

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

FILED
AHCA
AGENCY CLERK

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

2017 JUN -6 A 9:34

Petitioner,

AHCA NO.: 2015013085

v.

RENDITION NO.: AHCA-17-0408-S-01C

MANOR CARE OF NAPLES FL, LLC d/b/a
MANORCARE NURSING AND REHABILITATION CENTER,

Respondent.

FINAL ORDER

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


1. The Agency issued the attached Administrative Complaint and Election of Rights form to the Respondent. (Ex. 1) The 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 \$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

3. Conditional licensure status is imposed on the Respondent beginning on November 5, 2015 and ending on December 5, 2015.

ORDERED at Tallahassee, Florida, on this 5 day of June, 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 26 day of June, 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)
Thomas Hoeler, Chief Facility Counsel Office of the General Counsel Agency for Health Care Administration (Electronic Mail)	Tonya Gillespie, Administrator Manor Care of Naples FL, LLC d/b/a Manorcare Nursing and Rehabilitation 3601 Lakewood Boulevard Naples, Florida 3412 (U.S. Mail)
Jonathan S. Grout, Esquire Goldsmith & Grout, P.A. P.O. Box 2011 Winter Park, Florida 32790 (U.S. Mail)	

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

STATE OF FLORIDA,
AGENCY FOR HEALTH CARE
ADMINISTRATION,

Petitioner,
vs.

Case No. 2015013085

MANOR CARE OF NAPLES FL, LLC
d/b/a MANORCARE NURSING AND REHABILITATION CENTER,

Respondent.
_____ /

ADMINISTRATIVE COMPLAINT

COMES NOW the Agency for Health Care Administration (hereinafter "Agency"), by and through the undersigned counsel, and files this Administrative Complaint against MANOR CARE OF NAPLES FL, LLC d/b/a MANORCARE NURSING AND REHABILITATION CENTER (hereinafter "Respondent"), pursuant to Sections 120.569 and 120.57 Florida Statutes (2015), and alleges:

NATURE OF THE ACTION

This is an action against a nursing home facility to impose an administrative fine of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) pursuant to Section 400.23(8)(b), Florida Statutes (2015), based upon one (1) Class II deficiency and to assign conditional licensure status beginning on November 5, 2015, and ending on December 5, 2015, pursuant to Section 400.23(7)(b), Florida Statutes (2015). The original certificate for the conditional license is attached as Exhibit A and is incorporated by reference. The original certificate for the standard license is attached as Exhibit B and is incorporated by reference.

EXHIBIT "1"

JURISDICTION AND VENUE

1. The Court has jurisdiction over the subject matter pursuant to Sections 120.569 and 120.57, Florida Statutes (2015).
2. The Agency has jurisdiction over the Respondent pursuant to Section 20.42, Chapter 120, and Chapter 400, Part II, Florida Statutes (2015).
3. Venue lies pursuant to Rule 28-106.207, Florida Administrative Code.

PARTIES

4. The Agency is the regulatory authority responsible for the licensure of nursing home facilities and the enforcement of all applicable federal and state statutes, regulations and rules governing nursing home facilities pursuant to Chapter 400, Part II, Florida Statutes (2015) and Chapter 59A-4, Florida Administrative 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 (2015); assign a conditional license pursuant to Section 400.23(7), Florida Statutes (2015); and assess costs related to the investigation and prosecution of this case pursuant to Section 400.121, Florida Statutes (2015).
5. Respondent operates a 120-bed nursing home located at 3601 Lakewood Boulevard, Naples, Florida 34112, and is licensed as a nursing home facility, license number 1311096. Respondent was at all times material hereto, a licensed nursing home facility under the licensing authority of the Agency, and was required to comply with all applicable state rules, regulations and statutes.

COUNT I

The Respondent Failed To Ensure The Right To Receive Adequate And Appropriate Health Care in Violation of Section 400.022(1)(f), Florida Statutes (2015)

6. The Agency re-alleges and incorporates by reference paragraphs one (1) through five (5).
7. Pursuant to Florida law, all licensees of nursing home facilities shall adopt and make public a statement of the rights and responsibilities of the residents of such facilities and shall treat such

residents in accordance with the provisions of that statement. The statement shall assure each resident the following: The right to receive adequate and appropriate health care and protective and support services, including social services; mental health services, if available; planned recreational activities; and therapeutic and rehabilitative services consistent with the resident care plan, with established and recognized practice standards within the community, and with rules as adopted by the Agency. Section 400.022(1)(l), Florida Statutes (2015).

