

STATE OF FLORIDA  
AGENCY FOR HEALTH CARE ADMINISTRATION

RICHLAND RETIREMENT SENIOR  
HOME, INC.,

Petitioner,

v.

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Respondent.

---

DOAH Case No. 20-0562  
AHCA No. 2019015055  
License No. 9475  
File No. 11964927  
Facility Type: Assisted Living Facility

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Petitioner,

v.

RICHLAND RETIREMENT SENIOR  
HOME, INC.,

Respondent.

---

DOAH Case No. 20-1082  
AHCA Nos. 2019005087  
2019010945  
2019010949  
2019010955

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Petitioner,

v.

RICHLAND RETIREMENT SENIOR  
HOME, INC.,

Respondent.

---

DOAH Case No. 20-2638  
AHCA No. 2019017715  
**RENDITION NO.: AHCA-20-845 -S-OLC**

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Petitioner,

v.

AHCA No. 2020012170

RICHLAND RETIREMENT SENIOR  
HOME, INC.,

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:

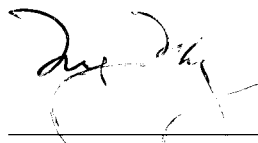
1. The Agency issued the attached Administrative Complaints, Notice of Intent to Deny Renewal Application, and Election of Rights forms to the Provider. (Ex. 1). The parties have since entered into the attached Settlement Agreement, which is adopted and incorporated by reference into this Final Order. (Ex. 2).

2. The Provider's license renewal application and the Agency's Notice of Intent to Deny Renewal Application are withdrawn effective January 31, 2021, or upon the issuance of a provisional license to a change of ownership applicant, whichever occurs first. Should a change of ownership fail, the Provider's license shall be cancelled effective January 31, 2021, without any further agency action and the Provider shall be required to comply with the requirements of facility closure.

3. The Provider shall pay the Agency \$6,000.00. If full payment has been made, the cancelled check acts as receipt of payment and no further payment is required. If full payment has not been made, payment is due within 30 days of the Final Order. Overdue amounts are subject to statutory interest and may be referred to collections. A check made payable to the "Agency for Health Care Administration" and containing the AHCA ten-digit case number should be sent to:

Central Intake Unit  
Agency for Health Care Administration  
2727 Mahan Drive, Mail Stop 61  
Tallahassee, Florida 32308

**ORDERED** at Tallahassee, Florida, on this 17 day of December, 2020.



---

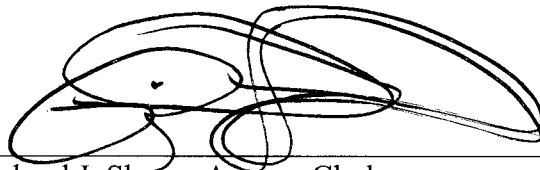
Molly McKinstry, Deputy Secretary  
Agency for Health Care Administration

**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 12/15 day of December, 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)
Keisha Woods, Unit Manager Licensure Unit Agency for Health Care Administration (Electronic Mail)	Arlene Mayo Davis, Field Officer Manager Local Field Office Agency for Health Care Administration (Electronic Mail)
Mary J. Howard, Senior Attorney Diana M. Giraldo, Senior Attorney Office of the General Counsel Agency for Health Care Administration (Electronic Mail)	Rickey Strong, Esq. Jeffrey S. Howell, P.A. 2898-6 Mahan Drive Tallahassee, Florida 32308 Counsel for Provider (U.S. Mail)
Division of Administrative Hearings (Electronic Filing)	

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

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Petitioner,

v.

RICHLAND RETIREMENT SENIOR HOME, INC.

Respondent,

---

DOAH No: 20-0562  
Agency Nos. 2019005087  
2019010945  
2019010949  
2019010955

RICHLAND RETIREMENT SENIOR HOME, INC.

Petitioner,

v.

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Respondent.

---

DOAH No: 20-0562  
Agency Nos. 2019015055

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Petitioner,

v.

RICHLAND RETIREMENT SENIOR HOME, INC.,

Respondent.

---

DOAH No: 20-0562  
Agency Nos. 2020012170

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Petitioner.

Agency Nos. 2019017715

v.

RICHLAND RETIREMENT SENIOR HOME, INC.,

Respondent.

---

**SETTLEMENT AGREEMENT**

The State of Florida, Agency for Health Care Administration (hereinafter the "Agency"), through its undersigned representatives, and Richland Retirement Senior Home, Inc. (hereinafter "Richland"), 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**, Richland was at all times relevant an assisted living facility licensed pursuant to Chapters 429, Part I, and 408, Part II, Florida Statutes, Section 20.42, Florida Statutes and Chapter 59A-36, Florida Administrative Code; and

**WHEREAS**, the Agency has jurisdiction by virtue of being the regulatory and licensing authority over Richland, pursuant to Chapters 429, Part I, and 408, Part II, Florida Statutes; and

**WHEREAS**, the Agency issued an Administrative Complaint on October 25, 2019, AHCA Case Numbers 2019005087, 2019010945, 2019010949, and 2019010955 seeking three thousand five hundred dollars (\$3,500.00); and

**WHEREAS**, the Agency issued an Administrative Complaint on January 9, 2020, AHCA Case Number 2019017715 seeking \$1,000.00 in administrative fines; and

**WHEREAS**, the Agency issued an Amended Notice of Intent to Deny the Renewal Application for An Assisted Living (hereinafter "NOID") AHCA Case Number 2019015055 for the Richland's facility on March 5, 2020.

