsel. The Respondent understands that counsel for the Agency represents solely the Agency and that counsel for the Agency has not provided any legal advice to, or influenced, the Respondent in the decision to enter into this Agreement.

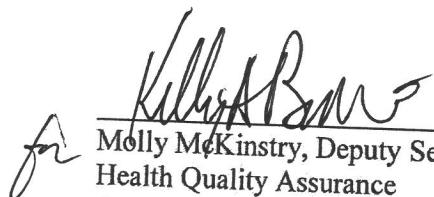
15. This Agreement contains the entire understandings and agreements of the parties. This Agreement supersedes any prior oral or written agreement that may have existed between the parties. This Agreement may not be amended except in writing. Any attempted assignment of this Agreement shall be void.

16. All parties agree that an electronic or facsimile signature suffices for an original signature, that an electronic or facsimile copy suffices for an original document, and that this agreement may be executed in counterparts.

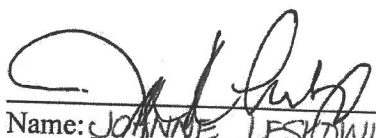
17. This Agreement shall be effective upon full execution by all parties and adoption into a Final Order. After full execution of this Agreement, the Agency will enter a Final Order adopting this agreement and closing this case.




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

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

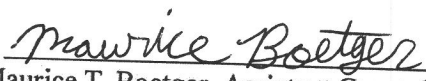
DATED: 5-7-20

  
Name: JOANNE LESKOVIC  
CCRC OF CO-Bradenton, LLC d/b/a  
The Nursing Center at Freedom Village  
6410 21st Ave. W.  
Bradenton, Florida 34209

DATED: 1/27/20

  
Stefan R. Grow, General Counsel  
Office of the General Counsel  
Agency for Health Care Administration  
2727 Mahan Drive, Mail Stop #3  
Tallahassee, Florida 32308

DATED: 4-26-20

  
Maurice T. Boetger, Assistant General Counsel  
Office of the General Counsel  
Agency for Health Care Administration  
2727 Mahan Drive, Mail Stop #3  
Tallahassee, Florida 32308

DATED: 2/20/20