8. On or about November 1, 2015 through November 5, 2015, the Agency conducted a Complaint Survey (CCR# 2015010499 and CCR# 2015011150) of the Respondent's facility.

9. Based on record review, observation and interview the Respondent failed to prevent the development of unstageable pressure ulcers that resulted in the hospitalization for 1 of 3 sampled residents reviewed, specifically Resident #53, for pressure ulcers. The Respondent failed to coordinate care for Resident #53 with dietary staff for an early breakfast tray. The Respondent also failed to provide coordination of care and services for 1 of 4 residents receiving dialysis treatment, specifically Resident #212, related to dialysis communication forms and physician ordered fluid restrictions.

10. A review of the medical records revealed that Resident #53 was originally admitted to the facility on 6/29/13. The resident's diagnoses included post-polio syndrome, morbid obesity, cerebral vascular accident, and non-ambulatory.

11. Resident #53 was discharged to the hospital on 8/3/15 for 2 femur fractures that were sustained in the facility when the resident fell out of bed while receiving care from a certified nursing assistant. The resident returned to the facility on 8/11/15 wearing a "soft cast on the bilateral lower extremities".

12. Minimum Data Set (MDS) assessments of 6/28/15 (annual), 8/3/15 (discharge), 8/18/15 (significant change), and 8/23/15 (14 day) stated the resident had no pressure ulcers and had a Brief Interview for Mental Status (BIMS) score of 15 (indicating no cognitive impairment).

13. An MDS of 9/6/15 (30 day) and 9/13/15 both stated Resident #53 had one Stage II pressure ulcer.
14. The resident was discharged from the facility on 9/19/15. An MDS dated 9/19/15 (discharge) stated the resident had 4 unstageable pressure ulcers due to a non-removable pressure device and coverage of wound bed by slough and/or eschar.
15. On 9/17/15 a skin assessment in the medical record progress notes identified 3 unstageable pressure ulcers on the resident's left lower extremity demonstrating eschar (scab) and slough (necrotic tissue), and 4 unstageable pressure ulcers on the resident's right lower extremity demonstrating eschar and slough.
16. In an interview on 11/5/15 at 11:00 p.m., the Therapy Director revealed that a physical therapist looked at Resident #53 on 8/20/15 per nursing request because of the resident's complaint of pain. The physical therapist documented on 8/20/15 "Skin Integrity = Bruises (significant mid lateral shin bruising secondary to improper brace placement. Nursing notified of bruising, bruising also reported in 24 hour report). Edema = 2+ edema (indentation lasting 15-20 seconds) BLE (both lower extremities)." The Therapy Director continued to state, at this time, that the therapy department was not involved in any bilateral lower leg devices/splints/braces worn by Resident #53. The Therapy Director continued to state that the physical therapist removed the lower leg devices and reported to nursing that there was skin breakdown under the devices.
17. A Wound Care Team assessment dated 8/20/15 in the progress notes stated "right anterior ankle measured 3.5 centimeter (cm) by 3cm, right outer calf skin intact dark purple 6cm by 7.5cm, left outer calf skin intact purple bruise 5cm by 5cm, back of right heel measured 1cm by 1.5cm, left heel has a fluid filled blister measured 5cm by 7cm.
18. A review of the nursing progress notes for the time period 8/12/15 through 8/15/15 made no reference to "soft cast to bilateral lower extremities" or lower extremity bruising.
19. A review of the nursing progress notes for the time period 8/16/15 through 8/24/15 (10

days/30 shifts) demonstrated 10 references to the "soft cast to lower extremities". Only one reference indicated that the soft cast had been removed (8/21/15) during a shift. Otherwise the documentation stated "in place, intact, adjusted, on, checked for positioning"; with no skin evaluation identified. In addition, there was no indication, during this time period, that the resident refused to have the soft casts removed or that she refused repositioning. No reference was made to lower extremity bruising.

20. Nurse Practitioner Progress Notes stated: On 8/21/15 "Resident #53 has formed blisters on bilateral heels, continue with immobilizer braces, elevate legs off of bed with pillows as patient does not want to wear foam boots."