**WHEREAS**, the Agency completed a survey of the Richland and its facility on July 7, 2020 (hereinafter "Survey A"), AHCA case number 2020012170, during which deficient practices were cited; and

**WHEREAS**, the citation of the above referenced deficient practice in Survey A subjects Richland to the imposition of administrative sanctions of one thousand five hundred dollars (\$1,500.00); and

**WHEREAS**, the Parties have agreed to an amicable resolution of these cases.

**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby agreed to and confirmed, the Richland and the Agency agree as follows:

1. All of the above recitals are true and correct and are expressly incorporated into the Agreement.
2. The Parties agree that the above recitals are binding findings of the Parties.
3. Upon full execution of this Agreement, the Richland 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 they may be entitled, provided, however, that no agreement herein shall be deemed a waiver by any party of its right to judicial enforcement of this Agreement or the Agency's rights under

---

<sup>1</sup> The findings of the survey were reduced to a state form 3020.

Section 120.69, Florida Statutes (2019). Richland specifically waives the necessity of the drafting of or service of an Administrative Complaint for the relief stipulated to in this Agreement as the same relates to the Survey A (hereinafter "Survey").

4. Upon full execution of the Agreement:
  - a. Richland shall pay administrative fines in the amount of six thousand dollars (\$6,000.00). Richland shall pay the Agency the sum of \$6,000.00 before the first occurring of: issuance of change of ownership licensure to a third-party applicant or by January 31, 2021.
  - b. The failure of the Richland to timely remit the administrative fines pursuant to the provisions of sub-paragraph (4)(a) above shall constitute grounds for the denial of any third-party application for change of ownership licensure.
  - c. Richland withdraws its application for renewal of licensure, assisted living facility license number 9475, effective January 31, 2021, unless change of ownership licensure has been granted to a third-party applicant prior thereto.
  - d. All residents in Richland's assisted living facility, license number 9475, shall be discharged on or before January 31, 2021 unless change of ownership licensure has been granted to a third-party applicant prior thereto.
  - e. Richland shall comply with all provisions of Chapter 408, Part II, Florida Statutes, Chapter 429, Part I, Florida Statutes, and Chapters 59A-35 and 59A-36, Florida Administrative Code throughout the discontinuation of operations including, but not limited to, compliance with provisions related to the timely provision of statutory or contractual notice of discharge to residents; the timely distribution of client records; and the timely provision of refunds to residents and the return of resident personal property. Nothing in this Agreement estops or

prevents the Agency from seeking sanctions against the Richland for any non-compliance which Richland may be cited for based upon the acts or omissions of Richland including, but not limited to, appropriate discharge, timely resident refunds, and the timely return of resident property; and

- e. Effective January 31, 2021, or the issuance of change of ownership licensure, whichever may occur first, the NOID is deemed denied as moot.
- f. Effective January 31, 2021, or the issuance of the provisional license to a third-party change of ownership applicant, whichever shall first occur, Richland shall be divested of any right, title, or ownership interest in license number 9475.

5. Venue for any action brought to enforce the terms of this Agreement or the Final Order entered pursuant hereto shall lie in Circuit Court in Leon County, Florida.

6. By executing this Agreement, Richland denies, and the Agency asserts the validity of the allegations raised in the Administrative Complaints, NOID and Survey referenced herein. No agreement made herein shall preclude the Agency from imposing a penalty against Richland for any deficiency/violation of statute or rule identified in a future survey of Richland, which constitutes a "repeat" or "uncorrected" deficiency from surveys identified in the administrative complaint. In said event, Richland retains the right to challenge the factual allegations related to the deficient practices/violations alleged in the instant cause.

7. No agreement made herein shall preclude the Agency from using the deficiencies from the surveys identified in the administrative complaint in any decision regarding licensure of Richland, 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, Richland 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 complaints, NOID, and survey. This agreement does not prohibit the Agency from taking action regarding the Richland'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. Richland 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 Richland 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 Richland 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. Richland agrees that if any funds to be paid under this agreement to the Agency are not paid by the date the CHOW application is approved or by January 31, 2021, whichever may occur sooner, the Agency may deduct the amounts assessed against Richland, or any portion thereof, owed by Richland to the Agency from any present or future funds owed to Richland by the Agency, and that the Agency shall hold a lien against present and future funds owed to Richland 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. Richland has the capacity to execute this Agreement.

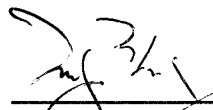
16. This Agreement contains and incorporates the entire understandings and agreements of the parties.

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.

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

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

DATED: 12/17/20

  
Rickey Strong, Esq.  
Counsel for Richland Retirement Senior  
Home, Inc.  
Jeffrey S. Howell, P.A.  
2898-6 Mahan Drive  
Tallahassee, Florida 32308  
Rick@jsh-pa.com

DATED: 9/26/2020



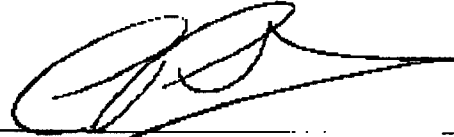
William Roberts, General Counsel  
Office of the General Counsel  
Agency for Health Care Administration  
2727 Mahan Drive, MS #3  
Tallahassee, Florida 32308  
Florida Bar No. 586617

DATED: 4/20/20

/s/ Diana M. Giraldo, Esq.

Diana M. Giraldo, Senior Attorney  
Office of the General Counsel  
Agency for Health Care Administration  
525 Mirror Lake Drive North, Suite 330F  
St. Petersburg, Florida 33701  
Florida Bar No. 113291

DATED: September 17, 2020



Carlos Perez  
Title: President  
Richland Retirement Senior Home, Inc.

DATED: 9/19/20



Tatiana Perez  
Title: Vice - President  
Richland Retirement Senior Home, Inc.

DATED: 9/19/20