21. On 8/27/15 "Resident #53 is now remaining in bed until follow-up in about a month with orthopedics. Resident #53 has formed blisters on bilateral heels, and they continue to be closed, and now with a wound base exposed on the right lateral malleolus. Resident #53 also has blisters under the immobilizers prompting removal of the metal 'stays' within the brace as they were causing pressure. Pressure ulcers plan: off load as much as possible, metal stays removed from brace and areas more off loaded, continue skin prep to all ulcers."

22. On 9/3/15 "Continue with immobilizers, Acute Pressure Ulcers, continue with current treatment of Allevyn [a foam dressing] thin every 3 days and skin prep to close blisters and off-loading."

23. On 9/11/15 "bilateral immobilizers in place, poor wound healing due to hypoalbuminemia [low blood protein], CMP on Monday to evaluate nutritional status."

24. A review of the primary physician notes dated 8/18/15, 8/25/15 and 9/8/15 revealed documentation stating that Resident #53 had extremities that were "warm and dry, no rashes, ulcerations or lesions". These notes gave no indication that the resident was wearing bilateral leg braces and that pressure ulcers on both her lower extremities were identified 8/21/15. On 8/21/15 a phone order was given by the primary physician directing: "Check bilateral leg brace for proper

positioning of the device. The resident has pain in both lower extremities (below the knees); and the pain medication did not take it totally away, especially in the left lower leg. Resident #53 stated he/she can no longer use the electric wheelchair because of the wire halo device attached to the resident's right foot. Resident #53 continued, "They better put me to sleep when they take that thing out" (pointing to the wire halo device implanted in his/her right foot).

28. The facility knew, or should have known, that the bilateral lower extremity splinting devices being used by Resident #53 were causing pressure resulting in pressure ulcer development. Progress notes identify pressure sore development on 8/20/15 and documented further development of pressure ulcers and deterioration of skin integrity under the splinting devices being used. 30 days were allowed to pass as the pressure ulcers continued to develop and get worse on the resident's bilateral lower legs. This failure to reassess the use of the splinting devices resulted in the resident's subsequent hospitalization resulting in extensive treatment/intervention and the loss of mobility.

29. Resident #53 was observed on 11/5/15 at 8:20 a.m., lying in bed. The resident was dressed in street clothes and was talking to a nurse. There was a breakfast tray in front of the resident. The resident stated the breakfast tray came a few minutes ago; and remarked, "This is the time it usually comes." The resident continued, "I don't have much time to eat this; I feel rushed." The food cart could be seen in the hallway outside the resident's room. Breakfast trays were still being served from a cart.

30. Resident #53 had an appointment at 9:00 a.m. and "They're going to pick me up at 8:15 a.m." The nurse verified the scheduled pick up time and acknowledged that the resident was not provided with an early breakfast tray.

31. Observations included: Transport arrived on the nursing unit at 8:30 a.m. Transport left the building at 8:40 a.m. with the resident on a stretcher. The resident's breakfast tray at this time showed the resident had consumed less than 25% of the solid food and beverages. The other

residents residing on this nursing unit were eating their breakfast trays. The Respondent failed to provide Resident #53 with an early tray or provide a brown bag meal to bring on the residents' appointment.

32. Resident #212 was admitted to the facility on 10/14/15 with a diagnosis of end-stage renal disease (ESRD) and a physician order to receive hemodialysis treatment three times a week. On 11/2/15 at 3:33 p.m. the Assistant Director of Nursing (ADON) defined the care and services provided to the resident for dialysis care. The ADON said the facility sends a communication form with the resident when the resident goes to dialysis treatment. The form contains pertinent information about the care provided at the nursing home. The communication form is sent back with the resident's medical information provided by the dialysis unit.

33. On 11/3/15 at 10:00 a.m., the Nurse Manager for unit 300, Staff E, provided similar information as the ADON had expressed the day before in reference to the dialysis communication forms.

34. A review of Resident #212's clinical record failed to find dialysis communication forms. On 11/3/15 at 10:00 a.m., Staff E said the forms should be in the clinical record. Staff E said they should be in the dialysis section of the chart, "but many times I find them all over the place." Staff E added, the nurses need to file them in the Dialysis section and not throw them all over the place. Staff E did locate a few dialysis communication forms, but confirmed several were missing.

35. During an early meeting on 11/3/15 at 9:30 a.m., the Registered Dietitian (RD) said Resident #212 was ordered a 1000 cubic centimeter (cc) fluid restriction per day. The RD explained 600 cc for dietary and 400 cc for nursing.

36. On 11/3/15 at 12:00 p.m., Resident #212 received a lunch tray. An observation revealed 8 ounces (oz.) of Nepro (a nutritional supplement) and an 8 oz. cup of coffee, which equals 480 cc of fluid consumed for the lunch meal (80% of the dietary allowance).

37. On 11/3/15 at 2:00 p.m., the RD confirmed the nutritional supplement Nepro was included

as part of the daily fluid restriction. The RD was also made aware of the 480 cc of fluid served to the resident during the noon meal. The RD said that was way too much fluid for one meal. She added, "I guess I am going to have to reeducate staff on the amount of fluid allowed on the resident's tray." The RD described Resident #212's lunch at Dialysis. The RD said usually a sandwich, apple sauce and an 8 oz. can of Nepro. She said apple sauce was not a fluid. According to reference information from National Kidney Foundation, Council on Renal Nutrition, Bowes and Church, a source of nutrition standards and renal restrictions: any food that jiggles, wiggles or turns to liquid from a frozen state are considered liquid. The RD said she was not aware that certain foods were considered to be a fluid. She admitted she was not that familiar with renal diets.

38. A review of the interim care plan for dialysis failed to find a fluid restriction. The care plan noted there should be communication with the dialysis center but failed to include the facility's dialysis communication form for transferring of pertinent information between the dialysis center and the facility, or where this information should be stored after being received.

39. On 11/4/15 at 3:30 p.m., the MDS Coordinator said the fluid restriction was ordered on 10/22/15 after the care plan was put in place, so it was not included.

40. The Agency determined that this deficient practice compromised the resident's ability to maintain or reach his or her highest practicable physical, mental, and psychosocial well-being, as defined by an accurate and comprehensive resident assessment, plan of care, and provision of services. The Agency cited Respondent for a Class II deficiency as set forth in Section 400.23(8)(b), Florida Statutes (2015).

41. A Class II deficiency is subject to a civil penalty of \$2,500 for an isolated deficiency, \$5,000 for a patterned deficiency, and \$7,500 for a widespread deficiency. The fine amount shall be doubled for each deficiency if the facility was previously cited for one or more Class I or Class II deficiencies during the last licensure inspection or any inspection or complaint investigation

since the last licensure inspection. A fine shall be levied notwithstanding the correction of the deficiency.

42. Based upon the above findings, the Respondent's actions, inactions or conduct constituted an isolated Class II deficiency pursuant to Section 400.23(8)(b), Florida Statutes (2015).

WHEREFORE, the Agency intends to impose an administrative fine in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) against the Respondent pursuant to Sections 400.23(8)(b) and 400.102, Florida Statutes (2015).

COUNT II

Assignment Of Conditional Licensure Status Pursuant To Section 400.23(7)(b), Florida Statutes (2015)

43. The Agency re-alleges and incorporates by reference the allegations in Count I and Count II.

44. The Agency is authorized to assign a conditional licensure status to nursing home facilities pursuant to Section 400.23(7), Florida Statutes (2015).

45. Due to the presence of one (1) Class II deficiency, the Respondent was not in substantial compliance at the time of the survey with criteria established under Chapter 400, Part II, Florida Statutes (2015), or the rules adopted by the Agency.

46. The Agency assigned the Respondent conditional licensure status with an action effective date of November 5, 2015. The original certificate for the conditional license is attached as Exhibit A and is incorporated by reference.

47. The Agency assigned the Respondent standard licensure status with an action effective date of December 5, 2015. The original certificate for the standard license is attached as Exhibit B and is incorporated by reference.

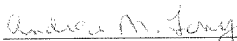
WHEREFORE, the Petitioner, State of Florida, Agency for Health Care Administration, respectfully requests the Court to enter a final order granting the Respondent conditional licensure status for the period beginning November 5, 2015 and ending on December 5, 2015 pursuant to Section 400.23(7)(b), Florida Statutes (2015).

CLAIM FOR RELIEF

WHEREFORE, the Petitioner, State of Florida, Agency for Health Care Administration, respectfully requests the Court to enter a final order granting the following relief against the Respondent as follows:

1. Make findings of fact and conclusions of law in favor of the Agency.
2. Impose an administrative fine against the Respondent in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00.).
3. Assign conditional licensure status to the Respondent for the period beginning on November 5, 2015, and ending on December 5, 2015.
4. Assess costs related to the investigation and prosecution of this case.
5. Enter any other relief that this Court deems just and appropriate.

Respectfully submitted this 27th day of April, 2016.



Andrea M. Lang, Assistant General Counsel
Florida Bar No. 0364568
Agency for Health Care Administration
Office of the General Counsel
2295 Victoria Avenue, Room 346C
Fort Myers, Florida 33901
(239) 335-1253

NOTICE

RESPONDENT IS NOTIFIED THAT IT/HE/SHE HAS A RIGHT TO REQUEST AN ADMINISTRATIVE HEARING PURSUANT TO SECTIONS 120.569 AND 120.57, FLORIDA STATUTES. THE RESPONDENT IS FURTHER NOTIFIED THAT IT/HE/SHE HAS THE RIGHT TO RETAIN AND BE REPRESENTED BY AN ATTORNEY IN THIS MATTER. SPECIFIC OPTIONS FOR ADMINISTRATIVE ACTION ARE SET OUT IN THE ATTACHED ELECTION OF RIGHTS.

ALL REQUESTS FOR HEARING SHALL BE MADE AND DELIVERED TO THE ATTENTION OF: *THE AGENCY CLERK, AGENCY FOR HEALTH CARE ADMINISTRATION, 2727 MAHAN DRIVE, BLDG #3, MS #3, TALLAHASSEE, FLORIDA 32308; TELEPHONE (850) 412-3630.*

THE RESPONDENT IS FURTHER NOTIFIED THAT IF A REQUEST FOR HEARING IS NOT RECEIVED BY THE AGENCY FOR HEALTH CARE ADMINISTRATION WITHIN TWENTY-ONE (21) DAYS OF THE RECEIPT OF THIS ADMINISTRATIVE COMPLAINT, A FINAL ORDER WILL BE ENTERED BY THE AGENCY.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Administrative Complaint and Election of Rights form were served to: Shelley Greenidge, Administrator, Manor Care of Naples FL, LLC d/b/a Manorcare Nursing and Rehabilitation Center, 3601 Lakewood Boulevard, Naples, Florida 34112, by United States Certified Mail, Return Receipt No. 7011 1570 0002 1700 9373 and to CT Corporation System, Registered Agent, Manor Care of Naples FL, LLC d/b/a Manorcare Nursing and Rehabilitation Center, 1200 South Pine Island Road, Plantation, Florida 33324, by United States Certified Mail, Return Receipt No. 7011 1570 0002 1700 9380 on this 27th day of April, 2016.



Andrea M. Lang, Assistant General Counsel
Florida Bar No. 0364568
Agency for Health Care Administration
Office of the General Counsel
2295 Victoria Avenue, Room 346C
Fort Myers, Florida 33901
(239) 335-1253

Copies furnished to:

<p>Shelley Greenidge, Administrator Manor Care of Naples FL, LLC d/b/a Manorcare Nursing and Rehabilitation Center 3601 Lakewood Boulevard Naples, Florida 34112 (U.S. Certified Mail)</p>	<p>Andrea M. Lang, Assistant General Counsel Agency for Health Care Administration Office of the General Counsel 2295 Victoria Avenue, Room 346C Fort Myers, Florida 33901 (Interoffice Mail)</p>
<p>CT Corporation System Registered Agent Manor Care of Naples FL, LLC d/b/a Manorcare Nursing and Rehabilitation Center 1200 South Pine Island Road Plantation, Florida 33324 (U.S. Certified Mail)</p>	<p>Bernard Hudson, Health Services and Facilities Consultant Supervisor Bureau of Long Term Care Services Long Term Care Unit Agency for Health Care Administration 2727 Mahan Drive, Building #3 Room 1213B Tallahassee, Florida 32308 (Interoffice Mail)</p>
<p>Jon Seehawer Field Office Manager Agency for Health Care Administration 2295 Victoria Avenue, Room 340A Fort Myers, Florida 33901 (Interoffice Mail)</p>	

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

Re: **Manorcare Nursing and Rehabilitation Center**

Case No. 2015013085

ELECTION OF RIGHTS

This Election of Rights form is attached to a proposed action by the Agency for Health Care Administration (AHCA). The title may be an **Administrative Complaint, Notice of Intent to Impose a Late Fee, or Notice of Intent to Impose a Late Fine.**

Your Election of Rights must be returned by mail or by fax within twenty-one (21) days of the date you receive the attached Administrative Complaint, Notice of Intent to Impose a Late Fee, or Notice of Intent to Impose a Late Fine.

If your Election of Rights with your elected Option is not received by AHCA within twenty-one (21) days from the date you received this notice of proposed action by AHCA, you will have given up your right to contest the Agency's proposed action and a **Final Order will be issued.**

Please use this form unless you, your attorney or your representative prefer to reply in accordance with Chapter 120, Florida Statutes (2015) and Rule 28, Florida Administrative Code.

PLEASE RETURN YOUR ELECTION OF RIGHTS TO THIS ADDRESS:

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

PLEASE SELECT ONLY 1 OF THESE 3 OPTIONS

OPTION ONE (1) ____ **I admit the allegations of fact and law contained in the Notice of Intent to Impose a Late Fine or Fee, or Administrative Complaint and I waive my right to object and to have a hearing.** I understand that by giving up my right to a hearing, a Final Order will be issued that adopts the proposed agency action and imposes the penalty, fine or action.

OPTION TWO (2) ____ **I admit the allegations of fact and law contained in the Notice of Intent to Impose a Late Fine or Fee, or Administrative Complaint, but I wish to be heard at an informal proceeding** (pursuant to Section 120.57(2), Florida Statutes) where I may submit testimony and written evidence to the Agency to show that the proposed administrative action is too severe or that the fine should be reduced.

OPTION THREE (3) ____ **I dispute the allegations of fact and law contained in the Notice of Intent to Impose a Late Fee, the Notice of Intent to Impose a Late Fine, or Administrative Complaint, and I request a formal hearing** (pursuant to Subsection 120.57(1), Florida Statutes) before an Administrative Law Judge appointed by the Division of Administrative Hearings.

PLEASE NOTE: Choosing OPTION THREE (3) by itself is NOT sufficient to obtain a formal hearing. You also must file a written petition in order to obtain a formal hearing before the Division of Administrative Hearings under Section 120.57(1), Florida Statutes. It must be received by the Agency Clerk at the address above **within 21 days** of your receipt of this proposed administrative action. The request for formal hearing must conform to the requirements of Rule 28-106.2015, Florida Administrative Code, which requires that it contain:

1. Your name, address, telephone number, and the name, address, and telephone number of your representative or lawyer, if any.
2. The file number of the proposed action.
3. A statement of when you received notice of the Agency's proposed action.
4. A statement of all disputed issues of material fact. If there are none, you must state that there are none.

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

License Type: _____ (Assisted Living Facility, Nursing Home, Medical Equipment, Other)

Licensee Name: _____ License Number: _____

Contact Person: _____
Name Title

Address: _____
Street and Number City State Zip Code

Telephone No. _____ Fax No. _____ E-Mail (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 above licensee.

Signature: _____

Date: _____

Print Name: _____

Title: _____

Exhibit A
Original Certificate of Conditional License
Manor Care of Naples FL, LLC
d/b/a Manorcare Nursing and Rehabilitation Center
Certificate No. 19958
License No. SNF1311096



RICK SCOTT
GOVERNOR
ELIZABETH DUDEK
SECRETARY

March 28, 2016

Shelley Greenidge, Administrator
Manorcare Nursing And Rehabilitation Center
3601 Lakewood Blvd
Naples, FL 34112

File Number: 81101
License Number: 1311096
Provider Type: Nursing Home

RE: 3601 Lakewood Blvd, Naples

Dear Ms. Greenidge:

The enclosed Nursing Home license with license number 1311096 and certificate number 19958 is issued for the above provider effective November 5, 2015 through December 19, 2017. The license is being issued for: approval of the Status Change to Conditional during licensure period application.

Review your certificate thoroughly to ensure that all information is correct and consistent with your records. If errors are noted, please contact the Long Term Care Unit.

Please take a short customer satisfaction survey on our website at ahca.myflorida.com/survey/ to let us know how we can serve you better. Additional licensure information can be found at <http://ahca.myflorida.com/longtermcare>.

If we may be of further assistance, please contact me by phone at 850-412-4458 or by email at Flora.Austin@ahca.myflorida.com.

Sincerely,

Flora M. Austin

Health Services and Facilities Consultant
Long Term Care Unit
Agency for Health Care Administration
Division of Health Quality Assurance



View current license information at: Floridahealthfinder.gov

LICENSE #: SNF1311096
CERTIFICATE #: 19958

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

This is to confirm that MANOR CARE OF NAPLES FL, LLC, has complied with the rules and regulations adopted by the State of Florida, Agency For Health Care Administration, authorized in Chapter 400, Part II, Florida Statutes, and as the licensee is authorized to operate the following:

MANORCARE NURSING AND
REHABILITATION CENTER
3601 Lakewood Blvd
Naples, FL 34112

TOTAL: 120 BEDS

Change during licensure period Application

EFFECTIVE DATE: 11/05/2015

EXPIRATION DATE: 12/19/2017



Molly J. Brady
Deputy Secretary, Division of Health Quality Assurance

Exhibit B
Original Certificate of Standard License
Manor Care of Naples FL, LLC
d/b/a Manorcare Nursing and Rehabilitation Center
Certificate No. 19959
License No. SNF1311096



RICK SCOTT
GOVERNOR
ELIZABETH DUDEK
SECRETARY

March 28, 2016

Shelley Greenidge, Administrator
Manorcare Nursing And Rehabilitation Center
3601 Lakewood Blvd
Naples, FL 34112

File Number: 81101
License Number: 1311096
Provider Type: Nursing Home

RE: 3601 Lakewood Blvd, Naples

Dear Ms. Greenidge:

The enclosed Nursing Home license with license number 1311096 and certificate number 19959 is issued for the above provider effective December 5, 2015 through December 19, 2017. The license is being issued for: approval of the Status Change to Standard during licensure period application.

Review your certificate thoroughly to ensure that all information is correct and consistent with your records. If errors are noted, please contact the Long Term Care Unit.

Please take a short customer satisfaction survey on our website at ahca.myflorida.com/survey/ to let us know how we can serve you better. Additional licensure information can be found at <http://ahca.myflorida.com/longtermcare>.

If we may be of further assistance, please contact me by phone at 850-412-4458 or by email at Flora.Austin@ahca.myflorida.com.

Sincerely,

Flora M. Austin

Health Services and Facilities Consultant
Long Term Care Unit
Agency for Health Care Administration
Division of Health Quality Assurance

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



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

View current license information at: Floridahealthfinder.gov

LICENSE #: SNF1311096
CERTIFICATE #: 19959

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

This is to confirm that MANOR CARE OF NAPLES FL, LLC, has complied with the rules and regulations adopted by the State of Florida, Agency For Health Care Administration, authorized in Chapter 400, Part II, Florida Statutes, and as the licensee is authorized to operate the following:

MANORCARE NURSING AND
REHABILITATION CENTER
3601 Lakewood Blvd
Naples, FL 34112

TOTAL: 120 BEDS

Change during licensure period Application.

EFFECTIVE DATE: 12/05/2015

EXPIRATION DATE: 12/19/2017



Molly J. Keady
Deputy Secretary, Division of Health Quality Assurance

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA,
AGENCY FOR HEALTH
CARE ADMINISTRATION,

Petitioner,

vs.

Case No(s): 2015013085

MANOR CARE OF NAPLES FL, LLC d/b/a
MANORCARE NURSING AND REHABILITATION CENTER,

Respondent.

SETTLEMENT AGREEMENT

Petitioner, State of Florida, Agency for Health Care Administration (hereinafter the "Agency"), through its undersigned representatives, and Respondent, Manor Care of Naples, FL, LLC d/b/a Manorcare Nursing and Rehabilitation Center (hereinafter "Respondent"), pursuant to Section 120.57(4), Florida Statutes, each individually, a "party," collectively as "parties," hereby enter into this Settlement Agreement ("Agreement") and agree as follows:

WHEREAS, Respondent is a Nursing Home licensed pursuant to Chapters 400, Part II, and 408, Part II, Florida Statutes, Section 20.42, Florida Statutes and Chapter 59A-4, Florida Administrative Code; and

WHEREAS, the Agency has jurisdiction by virtue of being the regulatory and licensing authority over Respondent, pursuant to Chapter 400, Florida Statutes; and

WHEREAS, the Agency served Respondent with an administrative complaint on or about April 28, 2016, notifying the Respondent of its intent to impose administrative fines in the amount of \$2,500 and assign a conditional licensure status commencing November 5, 2015 and ending December 5, 2015; and

WHEREAS, Respondent requested a formal administrative proceeding by a Petition for Formal Administrative Hearing; and

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

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

1. All recitals herein are true and correct and are expressly incorporated herein.
2. Both parties agree that the "whereas" clauses incorporated herein are binding findings of the parties.
3. Upon full execution of this Agreement, Respondent agrees to waive any and all appeals and proceedings to which it may be entitled including, but not limited to, an informal proceeding under Subsection 120.57(2), Florida Statutes, a formal proceeding under Subsection 120.57(1), Florida Statutes, appeals under Section 120.68, Florida Statutes; and declaratory and all writs of relief in any court or quasi-court of competent jurisdiction; and agrees to waive compliance with the form of the Final Order (findings of fact and conclusions of law) to which it may be entitled, provided, however, that no agreement herein shall be deemed a waiver by either party of its right to judicial enforcement of this Agreement.
4. Upon full execution of this Agreement, Respondent agrees to pay \$2,500 in administrative fines in accord with law. Respondent accepts the assignment of conditional license status commencing November 5, 2015 and ending December 5, 2015.
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, Respondent maintains that it denies the allegations set forth in the Administrative Complaint and recognizes that the Agency continues to assert the

validity of the allegations in these actions. This Agreement shall not preclude the Agency from imposing a penalty against Respondent for any deficiency/violation of statute or rule identified in a future survey of Respondent, which constitutes a "repeat" or "unrecorcted" deficiency from surveys identified in the administrative complaint. The parties agree the Agency will not use the findings from the survey in the Administrative Complaint standing alone in any further action. If the Agency asserts the findings in any future action in conjunction with the same or similar deficient findings, the Agency will need to prove said allegation is in the Administrative Complaint and the Respondent shall not be estopped from challenging the existence or validity of those deficiencies in future proceedings.

7. The Agency is not precluded from using the subject events for any purpose within the jurisdiction of the Agency. Further, Respondent acknowledges and agrees that this Agreement shall not preclude or estop any other federal, state, or local agency or office from pursuing any cause of action or taking any action, even if based on or arising from, in whole or in part, the facts raised in the administrative complaint.

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

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

10. This Agreement shall become effective on the date upon which it is fully executed by all the parties.

11. Respondent for itself and for its related or resulting organizations, its successors or transferees, attorneys, heirs, and executors or administrators, does hereby discharge the State of Florida, Agency for Health Care Administration, and its agents, representatives, and attorneys of and from all claims, demands, actions, causes of action, suits, damages, losses, and expenses, of any and every nature whatsoever, arising out of or in any way related to this matter and the

Agency's actions, including, but not limited to, any claims that were or may be asserted in any federal or state court or administrative forum, including any claims arising out of this agreement, by or on behalf of Respondent or related facilities.

12. This Agreement is binding upon all parties herein and those identified in paragraph eleven (11) of this Agreement.

13. In the event that Respondent was a Medicaid provider at the subject time of the occurrences alleged in the complaint herein, this settlement does not prevent the Agency from seeking Medicaid overpayments related to the subject issues or from imposing any sanctions pursuant to Rule 59G-9.070, Florida Administrative Code.

14. Respondent agrees that if any funds to be paid under this agreement to the Agency are not paid within thirty-one (31) days of entry of the Final Order in this matter, the Agency may deduct the amounts assessed against Respondent in the Final Order, or any portion thereof, owed by Respondent to the Agency from any present or future funds owed to Respondent by the Agency, and that the Agency shall hold a lien against present and future funds owed to Respondent by the Agency for said amounts until paid.

15. The undersigned have read and understand this Agreement and have the authority to bind their respective principals to it.

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


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

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

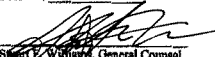
19. All parties agree that a facsimile signature suffices for an original signature.

The following representatives hereby acknowledge that they are duly authorized to enter

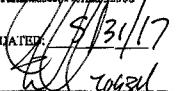
into this Agreement.


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


DATED: 6/5/17


Susan P. Whittle, General Counsel
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308

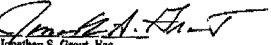
DATED: 8/31/17


Andrea M. Lang, Senior Attorney
Agency for Health Care Administration
2295 Victoria Avenue
Fort Myers, Florida 39901

DATED: 5/28/2017


Tonya Gillespie, Administrator
Manor Care of Naples FL, LLC
d/b/a Manocare Nursing and Rehabilitation
Center
3601 Lakewood Boulevard
Naples, Florida 34112

DATED: 8/5/16


Jonathan S. Groat, Esq.
Goldsmith & Groat, P.A.
P.O. Box 2011
Winter Park, Florida 32790

DATED: 8-15-16